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Castleton Farms

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R. P. <sup>ENTERPRISES</sup> ~~INC~~ INC

Diane M. Hibbeln

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HORIZONTAL PROPERTY OWNERSHIP

CASTLETON FARMS

HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made this 21st day of August 19 , by the "Declarant", R & P Enterprises, Inc., a corporation,

WITNESSETH:

A. Declarant is the sole owner of the fee simple title to the following-described real estate, located in Marion County, Indiana, to-wit:

The description of the subject real estate is attached hereto and made part hereof, as though fully set out herein, as Exhibit "A",

B. Declarant, by execution of this Declaration or a Supplemental Declaration or Declarations, creates a Horizontal Property Regime upon the Tract, subject to the provisions of the Horizontal Property Act of the State of Indiana and the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

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

- (a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.
- (b) "Additional Sections" means the real estate referred to in paragraph 16, which may in part or in whole from time to time be annexed to and included within the Regime as provided in paragraph 16, all of which will be part of the proposed Tract.

- (c) "Association" means the incorporated association of Co-Owners of "the Regime", more particularly described in paragraph 13.
- (d) "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.
- (e) "Building", if and when used, shall mean and be the same as "Dwelling Unit", or "Dwelling Units" where more than one such unit is contained in one edifice.
- (f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.
- (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.
- (h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.
- (i) "Co-Owners" means the Owners of all the Dwelling Units.
- (j) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration, its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units by deed from the Declarant, unless the conveyance indicates an intent that grantee become the Declarant.
- (k) "Dwelling Unit" means one of the individual units constituting the Regime, each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.

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- (l) "Formula" means the method set forth in paragraph 16 of this Declaration for computing the adjustment to be made to the Percentage Interest applied to each Dwelling Unit as each Section is annexed.
- (m) "Storage Areas" shall mean storage areas intended and designed to serve and be used exclusively by the Owner of a particular Dwelling Unit, if any, as shown and designated on the Plans.
- (n) "The Regime" means the name by which the Property and Horizontal Property Regime shall be known.
- (o) "Limited Areas" means the limited common areas and facilities as defined in Paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.
- (r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appurtenant to each Dwelling Unit as determined in accordance with paragraphs 8 and 16 of this Declaration.
- (s) "Percentage Vote" means that percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and accrues to the Owners thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-Owners are entitled to vote shall be the same percentage as the Percentage Interest applicable to such Owner's Dwelling Unit.
- (t) "Section" means a part of the Tract upon which Dwelling Units are constructed and annexed to "the Regime" as provided in paragraph 16. Each particular Section shall be identified by an Arabic numeral designation corresponding to the order of annexation.
- (u) "Plans" means the floor and building plans of the Buildings and Dwelling Units in Section 1,

and a site plan, survey and elevation of the Section and Buildings, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the layout, elevation, location, building numbers and Dwelling Unit numbers, and dimensions of the Dwelling Units which are constructed on the Sections of the Tract when and if annexed to and made a part of the Regime .

(v) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of the Regime .

(w) "Tract" means the total real estate described in paragraph A above, of which the respective Sections will be a part and set out fully in Exhibit "B", as each section is annexed.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Dwelling Units. There are 40 dwelling units in Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 1-15 and 113-134 (incl). The Dwelling Units in the Additional Section or Sections thereof, if annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the Supplemental Declaration and Supplemental Plans annexing such Section or Sections to the Regime .

Percentage interest for each Unit in Section 1 is 2.50% . .

4. Identification of Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit.

5. Further Description of Dwelling Units.

- (a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as herein-after defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Dwelling Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Dwelling Units or which are normally designed for common use, provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.
- (b) Boundaries. The boundaries of each Dwelling Unit shall be shown on the Plans and will include all areas to the outside surfaces of all perimeter construction of the Dwelling Units, including garages. In the case of attached Dwelling Units or Dwelling Units consisting of two stories, the vertical boundaries shall run from the upper surface of the lowest floor joist or slab to the upper surface of the roof, except as otherwise provided in paragraph 5(a). In such attached Dwelling Units, the horizontal boundaries shall be the exterior surface of the perimeter inside walls of the respective Dwelling Units, including the garages. In the event of any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for

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any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the actual boundary line of the Dwelling Unit, but within the appropriate area of the Dwelling Unit.

6. Common Area and Facilities. Common areas mean and include (1) the Tract, (2) the respective Sections contained in that Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways designed to serve particular individual garage units, (4) central electricity, gas, water, and sanitary sewer mains serving the Dwelling Units, (5) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring and conduits, public utility lines and central television antenna wiring, (7) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

7. Limited Common Areas and Facilities. Limited Areas and those Dwelling Units to which use thereof is limited are as follows:

(a) Storage Area Spaces. Storage Areas, if any, shall be limited to the exclusive use of a particular Dwelling Unit as designated on the Plans. The exclusive use of such Storage Areas shall pass with title to the Dwelling Unit for which such Area is designated, even though not expressly mentioned in the document passing title. The Storage Areas and use thereof shall be subject to such rules and regulations as the Board of Managers may deem appropriate and adopt. An Owner may grant a license to any other Owner to use all or part of his Storage Area, provided such license shall expire when the Owner granting the license ceases to be an Owner of the Dwelling Unit for which the Storage Area is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Managers and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such Storage Area; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Storage Area.

- (b) Entranceways. The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (c) Patios and Balconies. The patios, balconies, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.
- (d) Driveways. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Area and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accordance with the Formula set forth in paragraph 16 of this Declaration.

If the Regime consists only of Section 1, each Dwelling Unit's Percentage Interest shall be that as each Unit bears to all units in the Section. If any Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Section or Sections which are a part of the Regime prior to such annexation will automatically reduce in accordance with the Formula. The Owners of Dwelling Units in the Section or Sections which are a part of the Regime prior to such annexation shall be granted and receive a Percentage Interest in the Common Area of such Section of the additional Tract being annexed, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration annexing Percentage Interest as set forth in this paragraph 8 of sixty percent (60%) of the Co-Owners, based upon their Percentage Interest.

The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 16 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Regime and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction settling, or shifting of a Dwelling Unit, a Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling Unit, then in such event an easement shall be deemed to exist and run to the Co-Owners and the Association for the maintenance, use, and enjoyment of such Common Area or Limited Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and taxed on the Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be made according to the Percentage Interest and the Formula and will apply to all real estate in Sections effectively brought into the Horizontal Property Regime. Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to the Percentage Interest.
- (b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against same.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the formula and paid for according to the Percentage Interest.

11. Utilities. Each Owner shall pay for his own utilities, which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets,

Common Areas and Limited Areas of the Regime in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including, but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in the Regime to be known as the CANTON FARMS Co-Owners Association. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as proscribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.

14. Maintenance, Decoration, Repairs and Replacements. The Co-Owners' Association will be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions. The Board of Managers reserve the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decor of this Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintenance of same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit and within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant anticipates that it will construct additional Dwelling Units on the Additional Sections by expansion within the Tract, all or part of which may be expanded in the manner hereinafter set forth, and subject to the provisions of the Act. The general plan of development to be consistent in the number of Dwelling Units per Section as contained for and upon Exhibit "A" (Section 1) and the maximum number of Dwelling Units to be contained in the Tract (Exhibit "B") is 284. A time limit, not exceeding five (5) years, shall be the limit where additional Sections may be added.

At any time prior to December 31, 1985, Declarant, at its option, may, but is not obligated to, cause all or part of the Additional Section or Sections within the Tract to be expanded, subject to the following conditions:

- (a) Another Section or Sections may be annexed if the Dwelling Units to be constructed in such Section or Sections have been substantially completed and the Supplemental Plans to be filed with the Supplemental Declaration are completed, certified to be the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the Dwelling Units. Declarant shall reserve the right to determine the developmental standards of each Section.
- (b) The Dwelling Units on any Section to be annexed shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed although not necessarily of similar type floor plan, design or exterior.



(c) Declarant, or its assigns, shall be the sole owner of the fee simple title to the Section or Sections to be annexed.

Declarant expressly reserves the right not to annex any or all of the Tract in Sections after Section L. No owner shall acquire any rights whatsoever in the Tract except as to those Sections which are annexed to and made a part of the Horizontal Property Regime. After each Section is completed according to the plans, Declarant may turn that Section over to the Co-Owners, at which time those Co-Owners owning Dwelling Units in the Section or Sections being turned over shall then incur and pay all Common Expenses attendant with that Section or Sections according to the Formula and their respective Percentage Interest.

Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there will be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to Percentage Interest and Percentage Vote.

The Percentage Interest appurtenant to each Unit shall be computed and, upon the annexation of an Additional Section or Sections, same shall be recomputed dividing among the then-existing Dwelling Unit Owners equal shares to the extent that the total shares at all times equal 100%, or as is close to 100% as is mathematically possible, having regard to the equality of shares by each Owner.

As each Section is developed, Declarant shall record a Supplemental Declaration annexing and adding such Section to this Declaration and making it a part of the Regime. Declarant reserves the right to annex additional Sections thereof that are not necessarily in numerical order shown on the plans. Such Supplemental Declaration shall contain the following:

- (a) A description of the real estate to be annexed;
- (b) A description of the Dwelling Units described in a manner consistent with this Declaration;
- (c) The Percentage Interest of all Dwelling Units upon annexation, computed in accordance with the Formula.

Each Owner, by acceptance of a deed to a Dwelling Unit, acknowledges, consents, and agrees that the following rights and conditions shall be applicable upon the recording of each Supplemental Declaration:

- (a) The Section described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest applicable to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration, which shall be based upon the Formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit is reduced thereby shall be deemed to release and divest that amount from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns.
- (c) Each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Supplemental Declaration, altered in accordance with the Supplemental Declaration based upon the Formula.

- (d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owner, the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage shall automatically include and attach to such additional Common Area and Limited Area upon recording of such Supplemental Declaration.
- (e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Dwelling Unit in a Section already a part of the Regime prior to such recording. The lien for the prorata share of Common Expenses for the Sections annexed upon such recording shall be assessed and paid as provided in the By-Laws.
- (f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act and for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the Formula expressed herein, shall be deemed to be made by agreement of all Owners.
- (g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Sections in the Tract in accordance with the provisions and intent of this paragraph 16.
- (h) Each Owner, by acceptance of a deed to a Dwelling Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this paragraph 16, and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such Owner to consent to or vote in favor of the amendment of this Declaration, as well as to do all things as contained in such agreement allowing Declarant to act

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as attorney-in-fact, which agreement for a power of attorney and power of attorney are incorporated herein by reference. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest, shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the Additional Tract has been annexed, Declarant turns the project over to the Co-Owners, or on December 31, 1986, whichever first occurs.

In the event Declarant does not elect to annex Additional Sections within the Tract or any part thereof, as permitted by this paragraph 16, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Tract that has not been annexed from any right to be made a part of the Regime; provided, however, any Section for which a Supplemental Declaration has not been filed by December 31, 1986, shall be automatically removed from the possibility of becoming a part of the Regime in the manner provided in this Declaration. Upon the filing of such Supplemental Declaration removing a part of the Additional Tract from the possibility of becoming a part of "the Regime" in accordance with this Declaration, the Percentage Interest designated in the Declaration or Supplemental Declaration last filed shall not be altered without the consent of sixty percent (60%) of all Owners.

17. Easements to and from Additional Sections. In the event all or any part of the Additional Sections of the Tract are not annexed, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Tract not annexed, the right and easement to enter upon the streets and Common Areas to provide ingress and egress to the Additional Sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadways and sidewalks for the Owners and residents of the Additional Sections, their guests, invitees, and all public and quasi-public vehicles.

The easements granted and reserved in this paragraph 17 shall be easements and covenants running with the land and accruing to the benefit of the Additional Sections.

18. Insurance. The Co-owners shall obtain fire and extended coverage insurance insuring the Dwelling Units in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, in the form of a master casualty policy affording same that in whole or in part constitutes the several building units and common areas all pursuant to the Act (IC 32-1-6-18 et seq.) and such insurance shall:

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- (1) Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 19, and
- (2) Contain a "Replacement Cost Endorsement".

Such insurance coverage shall be for the benefit of each Owner and the Association and, if applicable, the Owner's Mortgagees. The proceeds shall be payable to the Association who shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 18 and paragraph 19 of the Declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of the Regime as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

The Association also shall obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if so deemed necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers, and any Managing Agent or company acting on behalf of the Association. The Owners, as well as the Lessees, if any, shall be able to recover losses insured where applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Dwelling Unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

19. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- (a) Partial Destruction. In the event that less than two-thirds of the Dwelling Units in any Building are destroyed by the occurrence of fire or other

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casualty, then such Unit shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Dwelling Unit at his own expense. The division of such proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees where several Dwelling Units are located in the same Building and are partially destroyed.

- (b) Restoration in the Event of Two-Thirds Destruction. In the event that more than two-thirds of the Dwelling Units in any Building are destroyed by fire or other casualty, then restoration of the Dwelling Units must be approved within one hundred twenty (120) days from the date of damage or destruction by a majority vote of the Owners. If such approval is not obtained, the provisions of Section 21 of the Act shall apply.
- (c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units to the same condition as they existed immediately prior to the destruction and with a similar type of architecture.
- (d) In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any (if it elects to do so), that holds mortgages on 51% of the Dwelling Units that need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith.

20. Sale of Dwelling Unit by Declarant. For the purpose of maintaining the residential character of the Regime, and for the protection of the Co-Owners, Declarant specifically reserves the mode and method of the original sale of each Unit until the last unit in the Regime is sold.

21. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent amendments and Supplemental Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

The Declarant or Board of Managers reserve the right to construct recreational facilities within the Tract without being compelled to do so. In the event such facilities are to be constructed, those Co-Owners taking title to their respective Dwelling Unit prior to such decision to so construct recreational facilities shall have the option to participate in the common expense therefor. Those Co-Owners taking title to their respective Dwelling Unit after such decision may be required by the Declarant or said Board to share in the common expense therefor.

22. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Co-Owners Association. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by the Owner, Co-Owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right of reversion or forfeiture of title resulting from such violation.

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

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered. The Amendments to Declaration dealing with the Additional Sections and reassignment of Percentage Interest in the respective Sections, however, are not subject to the conditions of this Section and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement for Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant, or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of at least a majority of the Percentage Vote.
- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote. In the event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.
- (e) Amendments. No amendment to this Declaration shall be adopted which changes:
- (1) The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's Liability for the common expense without the approval of sixty percent (60%) of the Co-Owners and Mortgagees, except as otherwise provided relating to annexation;

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- (2) The provisions of paragraph 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws; or,
  - (3) The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein; or
  - (4) The provisions of paragraph 17 of this Declaration without the consent of the Declarant.
- (E) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

24. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Supplemental Declarations, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the Rules and regulations applicable thereto as each may be amended from time to time.

25. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any property in this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things, in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

26. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement 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 Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenance or of the Common Areas or Limited Areas.

27. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until the last Dwelling Unit is sold, the project is turned over to the Co-Owners' Association, or December 31, 1986, whichever first occurs. In the event there is an annexation or annexations of an additional Section or Sections, the same rule will apply to amendments and supplements to this Declaration as pertains to each individual Section. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit in each respective Section is sold.

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

29. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Dwelling Unit. Nor does the Association waive the right to place a lien on the Dwelling Unit and foreclose same by failing to do so when payment is not timely made of the Common Expenses by the Owner when due.

30. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or effect the rest of this Declaration or the attached By-Laws.

That in the event this Declaration, or any amendments thereto, or the Code of By-Laws of Castleton Farms Co-Owners Association, is inconsistent with the Horizontal Property Act of Indiana, same being IC 32-1-6-2 et seq., the latter will prevail and any term or condition of the former in conflict with the Act is modified to conform to the terms of the Act incorporated therein.

31. Floor Plans. The Plans, as described in paragraph 1 (u) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, under No. 81-55353, as of August 28, 1981, and amended Plans as may, from time to time, be so filed pursuant to this Declaration.

32. Additional Warranties. Declarant certifies that the condominium project has been created and is existing in full compliance with the requirements of the condominium enabling statute of the jurisdiction in which the condominium project is located, and all other applicable laws.

That is any "right of first refusal" is incorporated into the declaration or amendments thereto, same shall not impair the rights of a mortgagee to:

1. (a) Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or
  - (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor or
  - (c) sell or lease a unit acquired by the mortgagee.
2. (a) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:
  - (b) by act or omission, seek to abandon or terminate the condominium project;

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(c) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

(d) partition or subdivide any condominium unit.

3. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document will entitle the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

4. All amenities (such as parking and service areas) are a part of the condominium project and all covered by the mortgage at least to the same extent as are the common elements.

5. In the event amenities are built or established in the Regime, such amenities, if any, are to be considered a part of the Regime and attendant with any mortgage shall be included the common areas and facilities appurtenant to the Property as defined in the Declaration.

6. A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents

which is not cured within sixty (60) days.

7. All sums assessed by the Co-Owners' Association, pursuant to IC 32-1-6-22, shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of common areas and facilities which fund shall be used for those purposes and not of repair facilities. Such reserve fund shall be funded by special assessment and shall not be commingled with the fund used for ordinary repair of facilities.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

R & P ENTERPRISES, INC.  
(A Corporation)

By: Paul B. Milhous  
President

ATTEST: Talbot W. Denny  
Vice President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF            )

Before me, a Notary Public in and for said County and State, personally appeared Paul B. Milhous, as President, and Talbot W. Denny, Vice President, respectively, of R & P Enterprises, Inc., a corporation, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 25th day of August, 1981.

Maureen M. Hill  
Notary Public

My Commission Expires:  
August 1, 1982

County of Residence: Marion

This document prepared by:  
Joseph F. Quill  
Attorney at Law

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EXHIBIT "A"

CASTLETON FARMS -- SECTION ONE

Part of the South half of the Northeast quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northeast quarter of said Section 26; thence South  $90^{\circ} 00' 00''$  West (assumed bearing) on the South line of said Northeast quarter 120.38 feet to the point of beginning of this description; thence continue South  $90^{\circ} 00' 00''$  West on and along said South line 656.00 feet to the West line of the East half of said Northeast quarter; thence North  $00^{\circ} 12' 09''$  East on and along said West line 596.25 feet; thence South  $89^{\circ} 47' 51''$  East 138.42 feet; thence North  $02^{\circ} 13' 15''$  East 96.61 feet; thence North  $87^{\circ} 13' 15''$  East 107.00 feet; thence North  $56^{\circ} 26' 01''$  East 126.84 feet; thence South  $24^{\circ} 45' 56''$  East 211.31 feet; thence South  $59^{\circ} 00' 00''$  West 115.97 feet; thence South  $31^{\circ} 00' 00''$  East 602.00 feet to the point of beginning of this description. Containing 7.40 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

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EXHIBIT "D"

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East, in Marion County, Indiana, described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 26, Township 17 North, Range 4 East, thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) on the South line of said Northeast Quarter 1858.38 feet to the West line of the East Half of the Southwest Quarter of said Northeast Quarter; thence North 00 degrees 12 minutes 09 seconds East on said West line 1321.96 feet to the North line of the South Half of said Northeast Quarter; thence South 89 degrees 59 minutes 48 seconds East on said North line 1858.78 feet to the East line of said Northeast Quarter; thence South 00 degrees 13 minutes 12 seconds West on said East line 1321.85 feet to the place of beginning.

EXCEPT: That part of the above real estate conveyed to the City of Indianapolis by a Warranty Deed recorded as Instrument #76-63471, described as follows:

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Half Quarter Section running North on and along the East line of said Half Quarter Section a distance of 15.0 feet to a point; thence West parallel to the South line of said Half Quarter Section a distance of 15.0 feet to the beginning point of this description, said point being on the existing right of way of Hague Road and 75th Street; thence West on and along the existing right of way line a distance of 515.0 feet to a point; thence North parallel to the East line of said Half Quarter Section a distance of 15.0 feet to a point; thence East parallel to the South line of said Half Quarter Section a distance of 248.0 feet to a point; thence Northeasterly a distance of 182.62 feet to a point, said point being 45.0 feet North of the South line of said Half Quarter Section; thence Northeasterly a distance of 35.36 feet to a point, said point being 50.0 feet North of the South line of said Half Quarter Section; thence Northeasterly a distance of 36.06 feet to a point, said point being 45.0 feet West of the East line of said Half Quarter Section; thence Northeasterly a distance of 410.49 feet to a point, said point being 25.0 feet West of the East line of said Half Quarter Section; thence East parallel to the South line of said Half Quarter Section a distance of 10.0 feet to a point, said point being on the existing right of way line along Hague Road; thence South on and along the existing right of way line a distance of 475.0 feet to the point of beginning.

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CODE OF BY-LAWS OF  
CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.  
A NOT-FOR-PROFIT INDIANA CORPORATION

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating the Castleton Farms Horizontal Property Regime, Section I, to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, Co-owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Unit or any part of the Property, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board of Managers, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws, or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Tuesday of January each calendar year. The first annual meeting shall not be held until the second Tuesday of January, 1982.



or such earlier date as determined by the Declarant. At the annual meeting, the Co-owners shall elect the Board of Managers of the Association in accordance with the provision of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of the Co-owners who have not less than a majority of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at designated facilities, located in Marion County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time, and place of any meeting, and, in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Co-owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Co-owners at their address as it upon the records of the Association and to the Mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled multiplied by ten (10). Thus, an Owner with a Percentage Interest or Percentage Vote of .343 would be entitled to cast 34.30 votes.

(b) Multiple Owners. When the Owner of a Dwelling Unit constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Unit. At the time of acquisition of title to a Unit by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representatives for such Unit, which shall remain in effect until such

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appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall constitute relinquishment of this right to act as voting representative for the Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust and the agent or other representative of the Corporation duly empowered by the Board of Managers of such corporation shall cast the vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, the Owners representing a majority of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one percent (51%) of the total votes in accordance with the applicable provisions set forth in the Declaration.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

- (1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
- (2) Treasurer's Report. The Treasurer shall report to the Co-Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

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- (3) Budget. The proposed budget for the current calendar year shall be presented to the Co-owners for approval or amendment.
- (4) Election of Board of Managers. Nominations for the Board of Managers may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.
- (5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.
- (6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Managers.
- (7) Adjournment.

### ARTICLE III

#### Board of Managers

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Initial Board of Managers shall be composed of three (3) persons. After the expiration of the term of the initial Board of Managers, the constituency of such Board may be increased to nine (9) but that the number of members on the Board shall not exceed nine (9). No person shall be eligible to serve as a Manager unless he is an Owner or is an attorney, agent, or employee of Declarant.

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Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Paul Milhous, Roy Cordray, and Talbott W. Denny. The Initial Board shall hold office until 19 , or the date when the final unit in the build-out period is sold or the Project is turned over to the Co-owners Association, whichever occurs first, and thereafter the Board shall be elected in accordance with Article IX of the Articles of Incorporation of the Co-owners' Association.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Managers, except that no single Dwelling Unit may be represented on the Board of Managers by more than one person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Managers shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 3.02 above. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Co-owners if a Manager is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Managers. After the tenure of the initial Board of Managers, a Manager or Managers may be removed with or without cause by vote of a majority of the vote at a special meeting of the Co-owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Co-owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Managers. The Board of Managers shall provide for the administration of the Horizontal Property Regime, the maintenance, upkeep, and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) Protection, surveillance, and replacement of the Common Areas and Limited Areas;
- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;

- (d) Surfacing, paving, and maintaining streets, parking areas, garages, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Owners of the Owner's pro-rata share of the Common Expenses.
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Co-owners a full accounting of all receipts and expenses incurred in the prior years; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours.

Section 3107. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) To employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) To purchase for the benefit of the Co-owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Managers;
- (c) To procure for the benefit of the Owners, fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;

- (d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of the Co-Owners' Association, Inc.;
- (e) To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) To open and maintain a bank account or accounts in the name of the Association; and
- (g) To adopt, revise, amend, and alter from time to time, reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property

Section 3.08. Limitation on Board Action. After the tenure of the initial Board of Managers, the authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,000.00 without obtaining the prior approval of a majority of Owners, except in the following cases:

- (a) Supervision of, and full authority regarding replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received; and,
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-owners at the annual meeting.

Section 3.09. Compensation. No Manager shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

Section 3.10. Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of Managers. The Secretary shall give notice of regular meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meetings.

After the tenure of the Initial Board of Managers, a special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting shall, as to such Manager, constitute a waiver of notice of the time, place, and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Non-Liability of Managers. The Managers shall not be liable to the Co-owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct or bad faith. The Co-owners shall indemnify and hold harmless each of the Managers against any and all liability to any person, firm, or corporation arising out of contracts made by the Board on behalf of the Co-owners' Association, unless any such contract shall have been made in bad faith or contrary to these provisions of the Declaration or By-Laws. It is intended that the Managers shall have no personal liability with respect to the contracts made by them on behalf of the Association and that in all matters, the Board is acting for and on behalf of the Co-owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest represented by his membership certificate in the Association. Every contract made by the Board or the Managing Agent on behalf of the Association shall provide that the Board of Managers and the Managing Agent, as the case may be, is acting as agent for the Co-owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.11. Additional Indemnity of Managers. The Co-owners shall indemnify any person, his heirs, assigns, and legal representatives, made a party to any action, suit, or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein except as otherwise specifically provided herein in relation to proceeding that such Manager is liable for misconduct in the performance of his duties. The Co-Owners shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Co-owners that such Manager was not guilty of misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Manager, no Manager shall be considered or deemed to be guilty of or liable for misconduct in the performance of his duties where, acting in good faith, such Manager relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of the Association or any officer or employee thereof, or any accountant, attorney or other person, firm, or corporation employed by the Association to render advice or service unless such Manager had actual knowledge of the falsity or incorrectness thereof; nor shall a Manager be deemed guilty of or liable for misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

#### ARTICLE IV

##### Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.



Section 4.03. The President. The President shall be elected from among the Managers and shall be the chief executive officer of the Association. After the tenure of the initial Board of Managers, he shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Co-owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice-President. The Vice-President shall be elected from among the Managers and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.07. Assistant Officers. The Board of Managers may from time to time, designate and elect from among the Co-owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Managers may prescribe.

ARTICLE V

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred, and paid during the preceding calendar year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Co-owners at the meeting of the Association for adoption and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Co-owners, the budget may be approved in whole or in part, or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Co-owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Dwelling Unit based on the Percentage Interest of each Unit as it relates to the total membership of the Association. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (hereinafter called the "Regular Assessment"). The Regular Assessment against each Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. Payment of the monthly installments of the regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, Owner may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Unit as of the first day of the month after adoption.

Upon the completion of each Section of the Horizontal Property Regime, the Co-owners thereof, together with Co-owners of Sections theretofore turned over to the Co-owners Association,

81 55352

together with the cost of all appurtenances to such Sections, will thereafter bear the costs of maintenance of such Sections, subject to all warranties as to habitability of the Dwelling Units, and Declarant will be responsible for such maintenance of those areas or sections not yet annexed.

/Monthly

During the year 1957, the Interim Assessment on the conveyance of title to any Dwelling Unit to an Owner is fixed at \$42.00. Each year thereafter, such Interim assessment may not be cumulatively increased more than 12% each succeeding year. After the termination of the Interim Assessment, the Formula based on Percentage Interest, as fully set out in the Declaration, will determine the Regular Assessment.

**Section 5.04. Special Assessments.** Each of the Owners within the Property shall automatically and mandatorily be members in the Co-owners' Association (the "Association") and entitled to all of the privileges and subject to all of the obligations thereof. Declarant and all Dwelling Unit Owners by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles of Incorporation and regulations of the Co-owners' Association and of the provisions hereof. Each Dwelling Unit Owner shall pay to the Association an annual assessment based on the Percentage Interest of such Unit as it relates to the Percentage Interest of the Unit Owner in the development, which assessment will be necessary to provide for maintenance and repair of the Common Areas and Limited Common Areas, together with necessary insurance, reserve fund for replacements, maintenance, and operation of the community activities facilities of the Association, and for any other necessary function for such maintenance and operation of the Regime.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, special assessments for the purpose of defraying, in whole or in part, (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies; provided that any such assessments shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Each Owner of a Building Unit shall pay to the Association a special assessment based on the same Percentage Interest as the annual assessment as defined above, of the total sum approved to meet the costs and expenses as heretofore provided.

The amount of the annual assessment or of any special assessment provided for in this section, against each Owner and the amount of the annual or any special assessment, if any, against Declarant, as provided for in this Section, shall be assessed as a lien at the beginning of each annual assessment period or at the time of special assessment, as the case may be. Each assessment shall be due and payable within thirty (30) days of the assessment, and, upon default of payment within such period of time, such assessment shall be a lien against the defaulting Owner and against that part of the Property, if any, owned by the defaulting Declarant, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties. Any such lien against a Building Unit or against that part of the Property, if any, owned by the Declarant, shall be subordinate to any recorded first mortgage covering such Building Unit or, as the case may be, covering that part of the Property, if any, owned by the Declarant.

Both annual and special assessments may be collected on a monthly basis.

Section 5.05. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Building Unit which, if neglected, would adversely affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories belonging to the Owner and appurtenant to the Building Unit.

#### ARTICLE VI

##### Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Building Units, Common Areas, Limited Areas, and the Property and, in addition, to those set forth in the Declaration. These are as follows:

- (a) All Building Units shall be used exclusively for residential purposes and occupancy for a single-family. Nothing herein contained shall restrict the use of premises during construction and sale period as "Models", office, construction trailer and equipment, and for storage of equipment, materials and supplies.

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(b) No additional buildings shall be erected other than the buildings designated in the Declaration and shown on the Plans.

(c) Nothing shall be done or kept in any Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.

(d) No waste shall be committed in the Units, Common Areas or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, or on or upon any balcony or patio, and no sign, awning, canopy, shutter, or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other part of the Building without the prior written consent of the Board.

(f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas or Limited Areas, except that small pet dogs, cats, or customary household pets may be kept in a Building Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon two (2) written notices from the Board to the respective Owner.

(g) Nothing shall be done or permitted in any Building Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Building Unit or to be a nuisance, annoyance, inconvenience, or damage to other tenants of

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the Building or neighborhood, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

(h) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material by the Owners.

(i) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced, or permitted on the Property.

(j) No "For Sale", "For Rent", or "For Lease" signs or other window advertising display shall be maintained or permitted on any part of the Property or any Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "For Sale" or "For Lease" signs on any unoccupied or unoccupied Units.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be issued by the Board governing the operation, use, and enjoyment of the Common Areas and Limited Areas.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within the Property, provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. The parking of any type or kind of vehicle shall not be permissible upon the streets.

(m) No Owner shall be allowed to plant trees, landscape, or do any gardening in any of the Common Areas or Limited Areas, except with the express permission from the Board.

(n) All trash or refuse shall be stored in appropriate containers inside the Unit (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Managers.

Section 6.02. Right of Entry. An Owner or occupant of a Building Unit shall grant the right of entry to the Managing Agent or any person authorized by the Board in case of any emergency originating in or threatening his Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Building Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to, the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

#### ARTICLE VII

##### Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than fifty-one percent (51%) of the vote of the Co-owners in a duly constituted meeting called for such purpose except that right is reserved to the Board of Managers to so amend during the period set out in Section 3.02 above.

#### ARTICLE VIII

##### Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Unit or the Mortgagee shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration or By-laws or proxy granted to such Mortgagee in connection with the mortgage.

A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days. Seller further warrants that: (i) such request has been made by Seller, (ii) subsequent to the Delivery Date, Seller, as Servicer, will notify FHLMC of any notice of such default, as prescribed in Servicer's Guide."

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Unit, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statements.

ARTICLE IX

Section 9.01 Power of Attorney. The power of attorney executed by each Owner in favor of the Declarant, as Agent, and referred to in the Declaration and these By-Laws, is incorporated herein by reference and the terms and conditions of each are subject to the terms and conditions of said power of attorney.

CERTIFICATION

The undersigned, being first duly sworn, hereby certifies that the within and foregoing Code of By-Laws of Castleton Farms Co-Owners Association, Inc., are true and correct.

*Joseph F. Quill*  
Joseph F. Quill

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 25th day of August, 1981.

My Commission Expires:

August 1, 1982

*Shane M. Heibel*  
Notary Public  
County of Residence: Marion

Prepared by Joseph F. Quill, Attorney at Law

81 55352



CROSS REFERENCE

81 56368

CROSS REFERENCE

630

First Amendment To The Declaration  
Of The Horizontal Property Ownership  
Of Castleton Farms Horizontal Property  
Regime

RECORDED FOR RECORD  
LOGGERS CAMP  
RECORDERS MARION CO.

SEP 3 8 09 AM '81

This First Amendment to the Declaration made this 2nd day of September, 1981, by R & P Enterprises, Inc., California Corporation, hereinafter referred to as "Declarant";

Witness:

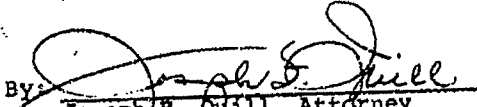
Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 81-013709 on August 28, 1981; and,

Whereas, the following amendments are hereby incorporated into said original Declaration and said Declaration is amended to conform hereto:

Section 1. This First Amendment modifies and amends Section 3 of the said original Declaration, said Section nominated "Description of Dwelling Units", by deleting the figures and word "1-15 and 113-134" and inserting in lieu thereof the figures and word "1-16 and 113-136".

In Witness Whereof, the undersigned has caused this First Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be recorded in the Office of the Recorder of Marion County, Indiana.

R & P Enterprises, Inc.

By:   
Joseph F. O'Neil, Attorney  
in Fact for Paul B. Milhous,  
President

81 56368

Acknowledgement

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Quill, known to me to be the Attorney in Fact for Paul B. Milhous, President of R. & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 02<sup>nd</sup> day of September, 1981.

*John L. Bates*  
Notary Public *JOHN L. BATES*

Resident Of: Marion County

My Commission Expires:

June 17, 1985

81 56368

THIS INSTRUMENT PREPARED BY:

JOSEPH F. QUILL  
Attorney at Law  
613 Union Federal Building  
45 N. Pennsylvania Street  
Indianapolis, Indiana 46204  
(317) 632-5892

CROSS REFERENCE

81 69119

CROSS REFERENCE

950

Second Amendment To The Declaration  
Of the Horizontal Property Ownership  
Of Castleton Farms Horizontal Property Regime

This Second Amendment to the Declaration made this 9th day of October, 1981, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant";

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55353 on August 28, 1981; and,

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LOUISIANA  
NOV 5 8 31 AM '81

Whereas, the First Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-56368 on the 3rd day of September, 1981; and,

Whereas the following amendments are hereby incorporated into said original Declaration, as amended and said Declaration is amended to conform hereto:

Section 1. Section 23(e)(1) at page 18 of the Declaration the words and figures "sixty percent (60%)" are deleted and, in lieu thereof, the words and figures "at least sixty-seven percent (67%)" are inserted.

Section 2. Section 32 at page 21 in the second paragraph under Additional Warranties the words "That is any . . ." are deleted and, in lieu thereof, the following words: "That if any." are inserted.

Section 3. Section 32 at page 22 at Section 4 thereunder, under Additional Warranties the words "and all covered" are deleted and, in lieu thereof, the words "and are covered" are inserted.

Section 4. Section 32 at page 23 at Section 7 thereunder, under Additional Warranties the words "not of repair facilities" are deleted and, in lieu thereof, the words "not for repair of

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27  
This Second Amendment to the Declaration made this 9th day of October, 1981, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant",

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55369 on August 28, 1981; and,

Whereas, the First Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-56368 on the 3rd day of September, 1981; and,

Whereas the following amendments are hereby incorporated into said original Declaration, as amended and said Declaration is amended to conform hereto:

Section 1. Section 23(e)(1) at page 18 of the Declaration the words and figures "sixty percent (60%)" are deleted and, in lieu thereof, the words and figures "at least sixty-seven percent (67%)" are inserted.

Section 2. Section 32 at page 21 in the second paragraph under Additional Warranties the words "That is any . . . ." are deleted and, in lieu thereof, the following words: "That if any. . ." are inserted.

Section 3. Section 32 at page 22 at Section 4 thereunder, under Additional Warranties the words "and all covered" are deleted and, in lieu thereof, the words "and are covered" are inserted.

Section 4. Section 32 at page 23 at Section 7 thereunder, under Additional Warranties the words "not of repair facilities" are deleted and, in lieu thereof, the words "not for repair of

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Edwin S. S. [Signature]  
MARION COUNTY

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MARION COUNTY

facilities" are inserted. In addition, at the said Section, page and Section thereunder, the words "special assessment" are deleted and, in lieu thereof, the words "regular install-ments" are inserted.

Section 5. This Second Amendment shall include the addition of Section 2 to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime, the legal description of which is attached hereto and is nominated "Legal Description For Castleton Farms - Section 2", containing 3.89 acres.

Section 6. That pursuant to the said Declaration and this amendment, the Percentage Interest for each Unit for Sections 1 and 2 shall be 1.38888 percent.

In Witness Whereof, the undersigned has caused this Second Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be recorded in the Office of the Recorder of Marion County, Indiana.

R & P Enterprises, Inc.

By: Joseph F. Quill, Attorney in Fact  
Joseph F. Quill, Attorney  
in Fact for Paul B. Milhous  
President

ACKNOWLEDGEMENT

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State,  
personally appeared Joseph F. Quill, known to me to be the  
Attorney in Fact for Paul B. Milhous, President of R & P  
Enterprises, Inc., who acknowledged the execution of the fore-  
going instrument.

Witness my hand and seal this 9<sup>th</sup> day of October, 1981.

*Fern L. Bales*  
Notary Public *FERN L. BALES*

My Commission Expires:

June 17, 1985

THIS INSTRUMENT PREPARED BY:

JOSEPH F. QUILL  
Attorney at Law  
QUILL, BOBERSCHMIDT, MILLER & TURNER  
613 Union Federal Building  
Indianapolis, Indiana 46204  
(317) 632-5892

81 69119

LEGAL DESCRIPTION  
CASTLETON FARMS  
SECTION TWO

Part of the South half of the Northeast quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to wit:

Commencing at the Southeast corner of the Northeast quarter of said Section 26; thence South  $90^{\circ}00'00''$  West (assumed bearing) on the South line of said Northeast quarter 1858.38 feet to the West line of the East half of said Northeast quarter; thence North  $00^{\circ}12'09''$  East on and along said West line 685.42 feet; thence North  $87^{\circ}13'15''$  East 192.19 feet to the point of beginning of this description; thence North  $02^{\circ}13'15''$  East 223.83 feet; thence South  $79^{\circ}30'00''$  East 113.60 feet, thence North  $86^{\circ}30'00''$  East 407.99 feet, thence South  $21^{\circ}09'38''$  West 120.00 feet; thence South  $39^{\circ}22'25''$  West 84.42 feet; thence South  $45^{\circ}47'17''$  East 141.09 feet; thence North  $84^{\circ}46'34''$  East 60.82 feet; thence South  $13^{\circ}30'00''$  East 232.31 feet; thence North  $83^{\circ}00'00''$  West 206.00 feet; thence North  $45^{\circ}00'00''$  West 211.00 feet; thence South  $59^{\circ}00'00''$  West 49.03 feet; thence North  $24^{\circ}45'56''$  West 211.31 feet; thence South  $56^{\circ}26'01''$  West 126.84 feet; thence South  $87^{\circ}13'15''$  West 56.82 feet to the point of beginning of this description. Containing 3.89 acres, more or less and subject to all legal highways, right-of-way and easements of record.

THIRD AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP OF CASTLETON  
FARMS HORIZONTAL PROPERTY REGIME

82 07920  
ORIGINAL

(Does Not Affect Percentage Interest)

CROSS REFERENCE

CROSS REFERENCE

This Third Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime made this 12th day of February, 1982, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant."

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

Whereas, Declarant executed its First Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794 on June 26, 1981; and,

Whereas, the Second Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119 on the 5th day of November, 1981; and,

Whereas, the following amendments are hereby incorporated into said original Declaration, as amended, and said Declaration, as amended, is further amended as follows:

Witness:

1. That Article 27 of said Declaration is amended by deleting the following words: "until the last dwelling unit is sold" and inserting, in lieu thereof, the following: "120 days after the date by which 75% of the units have been conveyed to until purchasers."

2. There is added a further Article (Article 32) which provides as follows:

"32. The Horizontal Property Regime may not be amended (except for adjustment of percentage interest as units are annexed) or merged with a successors condominium regime without prior written approval of the Veterans Administration."

3. There is added a further Article (Article 33) which provides as follows:

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RECORDER-MARION CO.  
CASTLETON CAMP



"33. In the event a Management Agreement is executed, same shall run for a period of no more than one (1) year and shall be renewable by consent of the Co-Owners' Association's Board of Managers. Such agreement will contain a clause allowing termination of the Management Agreement for cause upon thirty (30) days notice."

4. That Article 8 of said Declaration is amended by deleting of the following words in the second paragraph thereof:

"of sixty percent (60%) of the Co-Owners."

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 12<sup>th</sup> day of February, 1982.

R & P Enterprises, Inc.  
"Declarant"

By: Joseph S. Guille

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public, in and for the above named State and County, this 12<sup>th</sup> day of February, 1982.

Sherry J. Douglas  
Notary Public  
Resident of Marion County

My Commission Expires:

11-15-85

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CROSS REFERENCE

FOURTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP OF CASTLETON  
FARMS HORIZONTAL PROPERTY REGIME

FILED  
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03 260 6  
CROSS REFERENCE

This Fourth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime made this 14th day of July, 1982, by R & Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant."

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.  
JUL 14 3 24 PM '82

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

Whereas, Declarant executed its First Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794 on June 26, 1981; and

Whereas, the Second Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119 on the 5th day of November, 1981; and,

Whereas, the Third Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82 07920 on the 18th day of February, 1982; and,

Whereas, the following Fourth Amendment is hereby incorporated into said original Declaration, as amended:

1. This Fourth Amendment shall provide for the addition of Section Three to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime, the

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legal description of which is attached hereto and is nominated "Legal Description for Castleton Farms - Section 3," containing 1.37 acres.

2. That pursuant to the said Declaration, as amended and this amendment, the Percentage Interest for Sections 1, 2 and 3 shall be 1.25%.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be recorded in the Office of the Recorder of Marion County, Indiana.

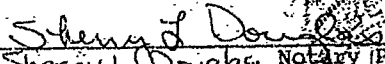
R & P ENTERPRISES, INC.

By:   
Talbot W. Denny

ACKNOWLEDGEMENT

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, known to me to be the Vice-President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.  
Witness my hand and seal this 14th day of July, 1982.

  
Sherry L. Douglas, Notary Public  
Resident of Marion County

My Commission Expires:

11-19-85

82 37477

THIS INSTRUMENT PREPARED BY:

JOSEPH F. QUILL  
Attorney at Law  
QUILL, BOBERSCHMIDT MILLER & TURNER  
613 Union Federal Building  
Indianapolis, Indiana 46204  
(317) 632-5892

LEGAL DESCRIPTION FOR  
CASTLETON FARMS - SECTION 3

PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 90°00'00" WEST (ASSUMED BEARING) ON THE SOUTH LINE OF SAID NORTHEAST QUARTER 1858.38 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 00°12'09" EAST ON AND ALONG SAID WEST LINE 691.80 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00°12'09" EAST ON AND ALONG SAID WEST LINE 137.97 FEET; THENCE NORTH 89°47'51" EAST 146.69 FEET; THENCE NORTH 02°13'15" EAST 86.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 197.00 FEET AND A CHORD BEARING OR NORTH 40°13'04" EAST A DISTANCE OF 242.56 FEET; THENCE ON AND ALONG SAID CURVE 261.29 FEET TO THE POINT OF TANGENCY; THENCE NORTH 78°13'15" EAST 10.00 FEET; THENCE SOUTH 11°46'45" EAST 207.28 FEET; THENCE SOUTH 86°30'00" WEST 47.01 FEET; THENCE NORTH 79°30'00" WEST 113.60 FEET; THENCE SOUTH 02°13'15" WEST 223.83 FEET; THENCE SOUTH 87°13'15" WEST 50.18 FEET; THENCE SOUTH 89°47'51" WEST 141.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 1.37 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

82 37477

800

82 63978

CROSS REFERENCE

FILED

FIFTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP OF CASTLETON  
FARMS HORIZONTAL PROPERTY REGIME

NOV 15 1982  
041087  
MARION COUNTY ASSESSOR

This Fifth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime made this 12th day of November, 1982, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant."

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

Whereas, Declarant executed its First Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 81-56368 on Sept. 1981; and,

Whereas, the Second Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119 on November 5, 1981; and,

Whereas, the Third Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82 07920 on February 18, 1982; and,

Whereas, the Fourth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477 on July 14, 1982; and,

Whereas, the following Fifth Amendment is hereby incorporated into said original Declaration, as amended:

1. This Fifth Amendment shall provide for the addition of Section Four to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime, the legal description of which is attached hereto as is nominated

CROSS REFERENCE

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.  
NOV 15 12 41 PM '82

82 63978

"Legal Description for Castleton Farms - Section 4,"  
containing 0.31 acres.

2. That pursuant to the said Declaration, as amended  
and this amendment, the Percentage Interest for each unit  
now incorporated into the said Regime (including this  
Section 4) is 1.1904 %.

IN WITNESS WHEREOF, the undersigned has caused this Fifth  
Amendment to the Declaration of the Horizontal Property  
Ownership of Castleton Farms Horizontal Property Regime to  
be executed this 12th day of November, 1982.

R & P ENTERPRISES, INC.

By:

Joseph F. Quill  
Joseph F. Quill, Attorney-in-  
Fact for Paul B. Milhouse  
President of R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me a Notary Public in and for said County and  
State, personally appeared Joseph F. Quill, Attorney-in-  
Fact for Paul B. Milhouse, President of R & P Enterprises,  
Inc., who acknowledged the execution of the foregoing  
instrument.

Witness my hand and seal this 12th day of November, 1982.

Sherry L. Douglas  
Sherry L. Douglas, Notary Public  
Resident of Marion County

My Commission Expires:

11-19-85

THIS INSTRUMENT PREPARED BY:

JOSEPH F. QUILL ✓  
Attorney at Law  
QUILL BOBERSCHMIDT MILLER & TURNER  
613 Union Federal Building  
Indianapolis, IN 46024  
(317) 632-5892

82 63978

CASTLETON FARMS

SECTION FOUR

Part of the South half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, described as follows, to wit:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26; thence North 90 Degrees 00 Minutes 00 Seconds West (Assumed Bearing) on and along the South Line of said Northeast Quarter 1858.38 feet to the West Line of the East Half of the Southwest Quarter of said Northeast Quarter, said Line also being the West Line of Castleton Farms, Section One, Recorded as Instrument #81-55353 in the Office of the Marion County Recorder, thence North 00°12'09" East 596.25 feet on and along said Line to the point of beginning; thence South 89°47'51" East on and along the North Line of said Castleton Farms, Section One 138.42 feet; thence North 02°13'15" East on and along said West line of Castleton Farms, Section One, 96.61 feet to the South Line of Castleton Farms, Section Three Recorded as Instrument #82-37476 in the Office of the Marion County Recorder; thence South 89°47'51" West on and along said South Line 141.82 feet to the West line of said East half of the Southwest Quarter of said Northeast Quarter; thence South 00°12'09" West on and along said West line 95.55 feet to the point of beginning of this description. Containing 0.31 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

EXHIBIT "A"

CROSS REFERENCE

CROSS REFERENCE

82  
1

82 73643

SIXTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP OF CASTLETON  
FARMS HORIZONTAL PROPERTY REGIME

This Sixth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime made this 29<sup>th</sup> day of December, 1982, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant."

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

Whereas, Declarant executed its First Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794 on June 26, 1981; and,

Whereas, the Second Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119 on November 5, 1981; and,

Whereas the Third Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82 07920 on February 18, 1982; and,

Whereas, the Fourth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477 on July 14, 1982; and,

Whereas, the Fifth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-63578 on November 15, 1982.

Whereas, the following Sixth Amendment is hereby incorporated into said original Declaration, as amended:

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.

Dec 30 11 31 AM '82

82 73643

FILED

78 DEC 30 1982

43923



1. This Sixth Amendment shall provide for the addition of Section Five to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime, the legal description of which is attached hereto and is nominated "Legal Description for Castleton Farms - Section 5," containing 1.58 acres.

2. That pursuant to the said Declaration, as amended and this amendment, the Percentage Interest for each unit now incorporated into the said Regime (including this Section 5) is 1.1363 %.

IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 29th day of December, 1982.

R & P ENTERPRISES, INC.

By:

Joseph F. Quill  
Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous  
President of R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 29th day of December, 1982.

Sherry L. Douglas  
Sherry L. Douglas, Notary Public  
Resident of Marion County

My Commission Expires:

11-12-85

THIS INSTRUMENT PREPARED BY:

82 73643

JOSEPH F. QUILL  
Attorney at Law  
QUILL BOBERSCHMIDT MILLER & TURNER  
613 Union Federal Building  
Indianapolis, IN 46204  
(317) 632-5892

LEGAL DESCRIPTION FOR  
CASTLETON FARMS -- SECTION FIVE

Part of the South Half of the Northeast Quarter of  
Section 26, Township 17 North, Range 4 East in Marion County,  
Indiana, more particularly described as follows, to wit:

Commencing at the Southeast Corner of said Half Quarter  
Section; Thence North 00 Degrees 13 Minutes 12 Seconds East  
on and along the East Line of said Half Quarter Section 850.00  
Feet to the Point of Beginning of this Description; Thence  
Continue North 00 Degrees 13 Minutes 12 Seconds East on and  
Along said East Line 204.00 Feet; Thence South 90 Degrees 00  
Minutes 00 Seconds West 200.00 Feet; Thence South 56 Degrees  
00 Minutes 00 Seconds West 208.08 Feet; Thence South 07 Degrees  
12 Minutes 50 Seconds East 70.31 Feet; Thence South 00 Degrees  
16 Minutes 49 Seconds East 17.62 Feet; Thence South 80 Degrees  
16 Minutes 49 Seconds East 114.38 Feet; Thence North 85 Degrees  
38 Minutes 45 Seconds East 250.80 Feet to the Point of  
Beginning. Containing 1.58 Acres, More or Less, and Subject  
to all Legal Highways, Rights-of-Way and Easements of Record.

82. 73643

CROSS REFERENCE

83 14773

SEVENTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP OF CASTLETON  
FARMS HORIZONTAL PROPERTY REGIME

3 FILED  
MAR 07 1983 #04478  
MARION COUNTY, INDIANA

CROSS REFERENCE

This Seventh Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime made this 11<sup>th</sup> day of February, 1983, by R & P Enterprises, Inc., a California corporation, herein-after referred to as "Declarant."

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER, MARION CO.  
MAR 7 12 02 PM '83

Whereas, Declarant executed its First Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794 on June 26, 1981; and,

Whereas, the Second Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119 on November 5, 1981; and,

Whereas, the Third Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920 on February 18, 1982; and,

Whereas, the Fourth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477 on July 14, 1982; and,

Whereas, the Fifth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-63978 on November 15, 1982; and,

Whereas, the Sixth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643 on December 30, 1982.

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER, MARION CO.

MAR 7 12 02 PM '83

83 14773

Whereas, the following Seventh Amendment is hereby incorporated into said original Declaration, as follows:

1. This Seventh Amendment shall provide for the addition of Sections Six and Seven to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime, the legal description of which is attached hereto and is nominated "Legal Description for Castleton Farms - Sections Six and Seven," containing 0.93 acre and 0.77 acre respectively, or a total of 1.70 acres.

2. That pursuant to the said Declaration, as amended and this amendment, the Percentage Interest for each unit now incorporated into the said Regime (including Sections Six and Seven) is 1.000%.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 11<sup>th</sup> day of February, 1983.

R & P ENTERPRISES, INC

By: Joseph F. Quill

Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous  
President of R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 11 day of February, 1983.

Sherry G. Douglas  
Sherry G. Douglas, Notary Public  
Resident of Marion County, Indiana

My Commission Expires:

11-19-85

THIS INSTRUMENT PREPARED BY:

JOSEPH F. QUILL  
Attorney at Law  
QUILL BOBERSCHMIDT MILLER & TURNER  
613 Union Federal Building  
Indianapolis, IN 46204  
(317) 632-5892

83 14773

LEGAL DESCRIPTION FOR CASTLETON FARMS

SECTIONS SIX AND SEVEN

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to wit:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26; Thence South 90°00'00" West (assumed bearing) on and along the South Line of said Northeast Quarter 914.90 Feet; Thence North 13°30'00" West 598.59 Feet; Thence North 36°43'15" East 152.59 Feet; Thence North 51°16'45" West 257.21 Feet to the East Line of Castleton Farms, Section Two as Recorded in Instrument #81-69120 in the Office of the Recorder of Marion County, Indiana; Thence North 21°09'38" East on and along said East Line 65.00 Feet to the Northeast Corner of said Section Two; Thence South 86°30'00" West on and along the North Line of said Section Two, 407.99 Feet; Thence North 79°00'00" West on and along said North Line 113.60 Feet to the Northwest Corner of said Section Two; Thence North 87°30'52" East 50.15 Feet to the West Line of Castleton Farms, Section Three, as Recorded in Instrument #82-37476 in the Office of the Recorder of Marion County, Indiana; Thence South 02°13'15" West on and along said West Line 86.60 Feet to a Point on the North Line of said Section Three; Thence South 89°47'51" West 146.69 Feet to a Point on the West Line of the East Half of the Southwest Quarter of said Northeast Quarter; Thence North 00°12'09" East on and along said West Line 265.00 Feet; Thence South 89°59'48" East 100.00 Feet; Thence South 52°52'22" East 111.44 Feet; to the Point of Curvature of a Curve to the Left. Said Curve having a Radius of 197.00 Feet and a Chord Bearing of South 19°40'01" West a Distance of 118.17 Feet; Thence on and Along said Curve also being the Northwesterly Line of said Section Three 120.00 Feet to the Point of Tangency also being the Beginning Point of this Description. Containing 0.93 Acres More or Less and Subject to all Legal Highways, Rights-of-Way and Easements of Record.

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to wit:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26; Thence South 90°00'00" West (assumed bearing) on and along the South Line of Said Northeast Quarter 914.90 Feet; Thence North 13°30'00" West 598.59 Feet to the Beginning Point of this Description; Thence North 38°43'15" East 152.59 Feet; Thence North 51°16'45" West 257.21 Feet to the East Line of Castleton Farms Section Two as Recorded in Instrument #81-69120 in the Office of the Recorder of Marion County, Indiana; Thence South 21°09'38" West on and along Said East Line 55.00 Feet; Thence South 39°22'25" West on and along Said East Line 84.42 Feet; Thence South 45°47'17" East on and along said East Line 141.09 Feet; Thence North 84°46'34" East on and along said East Line 60.82 Feet; Thence South 13°30'00" East on and along said East Line 72.55 Feet to the Beginning Point of this Description. Containing 0.77 Acres more or less and Subject to all Legal Highways, Rights-of-Way and Easements of Record.

CROSS REFERENCE

03 30205

CROSS REFERENCE

FILED

300

EIGHTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME

(75)

08982

This Eighth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime made this 9th day of May, 1983, by R & P Enterprises, Inc, a California corporation, hereinafter referred to as "Declarant."

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

Whereas, Declarant executed this First Amendment thereto which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794 on June 26, 1981; and,

Whereas, the Second Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119 on November 5, 1981; and,

Whereas, the Third Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920 on February 18, 1982; and

Whereas, the Fourth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477 on July 14, 1982; and,

Whereas, the Fifth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-63978 on November 15, 1982; and,

Whereas, the Sixth Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643 on December 30, 1982.

03 30205

Whereas, the Seventh Amendment to said Declaration was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773 on March 7, 1983.

Whereas, the following Eighth Amendment is hereby incorporated into said original Declaration, as follows:

1. This Eighth Amendment shall provide for the addition of Section Nine to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime, the legal description of which is attached hereto and is nominated "Castleton Farms--Section Nine" containing 3.25 acres.

2. That pursuant to the said Declaration, as amended and this amendment, the Percentage Interest for each unit now incorporated into the said Regime (including Section Nine) is

IN WITNESS WHEREOF, the undersigned has caused this Eighth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 9th day of May, 1983.

R & P ENTERPRISES, INC.

By:

Joseph F. Quill  
Joseph F. Quill, Attorney-in-Fact for Paul B. Milhouse  
President, R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhouse, President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.  
Witness my hand and seal this 9th day of May, 1983.

Sherry H. Douglas  
Sherry H. Douglas, Notary Public  
Resident of Marion County

My Commission Expires:

11-19-85

THIS INSTRUMENT PREPARED BY:

83 30205

Joseph F. Quill  
QUILL BOBERSCHMIDT MILLER & TURNER  
613 Union Federal Building  
Indianapolis, IN 46204  
(317) 632-5892

CASTLETON FARMS -- SECTION NINE

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, described as follows, to wit:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26; thence North 90°00'00" West (assumed bearing) on and along the South Line of said Northeast Quarter 1,858.38 feet to the West Line of the East Half of the Southwest Quarter of said Northeast Quarter; thence North 00°12'09" East on and along said West Line 1,904.78 feet to the beginning point of this description said point also being the Northwest Corner of Castleton Farms, Section Six, recorded as Instrument #83-14774 in the Office of the Marion County Recorder; thence continue North 00°12'09" East on and along said West line 227.18 feet to the North Line of the South Half of the Northeast Quarter of said Section 26; thence South 89°59'48" East on and along said North Line 455.00 feet; thence South 09°12'57" East 187.86 feet; thence South 89°30'00" East 134.46 feet; thence South 08°37'24" West 172.77 feet; thence South 86°30'00" West 125.00 feet; thence North 11°46'45" West 125.00 feet; thence South 78°13'15" West 121.00 feet to the East line of Castleton Farms, Section Three, recorded as Instrument #82-37476 in the Office of the Marion County Recorder; thence North 11°46'45" West on and along said East line 50.00 feet to the North Line of said Castleton Farms, Section Three; thence South 78°13'15" West on and along said North line 10.00 feet to the point of curvature of a curve to the Left, said Curve having a Radius of 197.00 feet, a Chord bearing of South 57°40'27" West and Chord Distance of 138.29; thence on and along said curve also being the North Line of said Section Three, 141.29 feet to a point on the North Line of aforesaid Castleton Farms, Section Six; thence North 52°52'22" West on and along said North Line 111.44 feet; thence North 89°59'48" West on and along said North line 100.00 feet to the point of beginning of this description. Containing 3.25 Acres more or less and subject to all legal highways, rights-of-way, and easements of record.



CROSS REFERENCE

83 31778

CROSS REFERENCE

FILED

650

AMENDED EIGHTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL PROPERTY  
OWNERSHIP OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

MAY 12 1983

08982

*Henry G. Fisk*  
MARION COUNTY CLERK

This Amended Eighth Amendment to the Declaration of the Horizontal Property Regime made this 12th day of May, 1983, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant,"

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

Whereas, the last Amendment to said Declaration, same being the Eighth Amendment thereto, which included Section Nine (9) of said Regime, was duly recorded in the Office of the Recorder of Marion County, Indiana, on the 9th day of May, 1983, as Instrument No. 83-30205; and,

Whereas, said Eighth Amendment inadvertently omitted the Percentage Interest in the common areas owned by each of the owners of the dwelling units; and,

Whereas, this amendment to the said Eighth Amendment to the said Declaration is made for the sole purpose of setting out the Percentage Interest of all dwelling units in said Regime, including said Section Nine (9), inadvertently omitted from the said Eighth Amendment, and same is now set at 1.16%.

IN WITNESS WHEREOF, the undersigned has caused this amendment to the Eighth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 12th day of May, 1983.

R & P ENTERPRISES, INC.

83 31778

By: *Joseph F. Guill*  
Joseph F. Guill, Attorney-in-Fact for Paul E. M. Ithous  
President, R & P Enterprises, Inc.

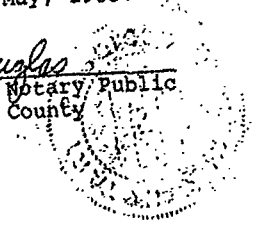
RECEIVED 1983 RECORDS  
BETH O'LAUGHLIN CO.  
RECORDER OF MARION CO.  
MAY 12 3 28 PM '83

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 12th day of May, 1983.

*Sherry L. Douglas*  
Sherry L. Douglas, Notary Public  
Resident of Marion County



My Commission Expires:  
11-19-85

THIS INSTRUMENT PREPARED BY:

03 31778

Joseph F. Quill  
QUILL BOBERSCHMIDT MILLER & TURNER  
613 Union Federal Building  
Indianapolis, IN 46204  
(317) 632-5892

CROSS REFERENCE

83 34128

CROSS REFERENCE

SECOND AMENDED EIGHTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL PROPERTY  
OWNERSHIP OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

This Second Amended Eighth Amendment to the Declaration of the Horizontal Property Regime made this 20<sup>th</sup> day of May, 1983, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant,"

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-55352 on August 28, 1981; and,

Whereas, the last Amendment to said Declaration, same being the Eighth Amendment thereto, which included Section Nine (9) of said Regime, was duly recorded in the Office of the Recorder of Marion County, Indiana, on the 9th day of May, 1983, as Instrument No. 83-30205; and,

Whereas, said Eighth Amendment to the Declaration was amended by the Amended Eighth Amendment to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime which was duly recorded in the Office of the Recorder of Marion County, Indiana, on the 12th day of May, 1983 as Instrument No. 83-31778;

Whereas, said Amended Eighth Amendment mistakenly allocated the Percentage Interest in the common areas owned by each of the owners of the dwelling units including the said Eighth Amendment to the Declaration (same being Section 9), to be 1.16%; and,

Whereas, this second amendment to the said Eighth Amendment to the said Declaration is made for the sole purpose of setting out the correct Percentage Interest of all dwelling units in said Regime, including said Section Nine (9), is set at .86206%.

RECEIVED FOR RECORD  
SETH O'LAUGHLIN  
RECORDER-MARION CO.

MAY 20 3 57 PM '83

83 34128

IN WITNESS WHEREOF, the undersigned has caused this  
Second Amendment to the Eighth Amendment to the Declaration  
of the Horizontal Property Ownership of Castleton Farms  
Horizontal Property Regime to be executed this 20<sup>th</sup> day  
of May, 1983.

R & P ENTERPRISES, INC.

By: Joseph F. Quill  
Joseph F. Quill, Attorney-in-  
Fact for Paul B. Milhous  
President, R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County  
and State, personally appeared Joseph F. Quill, Attorney-  
in-Fact for Paul B. Milhous, President of R & P Enterprises,  
Inc., who acknowledged the execution of the foregoing  
instrument.

Witness my hand and seal this 20th day of May, 1983.

Sherry E. Riley  
Sherry E. Riley, Notary Public  
Resident of Marion County

My Commission Expires:

8-4-85

THIS INSTRUMENT PREPARED BY

Joseph F. Quill  
83 34128

CROSS REFERENCE

83 49236

TENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

75  
JUL 14 1983  
14718  
MARION COUNTY AUDITOR  
CROSS REFERENCE  
200

THIS TENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Seventh Amendment"), made this 13th day of July, 1983, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument no. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

NOW, THEREFORE:

Declarant hereby makes this Tenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

83 49236

RECORDED-MARION CO.  
JUL 14 4 07 PM '83

RECEIVED FOR RECORD  
BETH O'AUSSLIN  
RECORDER-MARION CO.  
JUL 14 4 07 PM '83

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units Numbered 45-48, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Ten" dated June 17, 1983, certified by William R. Cole, Registered Land Surveyor No. 10621, and recorded July 14, 1983 as Instrument No.  in the office of the Recorder of Marion County, Indiana. 546

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.78125.

IN WITNESS WHEREOF, the undersigned has caused this Tenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 13th day of July, 1983.

R&P ENTERPRISES, INC.

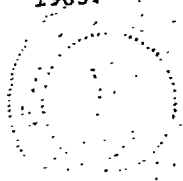
By Talbot W. Denny  
Talbot W. Denny,  
Vice President

RECEIVED FOR RECORD

STATE OF INDIANA )  
                          )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 13th day of July, 1983.



Mary Jo Hoff  
Signature

MARY JO HOFF  
Printed Notary Public

My Commission Expires:  
9-1-86

My County of Residence:  
Marion

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

83 49236

Part of the South half of the Northeast Quarter of Section 26,  
Township 17 North, Range 4 East in Marion County, Indiana described  
as follows, to-wit:

Commencing at the Southeast corner of said Half Quarter Section;  
thence North  $90^{\circ}00'00''$  (assumed bearing) on and along the South  
Line of said Half Quarter Section 1858.38' to the West line of  
the East half of the Southwest Quarter of said Northeast Quarter; thence  
North  $00^{\circ}12'09''$  East on and along said West line 1321.96' to the  
North line of said Half Quarter Section; thence South  $89^{\circ}59'48''$  East  
on and along said North line 435.00' to the POINT OF BEGINNING of  
this description; thence continue South  $89^{\circ}59'48''$  East on and along  
said North line 140.00'; thence South  $14^{\circ}00'00''$  West 186.72'; thence  
North  $89^{\circ}30'00''$  West 96.89'; thence North  $09^{\circ}12'57''$  West 187.86' to  
the POINT OF BEGINNING. Containing 0.51 acres more or less, and  
subject to all legal highways, rights-of-way and easements of record.

83 49236

EXHIBIT A

CROSS REFERENCE

83 58702

FILED

CROSS REFERENCE

ELEVENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

(75)

AUG 17 1983

17739

THIS ELEVENTH AMENDMENT TO THE DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL  
PROPERTY REGIME ("Eleventh Amendment"), made this 17<sup>th</sup> day  
of August, 1983, by R&P ENTERPRISES, INC., a California  
Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of  
Horizontal Property Ownership of Castleton Farms Horizontal  
Property Regime" ("hereinafter called "Declaration"), which  
Declaration was duly recorded in the office of the Recorder of  
Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the  
Declaration on June 26, 1981, and duly recorded the same in the  
Office of the Recorder of Marion County, Indiana, as Instrument  
No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the  
Declaration on November 5, 1981, and duly recorded the same in  
the office of the Recorder of Marion County, Indiana, as  
Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the  
Declaration on February 18, 1982, and duly recorded the same in  
the office of the Recorder of Marion County, Indiana, as  
Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fifth Amendment to said  
Declaration on November 15, 1982, and duly recorded the same in  
the office of the Recorder of Marion County, Indiana, as  
Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said  
Declaration on February 11, 1983, and duly recorded the same in  
the office of the Recorder of Marion County, Indiana, as  
Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said  
Declaration on May 9, 1983, and duly recorded the same in the  
office of the Recorder of Marion County, Indiana, as Instrument  
No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by  
Instrument dated May 12, 1983 and duly recorded as Instrument  
No. 83-31778 in the office of the Recorder of Marion County,  
Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently  
amended by instrument dated May 20, 1983 and July recorded as  
Instrument No. 83-34128 in the office of the Recorder of Marion  
County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said  
Declaration on May 27, 1983, and duly recorded the same in the  
office of the Recorder of Marion County, Indiana, as Instrument  
No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said  
Declaration on July 13, 1983, and duly recorded the same in the  
office of the Recorder of Marion County, Indiana, as Instrument  
No. 83-49236;

83 58702

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO.

AUG 17 4 03 PM '83



NOW, THEREFORE:

Declarant hereby makes this Eleventh Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units Numbered 153-156, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Eleven" dated July 20, 1983, certified by Larry A. Cramer, Registered Land Surveyor No. 50279.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.75758.

IN WITNESS WHEREOF, the undersigned has caused this Tenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 17 day of August, 1983.

R&P ENTERPRISES, INC.

By *Diane Hibbeln*  
Diane Hibbeln,  
Assistant Secretary

STATE OF INDIANA )  
                          )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Diane Hibbeln, the Assistant Secretary of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this instrument has been taken and done.

Witness my hand and Notarial Seal this 17th day of August, 1983.

*Linda J. Cummins*  
Signature

Linda J. Cummins  
Printed Notary Public

My Commission Expires:

April 14, 1986

My County of Residence:

Marion

This instrument prepared by Zeff A. Weiss, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282.

83 58702

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Northeast Quarter of said Section 26; thence South 90°00'00" West (assumed bearing) on and along the South Line of said Northeast Quarter 982.38 feet; thence North 00°00'00" East 200.00 feet; thence North 90°00'00" East 340.17 feet to the line of Castleton Farms Section One as recorded in Instrument #81-55353 in the Office of the Recorder of Marion County, Indiana; thence North 31°00'00" West 368.67 feet on and along said East line; thence North 59°00'00" East 165.00 feet to the Westerly line of Castleton Farms, Section Two as recorded in Instrument #81-69120 in the Office of the Recorder of Marion County, Indiana; thence South 45°00'00" East on and along said West line 211.00 feet to the Southwest corner of said Section Two; thence South 83°00'00" East on and along the South line of said Section Two 206.00 feet; thence North 13°00'00" West on and along the East line of said Section Two 159.76 feet to the Southwest corner of Castleton Farms Section Seven as recorded in Instrument #83-11774 in the Office of the Recorder of Marion County, Indiana; thence North 38°43'15" East 85.00 feet; thence South 45°00'00" East 145.52 feet; thence South 13°38'14" West 355.48 feet to the Beginning Point of this description containing 0.93 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

EXHIBIT A

83 58702

CROSS REFERENCE

83 63082

CROSS REFERENCE

FILED

(75) AUG 31 1983  
19132

TWELFTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

THIS TWELFTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Twelfth Amendment"), made this 23<sup>rd</sup> day of August, 1983, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

83 63082

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BETH O'LAUGHLIN  
RECORDER-MARION CO.  
Aug 31 3 47 PM '83

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

NOW, THEREFORE:

Declarant hereby makes this Twelfth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

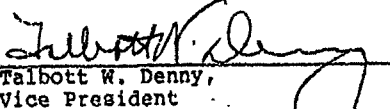
1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units Numbered 69 through 80 and 269 through 280, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Twelve" dated August 16, 1983 and certified by Larry A. Cramer, Registered Land Surveyor No. 50279.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.54103.

IN WITNESS WHEREOF, the undersigned has caused this Twelfth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 23rd day of August, 1983.

R&P ENTERPRISES, INC.

By   
Talbott W. Denny,  
Vice President

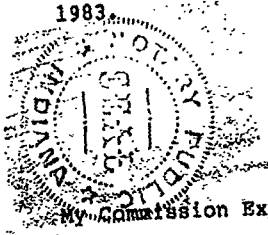
83 63082

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 22<sup>nd</sup> day of August,

1983.



Patricia A. Murphy  
Signature

Patricia A. Murphy  
Printed Notary Public

My County of Residence:

Johnson

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIG & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

Castleton Farms - Section Twelve

Part of the South half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Half Quarter section; thence North  $00^{\circ}13'12''$  East on and along the East line of said Half Quarter Section 1155.35 feet to the Northeast corner of Castleton Farms -- Section Eight as recorded in Instrument #83-36178 in the Office of the Recorder of Marion County, Indiana; thence South  $90^{\circ}00'00''$  West on and along the Northerly line of said Section Eight 353.00 feet to the point of beginning of this description; thence continue South  $90^{\circ}00'00''$  West 242.00 feet; thence North  $49^{\circ}59'19''$  West 85.00 feet; thence South  $34^{\circ}16'27''$  West 165.63 feet; thence South  $51^{\circ}13'15''$  West 37.00 feet to a point on a curve, ~~to the~~ <sup>Westerly</sup> ~~right,~~ said curve having a radius of 73.00 feet and a central angle of  $52^{\circ}00'00''$ ; thence on and along said curve 66.25 feet; thence South  $89^{\circ}12'56''$  West 44.19 feet; thence South  $00^{\circ}00'00''$  East 138.32 feet; thence North  $86^{\circ}30'00''$  East 75.00 feet; thence South  $00^{\circ}00'00''$  East 58.64 feet; thence North  $90^{\circ}00'00''$  East 287.40 feet; thence North  $07^{\circ}14'55''$  West on and along the Westerly line of said Section Eight 139.60 feet; thence South  $87^{\circ}46'45''$  East on and along the Northerly line of said Section Eight 137.00 feet; thence North  $19^{\circ}50'15''$  East on and along the Westerly line of said Section Eight 146.57 feet to the point of beginning of this description. Containing 2.33 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

said point being North  $51^{\circ}12'56''$   
East from the radius point,

83 63082

EXHIBIT A

**FILED**

83 66251

**FILED**

SEP 9 1983

LAWRENCE TOWNSHIP  
ASSESSOR

73

SEP 12 1983

020117

*Henry G. Gibson*  
MARION COUNTY AUDITOR

AMENDED TWELFTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

THIS AMENDED TWELFTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Amended Twelfth Amendment"), made this 12 day of September, 1983, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

CROSS REFERENCE

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

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BETH O'LAUGHLIN  
RECORDER-MARION CO.

SEP 12 2 46 PM '83

83 66251

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082; and

WHEREAS, Declarant desires to amend said Twelfth Amendment to ensure proper access to the Dwelling Units thereby added to Castleton Farms Horizontal Property Regime;

NOW, THEREFORE:

Declarant hereby makes this Amended Twelfth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds additional real estate to the Castleton Farms Horizontal Property Regime, so that Section 12 thereof shall consist of the real estate described in Exhibit A attached hereto and made a part hereof, and as shown on a certain plat entitled "Castleton Farms - Section 12 Amended," dated September 8, 1983, and certified by William R. Cole, Registered Professional Engineer No. 8521.

no additional units

2. Declarant hereby adds <sup>no additional units</sup> to the Castleton Farms Horizontal Property Regime, so that the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime remains equal to 0.64103.

IN WITNESS WHEREOF, the undersigned has caused this Amended Twelfth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 9th day of September, 1983.

R&P ENTERPRISES, INC.

By Diane M. Hibbeln  
Diane M. Hibbeln,  
Vice President

83 66251



STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Diane M. Hibbeln, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of September, 1983.

Patricia A. Murphy  
Signature

Patricia A. Murphy  
Printed Notary Public

My Commission Expires:

July 12, 1985

My County of Residence:

Johnson

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

83 66251

CERTIFICATION OF CORRECTION

This instrument executed this 8th day of September, 1983, by Lewis Engineering, Inc., an Indiana Corporation hereinafter referred to as 'Declarant'.

Witnesseth:

WHEREAS, Declarant is the Engineer for the original declarant referred to in the Declaration of Covenants, Conditions and Restrictions of Castleton Farms, Section 12, recorded on August 31, 1983 as Instrument No. 83-6302 and plat 83-6302 recorded as Instrument No. 83-6303 in the Office of the Recorder of Marion County; and 83-63087

WHEREAS, by virtue of a Scrivener's error, the boundary of Castleton Farms, Section 12, does not make the streets contiguous with recorded streets;

WHEREAS, this is in error and may cause a cloud on the title to properties within Section 12.

Now therefore, Declarant hereby corrects the plat of Castleton Farms, Section 12, so that the boundary makes the streets contiguous with recorded streets.

IN WITNESS WHEREOF, Lewis Engineering, Inc., has executed this certificate of correction on date first above written.

Lewis Engineering, Inc.

BY:

William R. Cole  
William R. Cole, President

ATTEST:

BY:

Robert J. Staton  
Robert J. Staton

STATE OF INDIANA ) SS:  
COUNTY OF HENDRICKS)

Before me a Notary Public in and for said County and State, personally appeared William R. Cole, President of Lewis Engineering, Inc., who acknowledged the execution of the foregoing and who having been duly sworn upon his oath stated the representatives therein contained are true.

Shirley Humble  
Notary Public

MY COMMISSION EXPIRES:

April 24, 1986

Shirley Humble  
Typed or Printed Name

Hendricks  
County of Residence



83 66251

This instrument was prepared by Scott A. Lindquist, Esquire, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282.

CASTLETON FARMS - SECTION TWELVE

A part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Half Quarter Section of Section 26; thence North  $00^{\circ}13'12''$  East on and along the East line of said Half Quarter Section 1155.35' to the Northeast corner of Castleton Farms Section Eight as recorded in Instrument #83-36178 in the Office of the Recorder of Marion County, Indiana; thence South  $90^{\circ}00'00''$  West on and along the North line of said Section Eight 353.00' to the Northwest corner of said Section Eight, said point also being the point of beginning of this description; thence continue South  $90^{\circ}00'00''$  West 242.00'; thence North  $49^{\circ}59'19''$  West 95.06'; thence South  $34^{\circ}16'27''$  West 148.50'; thence North  $55^{\circ}43'33''$  West 60.39'; thence South  $89^{\circ}13'15''$  West 92.98'; thence South  $00^{\circ}00'00''$  East 188.80'; thence North  $86^{\circ}30'00''$  East 85.02'; thence South  $00^{\circ}00'00''$  East 97.64'; thence North  $86^{\circ}29'11''$  East 120.00'; thence South  $79^{\circ}27'09''$  East 105.00'; thence South  $60^{\circ}10'10''$  East 66.20'; thence North  $45^{\circ}26'26''$  East 47.30' to a point on the West line of said Section Eight; thence North  $40^{\circ}10'38''$  West on and along said West line 36.97'; thence North  $07^{\circ}14'55''$  West on and along said West line 162.20'; thence North  $87^{\circ}46'45''$  East on and along said West line 137.00'; thence North  $19^{\circ}50'15''$  East on and along said West line 146.57' to the Northwest corner of said Section Eight, said point also being the point of beginning of this description. Containing 2.88 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83 66251

EXHIBIT A

**FILED**

83 66295

**FILED**  
SEP 9 1983  
LAWRENCE TOWNSHIP  
ASSESSOR

75 SEP 12 1983

020118  
*Henry G. Gardner*  
MARION COUNTY AUDITOR

THIRTEENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

950

CROSS REFERENCE

CROSS REFERENCE

THIS THIRTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Thirteenth Amendment"), made this 9<sup>th</sup> day of September, 1983, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

83 66295

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER, MARION CO.

SEP 12 3 24 PM '83

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082; and

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September <sup>9th</sup>, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295;

NOW, THEREFORE:

Declarant hereby makes this Thirteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units Numbered 249 through 252, 257 through 264, 237 through 240, and 157 through 160, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Thirteen" dated ~~August 16~~, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.56818.

IN WITNESS WHEREOF, the undersigned has caused this Thirteenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 9th day of September, 1983.

R&P ENTERPRISES, INC.

By Diane M. Hibbeln  
Diane M. Hibbeln,  
Vice President

83 66295



CASTLETON FARMS - SECTION THIRTEEN

A part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, as described as follows, to-wit:

Commencing at the Southeast corner of said Half Quarter Section; thence North 90°00'00" West on and along the South line of said Half Quarter Section 982.38'; thence North 00°00'00" East 200.00'; thence North 13°38'14" East on and along the Easterly line of Castleton Farms--Section Eleven, as recorded in Instrument \_\_\_\_\_ in the Office of the Recorder of Marion County, Indiana 355.48' to the point of beginning of this description; thence North 44°59'54" East 127.03'; thence North 53°01'14" West 158.61'; thence North 38°43'15" East 77.05; thence North 56°30'21" East 98.62' to the Southwest corner of Castleton Farms--Amended Section Twelve as recorded in Instrument \_\_\_\_\_ in the Office of the Recorder of Marion County, Indiana; thence North 00°00'00" East on and along the Westerly line of said Amended Section Twelve, 50.00'; thence South 72°32'22" West 87.76'; thence South 38°43'15" West 60.00'; thence North 51°16'46" West 77.43'; thence North 00°00'00" East 249.64'; thence South 82°00'08" West 112.00'; thence North 77°19'14" West 140.00' to a point on the East line of Castleton Farms--Section Nine as recorded in Instrument 83-30206 in the Office of the Recorder of Marion County, Indiana; thence South 08°37'24" West on and along said Easterly line 172.77'; thence South 86°30'00" West on and along the Southerly line of said Section Nine 125.00'; thence North 11°46'45" West on and along the Westerly line of said Section Nine 125.00'; thence South 78°13'15" West on and along the Southerly line of said Section Nine 121.00'; thence South 11°46'45" East on and along the Easterly line of Castleton Farms--Section Three as recorded in Instrument 82-37476 in the Office of the Recorder of Marion County, Indiana 157.28'; thence North 86°30'00" East on and along the Northerly line of Castleton Farms--Section Two as recorded in Instrument 81-69120 in the Office of the Recorder of Marion County, Indiana 360.98'; thence South 21°09'38" West on and along the Easterly line of said Section Two 65.00'; thence South 51°16'45" East on and along the Northeasterly line of Castleton Farms--Section Seven as recorded in Instrument 83-14774 in the Office of the Recorder of Marion County, Indiana 257.21'; thence South 38°43'13" West on and along the Southeasterly line of said Section Seven 67.59'; thence South 45°00'00" East on and along the Easterly line of said Section Eleven 145.52' to the point of beginning of this description. Containing 3.06 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83 66295

EXHIBIT A

CROSS REFERENCE

830090301

DULY ENTERED FOR TAXATION

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FOURTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME

DEC 9 830280 10 COUNTY AUDITOR

Henry E. Gubner

CROSS REFERENCE

THIS FOURTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Fourteenth Amendment"), made this 28th day of November, 1983, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

RECEIVED FOR RECORD BENJ. O. LAUGHLIN REC'D 11-25-83

DEC 9 11 25 AM '83



WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082; and

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295.

NOW, THEREFORE:

Declarant hereby makes this Fourteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

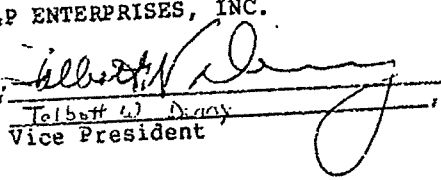
2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units Numbered 61 through 68, and 265 through 268, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Fourteen" dated November 3, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.53191 percent.

IN WITNESS WHEREOF, the undersigned has caused this Fourteenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 28th day of November, 1983.

R&P ENTERPRISES, INC.

By

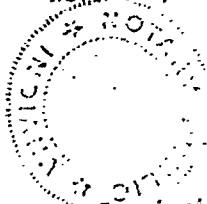
  
Tolbert W. Dancy  
Vice President

83 90301

STATE OF INDIANA )  
                          )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 30<sup>th</sup> day of November, 1983.



Debra A. Myers  
Signature

Debra A. Myers  
Printed Notary Public

My Commission Expires:

April 18, 1987

My County of Residence:

Marion

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

83 90301

A part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast Corner of said Half Quarter Section of Section 26; thence North  $00^{\circ}13'12''$  East on and along the East line of said Half Quarter Section 1155.35 feet to the Northeast Corner of Castleton Farms Section Eight as recorded in Instrument #83-36178 in the office of the Recorder of Marion County, Indiana, said point being the beginning point of this description; thence continue North  $00^{\circ}13'12''$  East on and along said East line 166.50 feet; thence North  $89^{\circ}59'48''$  West on and along the North line of said South Half of said Northeast Quarter 945.00 feet; thence South  $00^{\circ}00'00''$  East 201.73 feet; thence North  $89^{\circ}59'46''$  West 46.74 feet to the Northeasterly Corner of Castleton Farms Section Thirteen as recorded in Instrument #83-66296 in the office of the Recorder of Marion County, Indiana; thence South  $00^{\circ}00'00''$  East on and along the Easterly line of said Castleton Farms Section Thirteen 152.24; thence North  $90^{\circ}00'00''$  East 96.80 feet to a point on the Westerly line of Castleton Farms Section Twelve amended as recorded in Instrument #83-66252 in the office of the Recorder of Marion County, Indiana; thence North  $00^{\circ}00'00''$  East on and along the Westerly line of said Castleton Farms Section Twelve amended 168.55 feet to the Northwesterly Corner of said Castleton Farms Section Twelve amended; thence North  $89^{\circ}13'15''$  East on and along the Northerly line of said Castleton Farms Section Twelve amended 92.98 feet; thence South  $55^{\circ}43'33''$  East on and along said Northerly line 60.39 feet; thence North  $34^{\circ}16'27''$  East on and along said Northerly line 148.50 feet; thence South  $49^{\circ}59'19''$  East on and along said Northerly line 95.06 feet; thence North  $90^{\circ}00'00''$  East on and along the Northerly line of said Castleton Farms Section Twelve amended and said Castleton Farms Section Eight 595.00 feet to the beginning point of this description. Containing 4.07 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83 90301

EXHIBIT A

CROSS REFERENCE

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO.

JAN 17 9 45 AM '84

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FIFTEENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

FILED

9.50

JAN 17 1984

(75)

01103  
HARRY G. FOSTER  
MARION COUNTY AUDITOR

THIS FIFTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Fifteenth Amendment"), made this 16<sup>th</sup> day of January, 1984, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

CROSS REFERENCE

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082;

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295; and,

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90301;

NOW, THEREFORE:

Declarant hereby makes this Fifteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units Numbered 89 through 96, and 177 through 192, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Fifteen" dated December 6, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.47170 percent.

IN WITNESS WHEREOF, the undersigned has caused this Fifteenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 16<sup>th</sup> day of January, 1984.

84 03373

R&P ENTERPRISES, INC.

By

Talbot W. Denny, Vice President

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 16<sup>th</sup> day of January, 1984.



Debra A. Myers  
Signature

Debra A. Myers  
Printed Notary Public

My Commission Expires:

April 18, 1987

My County of Residence:

Marion

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

84 03373

LEGAL DESCRIPTION

CASTLETON FARMS SECTION FIFTEEN

A part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Half Quarter Section; thence North  $00^{\circ}13'12''$  East on and along the East line of said Half Quarter Section 595.00 feet to the Point of Beginning of this description; thence South  $90^{\circ}00'00''$  West 320.00 feet; thence South  $02^{\circ}07'31''$  East 342.87 feet; thence South  $00^{\circ}13'12''$  West 110.00 feet; thence South  $90^{\circ}00'00''$  West 131.24 feet; thence North  $60^{\circ}37'59''$  West 72.67 feet; thence South  $74^{\circ}48'51''$  West 145.07 feet; thence North  $90^{\circ}03'37''$  West 347.60 feet to the East line of Castleton Farms -- Section Eleven, as recorded in Instrument #83-58703 in the office of the Recorder of Marion County, Indiana; thence North  $13^{\circ}38'14''$  East on and along the East line of said Section Eleven 355.48 feet to the Southwesterly corner of Castleton Farms -- Section Thirteen as recorded in Instrument #83-66296 in the office of the Recorder of Marion County, Indiana; thence North  $44^{\circ}59'54''$  East on and along the East line of said Section Thirteen 127.03 feet; thence South  $90^{\circ}00'00''$  East 126.34 feet; thence North  $75^{\circ}25'45''$  East 247.73 feet; thence South  $02^{\circ}43'15''$  West 496.41 feet; thence South  $60^{\circ}37'59''$  East 49.80 feet; thence North  $90^{\circ}00'00''$  East 80.00 feet; thence North  $01^{\circ}25'32''$  West 673.13 feet to the Southwest corner of Castleton Farms -- Section Five as recorded in Instrument #82-73644 in the office of the Recorder of Marion County, Indiana; thence South  $80^{\circ}16'49''$  East on and along the South line of said Section Five 114.38 feet; thence North  $85^{\circ}38'45''$  East on and along said South line 250.80 feet to the Southeast Corner of said Section Five, said point also being on the East line of said Half Quarter Section; thence South  $00^{\circ}13'12''$  West on and along said East line 255.00 feet to the Point of Beginning of this description. Containing 7.75 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

**FILED**

JAN 17 1984

001104  
MARION COUNTY RECORDER

840003375

SIXTEENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

950  
CROSS REFERENCE

CROSS REFERENCE

THIS SIXTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Sixteenth Amendment"), made this 16th day of January, 1984, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

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BETH O'LAUGHLIN  
RECORDER-MARION CO.  
JAN 17 9 46 AM '84



WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082;

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295; and,

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90301;

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-3373;

NOW, THEREFORE:

Declarant hereby makes this Sixteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units Numbered 241 through 244, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Sixteen" dated December 13, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.46296 percent.

IN WITNESS WHEREOF, the undersigned has caused this Sixteenth Amendment to the Declaration of the Horizontal

84 03375

Property Ownership of Castleton Farms Horizontal Property  
Regime to be executed this 16<sup>th</sup> day of January, 1984.

R&P ENTERPRISES, INC.

By Talbott W. Denny  
Talbott W. Denny, Vice President

STATE OF INDIANA )  
                          )  
COUNTY OF MILLION )

Before me, a Notary Public in and for said County and State,  
personally appeared Talbott W. Denny, the Vice-President of R&P  
Enterprises, Inc., who acknowledged the execution of the fore-  
going instrument, and who, after being duly sworn, stated that  
he did so with property authority for the Board of Directors of  
said Corporation, and that all corporation action necessary for  
the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 16<sup>th</sup> day of January,  
1984.



Debra A. Myers  
Signature

Debra A. Myers  
Printed Notary Public

My County of Residence:

Union

My Commission Expires:

April 18, 1987

This instrument prepared by Scott A. Lindquist, ICE MILLER  
DONADIO & RYAN, One American Square, Box 82001, Indianapolis,  
IN 46282, (317) 236-2418.

84 03375

LEGAL DESCRIPTION

CASTLETON FARMS - SECTION SIXTEEN

A part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast Corner of said Half Quarter Section; thence North  $00^{\circ}13'12''$  East on and along the East line of said Half Quarter Section 1321.85 feet to the Northeast Corner of said Half Quarter Section; thence North  $89^{\circ}59'48''$  West on and along the North line of said Half Quarter Section 945.00 feet; thence South  $00^{\circ}00'00''$  East 201.73 feet; thence North  $89^{\circ}59'48''$  West 46.74 feet to the Northeast Corner of Castleton Farms--Section Thirteen as recorded in Instrument #83-66296 in the Office of the Recorder of Marion County, Indiana; thence South  $00^{\circ}00'00''$  East on and along the East line of said Section Thirteen 162.24 feet to the Southwest Corner of Castleton Farms--Section Fourteen as recorded in Instrument #83-90301 in the Office of the Recorder of Marion County, Indiana; said corner also being the Point of Beginning of this description; thence North  $90^{\circ}00'00''$  East on and along the South line of said Section Fourteen 96.80 feet to the West line of Castleton Farms--Section Twelve Amended as recorded in Instrument #83-66252 in the Office of the Recorder of Marion County, Indiana; thence South  $00^{\circ}00'00''$  East on and along the West line of said Section Twelve Amended 20.25 feet; thence North  $86^{\circ}30'00''$  East on and along the Northerly line of said Section Twelve Amended 85.02 feet; thence South  $00^{\circ}00'00''$  East on and along the West line of said Section Twelve Amended 47.64 feet to the Northeasterly Corner of the aforesaid Section Thirteen; thence South  $72^{\circ}32'22''$  West on and along the Northerly line of said Section Thirteen 87.76 feet; thence South  $38^{\circ}43'15''$  West on and along said Northerly line 60.00 feet; thence North  $51^{\circ}16'46''$  West on and along said Northerly line 77.43 feet; thence North  $00^{\circ}00'00''$  West on and along the aforesaid East line of Section Thirteen 87.40 feet to the Point of Beginning. Containing 0.36 acres more or less and subject to all legal highways, rights-of-way and easements of record.

84 03375

EXHIBIT A

840029153

SEVENTEENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

RECORDED  
DECLARATION

APR 23 04 00 87 44

COUNTY AUDITOR

*Henry L. Gorman*

CROSS REFERENCE

CROSS REFERENCE

THIS SEVENTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Seventeenth Amendment"), made this 20<sup>th</sup> day of April, 1984, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-71643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

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RECORDERS SECTION

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082;

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295;

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90301;

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-3373; and,

WHEREAS, Declarant executed the Sixteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-03375;

NOW, THEREFORE:

Declarant hereby makes this Seventeenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units numbered 49 through 60, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Seventeen", dated April 13, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.43860 percent.

81 29153

IN WITNESS WHEREOF, the undersigned has caused this Seventeenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 20<sup>th</sup> day of April, 1984.

R&P ENTERPRISES, INC.

By Talbot W. Denny  
Talbot W. Denny, Vice President

STATE OF INDIANA )  
                          )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of April, 1984.

Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public

My Commission Expires:

Oct. 2, 1987

My County of Residence:

Hamilton

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

84 29153

A part of the South half of the Northeast quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said half quarter Section of Section 26; thence North  $00^{\circ}13'12''$  East on and along the East line of said half quarter Section 1321.85 feet; thence North  $89^{\circ}59'48''$  West on and along the North line of said half quarter Section, 945.00 feet to the point of beginning of this description; also the Northwest corner of Castleton Farms -- Section 14 as recorded in Instrument No. 83-90302 in the Office of the Recorder of Marion County, Indiana; thence continue North  $89^{\circ}59'48''$  West, 318.78 feet to the Northeast corner of Castleton Farms -- Section 10 as recorded in Instrument No. 83-49237 in the Office of the Recorder of Marion County, Indiana; thence South  $04^{\circ}00'00''$  West on and along the East line of said Section 10, 186.72 feet; thence South  $89^{\circ}30'00''$  East on and along the North line of Castleton Farms -- Section 9 as recorded in Instrument No. 83-30206 in the Office of the Recorder of Marion County, Indiana, 37.57 feet; thence South  $77^{\circ}19'14''$  East on and along the northerly line of Castleton Farms -- Section 13 as recorded in Instrument No. 83-66926 in the Office of the Recorder of Marion County, Indiana, 140.00 feet; thence North  $82^{\circ}00'08''$  East on and along the northerly line of said Section 13, 112.00 feet; thence South  $89^{\circ}59'48''$  East on and along the Northerly line of said Castleton Farms -- Section 14, 46.74 feet; thence North  $00^{\circ}00'00''$  West on and along the westerly line of said Section 14, 201.73 feet to the point of beginning, containing 1.52 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

84 29153

EXHIBIT A

CROSS REFERENCE

840030209

AMENDED SEVENTEENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

RECORDED FOR TAXATION  
APR 26 11 22 AM '84  
COUNTY AUDITOR  
*Blaney L. Gubner*  
950

CROSS REFERENCE

THIS AMENDED SEVENTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Amended Seventeenth Amendment"), made this 25th day of April, 1984, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

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BEITH O'LAUGHLIN  
RECORDER-PAMPHEN CO.

Apr 26 11 22 AM '84



WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082;

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295;

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90301;

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-3373;

WHEREAS, Declarant executed the Sixteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-03375;

WHEREAS, Declarant executed the Seventeenth Amendment to the Declaration on April 20, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-29153; and

WHEREAS, said Seventeenth Amendment included certain real estate not owned by Declarant at the time the same was recorded, but Declarant has now obtained title to such real estate;

NOW, THEREFORE:

Declarant hereby makes this Amended Seventeenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units numbered 49 through 60, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Seventeen", dated April 13, 1984 and

certified by William R. Cole, Registered Professional Engineer No. 8521.

3. Pursuant to the provisions of said Declaration and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.43860 percent.

4. The purpose of this Amended Seventeenth Amendment is to validate the submission of the real estate described in the attached Exhibit A to the Declaration, by causing said real estate to be submitted after Declarant has acquired title to the same.

IN WITNESS WHEREOF, the undersigned has caused this Amended Seventeenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 25<sup>th</sup> day of April, 1984.

R&P ENTERPRISES, INC.

By Talbott W. Denny  
Talbott W. Denny, Vice President

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 25<sup>th</sup> day of April, 1984.

Joanna K. Caskey  
Signature JOANNA K. CASKEY, Notary Public  
My Commission Expires Mar 22, 1986  
County of Residence: Marion  
Printed Notary Public

My Commission Expires:  
March 22, 1986

My County of Residence:  
Marion

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

84 30209

A part of the South half of the Northeast quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said half quarter Section of Section 26; thence North  $00^{\circ}13'12''$  East on and along the East line of said half quarter Section 1321.85 feet; thence North  $89^{\circ}59'48''$  West on and along the North line of said half quarter Section, 945.00 feet to the point of beginning of this description; also the Northwest corner of Castleton Farms -- Section 14 as recorded in Instrument No. 83-90302 in the Office of the Recorder of Marion County, Indiana; thence continue North  $89^{\circ}59'48''$  West, 318.78 feet to the Northeast corner of Castleton Farms -- Section 10 as recorded in Instrument No. 83-49237 in the Office of the Recorder of Marion County, Indiana; thence South  $04^{\circ}00'00''$  West on and along the East line of said Section 10, 186.72 feet; thence South  $89^{\circ}30'00''$  East on and along the North line of Castleton Farms -- Section 9 as recorded in Instrument No. 83-30200 in the Office of the Recorder of Marion County, Indiana, 37.57 feet; thence South  $77^{\circ}19'14''$  East on and along the northerly line of Castleton Farms -- Section 13 as recorded in Instrument No. 83-66926 in the Office of the Recorder of Marion County, Indiana, 140.00 feet; thence North  $82^{\circ}00'08''$  East on and along the northerly line of said Section 13, 112.00 feet; thence South  $89^{\circ}59'48''$  East on and along the Northerly line of said Castleton Farms -- Section 14, 46.74 feet; thence North  $00^{\circ}00'00''$  West on and along the westerly line of said Section 14, 201.73 feet to the point of beginning, containing 1.52 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

84 30209

EXHIBIT A

840033871

RECEIVED FOR RECORD  
BETH A. ACCORD, CLERK  
RECORDER OF MARION COUNTY, INDIANA

MAY 9 12 31 PM '84

EIGHTEENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

DULY ENTERED  
FOR TAXATION

MAY 9 1984 10282

COUNTY AUDITOR

*Henry E. Johnson*

CROSS REFERENCE

CROSS REFERENCE

THIS EIGHTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Eighteenth Amendment"), made this 8<sup>th</sup> day of May, 1984, by R&P ENTERPRISES, INC., a California corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-31128 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082;

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295;

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90301;

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-3373;

WHEREAS, Declarant executed the Sixteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-03375;

WHEREAS, Declarant executed the Seventeenth Amendment to the Declaration on April 20, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-29153; and

WHEREAS, Declarant executed the Amended Seventeenth Amendment to the Declaration on April 25, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-30209;

NOW, THEREFORE:

Declarant hereby makes this Eighteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units numbered 161 through 176, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Eighteen", dated April 24, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.

84 33871

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.40984 percent.

IN WITNESS WHEREOF, the undersigned has caused this Amended Seventeenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 8th day of May, 1984.

R&P ENTERPRISES, INC.

BY Talbot W. Denny  
Talbot W. Denny, Vice President

STATE OF INDIANA )  
                              )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 8th day of May, 1984.

Patricia Kluempers  
Signature  
PATRICIA Kluempers  
Printed                               Notary Public

My Commission Expires:

Oct. 2, 1987

My County of Residence:

Hamilton

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282, (317) 236-2418.

84 33871

CASTLETON FARMS -- SECTION EIGHTEEN

A part of the South half of the Northeast quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said half quarter section; thence North  $00^{\circ}13'12''$  East on and along the East line of said half quarter Section 850.00 feet to the Southeast corner of Castleton Farms, Section 5 as recorded in Instrument No. 82-73644 in the office of the Recorder of Marion County, Indiana; thence South  $85^{\circ}38'45''$  West on and along the southerly line of said Section 5, 250.80 feet; thence North  $80^{\circ}16'49''$  West on and along the South line of said Section 5, 114.38 feet; thence South  $90^{\circ}00'00''$  West on and along the southerly line of Castleton Farms, Section 8 as recorded in Instrument No. 83-36178 in the office of the Recorder of Marion County, Indiana, 70.00 feet; thence South  $61^{\circ}12'16''$  West on and along the South line of said Section 8, 38.75 feet to the point of beginning of this description; thence North  $40^{\circ}10'38''$  West on and along the Southwest line of said Section 8, 15.27 feet; thence South  $45^{\circ}26'26''$  West on and along the Southeast line of Castleton Farms, Section 12 as recorded in Instrument No. 83-66252 in the office of the Recorder of Marion County, Indiana, 47.30 feet; thence North  $60^{\circ}10'10''$  West on and along the southerly line of said Section 12, 66.20 feet; thence North  $79^{\circ}27'09''$  West on and along the southerly line of said Section 12, 105.00 feet; thence South  $86^{\circ}29'11''$  West on and along the southerly line of said Section 12, 120.00 feet; thence South  $56^{\circ}30'21''$  West on and along the southwesterly line of Castleton Farms, Section 13 as recorded in Instrument No. 83-66296 in the office of the Recorder of Marion County, Indiana, 98.62 feet; thence South  $38^{\circ}43'15''$  West on and along said line 77.05 feet; thence South  $53^{\circ}01'14''$  East on and along the northeasterly line of said Section 13, 158.61 feet; thence South  $90^{\circ}00'00''$  East on and along the northerly line of Castleton Farms, Section 15 as recorded in Instrument No. 84-03374 in the office of the Recorder of Marion County, Indiana, 126.34 feet; thence North  $75^{\circ}25'45''$  East on and along the northerly line of said Section 15, 247.73 feet; thence North  $17^{\circ}09'29''$  West, 130.15 feet to the point of beginning, containing 1.79 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

EXHIBIT "A"

CROSS REFERENCE

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO.

MAY 29 9 57 AM '84

840039354

NINETEENTH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

DULY ENTERED  
TAXATION

MAY 29 04 01 1987

COUNTY AUDITOR

*Johnny L. Graham*

CROSS REFERENCE

THIS NINETEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Nineteenth Amendment"), made this 29<sup>th</sup> day of May, 1984, by R&P ENTERPRISES, INC., a California corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-56368; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,



WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082;

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295;

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90301;

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-3373;

WHEREAS, Declarant executed the Sixteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-03375;

WHEREAS, Declarant executed the Seventeenth Amendment to the Declaration on April 20, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-29153;

WHEREAS, Declarant executed the Amended Seventeenth Amendment to the Declaration on April 25, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-30209; and

WHEREAS, Declarant executed the Eighteenth Amendment to said Declaration on May 8, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-33871;

NOW, THEREFORE:

Declarant hereby makes this Nineteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units numbered 197 through 216, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Eighteen", dated May 9, 1984 and certified by William R. Cole, Registered Professional Engineer No. 8521.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.37879 percent.

IN WITNESS WHEREOF, the undersigned has caused this Nineteenth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this \_\_\_ day of May, 1984.

R&P ENTERPRISES, INC.

By Talbot W. Denny  
Talbot W. Denny, Vice President

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of May, 1984.

Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public

My Commission Expires:

Oct. 2, 1987

My County of Residence:

Hamilton

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282, (317) 236-2418.

84 39354

CASTLETON FARMS- SECTION NINETEEN

A part of the South half of the Northeast quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the southeast corner of said half quarter section, thence North  $00^{\circ}13'12''$  East on and along the east line of said half quarter section 850.00 feet to the South-east corner of Castleton Farms, Section 5 as recorded in Instrument No. 82-73644 in the office of the Recorder of Marion County, Indiana; thence South  $85^{\circ}38'45''$  West on and along the southerly line of said Section 5, 250.80 feet; thence North  $80^{\circ}16'49''$  West on and along the south line of said section 5, 114.38 feet to the point of beginning of this description; thence South  $90^{\circ}00'00''$  West on and along the southerly line of Castleton Farms, Section 8 as recorded in Instrument No. 83-36178 in the office of the Recorder of Marion County, Indiana, 70.00 feet thence South  $61^{\circ}12'16''$  West on and along the south line of said Section 8, 58.75 feet; thence South  $17^{\circ}09'29''$  East on and along the East line of Castleton Farms, Section 18 as recorded in Instrument No. ~~84-33272~~ in the office of the Recorder of Marion County, Indiana, 130.15 feet; thence South  $02^{\circ}43'15''$  West on and along the easterly line of Castleton Farms, Section 15 as recorded in Instrument No. 84-03374 in the office of the Recorder of Marion County, Indiana, 496.41 feet; thence South  $60^{\circ}37'59''$  East on and along the northerly line of said Section 15, 49.80 feet; thence North  $90^{\circ}00'00''$  East on and along the northerly line of said Section 15, 80.00 feet; thence North  $01^{\circ}25'32''$  West on and along the westerly line of said Section 15, 673.13 feet to the point of beginning, containing 1.61 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

84 33354

EXHIBIT A

CROSS REFERENCE

840050923

TWENTIETH AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP  
OF CASTLETON FARMS  
HORIZONTAL PROPERTY REGIME

RECORDED  
FOR REFERENCE  
JUL 3 04 01 60 99  
COUNTY RECORDER  
*Henry L. Gentry*

CROSS REFERENCE

THIS TWENTIETH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Twentieth Amendment"), made this 20 day of July, 1984, by R&P ENTERPRISES, INC., a California corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-56368; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on December 29, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-30205; and,

WHEREAS, said Eighth Amendment was subsequently amended by Instrument dated May 12, 1983 and duly recorded as Instrument No. 83-31778 in the office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983 and July recorded as Instrument No. 83-34128 in the office of the Recorder of Marion County, Indiana; and,

RECEIVED FOR RECORD  
RETH CLAUSSHEIN  
RECORDER OF MARION CO.  
JUL 3 12 31 PM '84

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177;

WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236;

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702;

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082;

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251;

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295;

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90301;

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-3373;

WHEREAS, Declarant executed the Sixteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-03375;

WHEREAS, Declarant executed the Seventeenth Amendment to the Declaration on April 20, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-29153;

WHEREAS, Declarant executed the Amended Seventeenth Amendment to the Declaration on April 25, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-30209;

WHEREAS, Declarant executed the Eighteenth Amendment to said Declaration on May 8, 1984, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-33871; and

WHEREAS, Declarant executed the Nineteenth Amendment to said Declaration on May 29, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-39354;

NOW, THEREFORE:

Declarant hereby makes this Twentieth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

84 50923

1. Declarant hereby adds to the Castleton Farms Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Castleton Farms Horizontal Property Regime Units numbered 97 through 112, inclusive, and Units numbered 193 through 196, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Castleton Farms - Section Eighteen", dated June 20, 1984 and certified by William R. Cole, Registered Professional Engineer No. 9521.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Castleton Farms Horizontal Property Regime is hereby adjusted and revised to equal 0.35211 percent.

IN WITNESS WHEREOF, the undersigned has caused this Twentieth Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 2<sup>nd</sup> day of July, 1984.

R&P ENTERPRISES, INC.

By Talbott W. Denny  
Talbott W. Denny, Vice President

STATE OF INDIANA )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice-President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 2<sup>nd</sup> day of July, 1984.



Patricia Klumpers  
Signature

PATRICIA Klumpers  
Printed Notary Public

My County of Residence:

Hamilton

My Commission Expires:

Oct. 2, 1987

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282, (317) 236-2413.

84 50923

CASTLETON FARMS -- SECTION TWENTY

A part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southeast corner of said Half Quarter Section; thence North 00°13'12" East on and along the East line of said Half Quarter Section 595.00 feet; thence South 90°00'00" West on and along the Southerly line of Castleton Farms, Section Fifteen as recorded in Instrument No. 84 03374 in the Office of the Recorder of Marion County, Indiana, 320.00 feet; thence South 02°07'31" East on and along the Easterly line of said Section Fifteen, 342.87 feet; thence South 00°13'12" West, 110.00 feet; thence South 90°00'00" West on and along the Southerly line of said Section Fifteen, 131.24 feet; thence North 60°08'83" West on and along the Southwesterly line of said Section Fifteen, 72.68 feet; thence South 74°48'51" West on and along the Southerly line of said Section Fifteen, 145.07 feet; thence North 80°03'37" West on and along the Southerly line of said Section Fifteen 347.60 feet; thence North 90°00'00" West on and along the South line of Castleton Farms, Section Eleven as recorded in Instrument No. 83 58703 in the Office of the Recorder of Marion County, Indiana, 34.96 feet; thence South 00°00'00" West 200.00 feet; thence South 90°00'00" East on and along the South line of said Half Quarter Section, 1017.34 feet to the POINT OF BEGINNING, containing 6.90 acres, more or less.

EXCEPT:

That part of the above real estate conveyed to the City of Indianapolis by Warranty Deed recorded as Instrument No. 76 63471, described as follows:

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Half Quarter Section running North on and along the East line of said Half Quarter Section a distance of 15.00 feet to a point; thence West parallel to the South line of said Half Quarter Section a distance of 15.00 feet to the BEGINNING POINT of this description, said point being on the existing right-of-way line of Hague Road and 75th Street; thence West on and along the existing right-of-way line a distance of 515.00 feet to a point; thence North parallel to the East line of said Half Quarter Section a distance of 15.00 feet to a point; thence East parallel to the South line of said Half Quarter Section a distance of 248.00 feet to a point; thence Northeasterly a distance of 182.62 feet to a point, said point being 45.00 feet North of the South line of said Half Quarter Section; thence Northeasterly a distance of 35.36 feet to a point, said point being 50.00 feet North of the South line of said Half Quarter Section; thence Northeasterly a distance of 36.06 feet to a point, said point being 45.00 feet West of the East line of said Half Quarter Section; thence Northeasterly a distance of 410.49 feet to a point, said point being 25.00 feet West of the East line of said Half Quarter Section; thence East parallel to the South line of said Half Quarter Section a distance of 10.00 feet to a point, said point being on the existing right-of-way line along Hague Road; thence South on and along the existing right-of-way line a distance of 475.00 feet to the POINT OF BEGINNING and containing 0.461 acres.

Leaving 6.539 acres, more or less, and subject to all legal highways, rights-of-way, and easements of record.

84 50923

850027288

TWENTY-FIRST AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP OF  
CASTLETON FARMS HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

THIS TWENTY-FIRST AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL PROPERTY REGIME ("Twenty-first Amendment") made this 14th day of February, 1985 by CASTLETON FARMS CO-OWNERS ASSOCIATION, INC., a Not-for-Profit Indiana Corporation, hereinafter referred to as "Corporation";

FILED FOR TAXATION  
850027288  
M. 2/2/85

WITNESSES THAT:

WHEREAS, R & P Enterprises, Inc., a California corporation (hereinafter referred to as "Declarant"), executed the original "Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime (hereinafter referred to as "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-55352; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 26, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-56368; and

WHEREAS, Declarant executed the Second Amendment to the Declaration on November 5, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-69119; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on February 18, 1982, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-07920; and

WHEREAS, Declarant executed the Fourth Amendment to the Declaration on July 14, 1982, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37477; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on November 15, 1982, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Sixth Amendment to the Declaration on February 11, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-73643; and,

WHEREAS, Declarant executed the Seventh Amendment to said Declaration on February 11, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-14773; and,

WHEREAS, Declarant executed the Eighth Amendment to said Declaration on May 9, 1983, and duly recorded as Instrument No. 83-31778 in the Office of the Recorder of Marion County, Indiana; and,

WHEREAS, said Eighth Amendment was again subsequently amended by instrument dated May 20, 1983, and duly recorded the same as Instrument No. 83-34128, in the Office of the Recorder of Marion County, Indiana; and,

WHEREAS, Declarant executed the Ninth Amendment to said Declaration on May 27, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-36177; and,

RECEIVED FOR RECORD  
BETH S. LARGLIN  
RECORDER-MARION CO.

Apr 12 11 39 AM '85



WHEREAS, Declarant executed the Tenth Amendment to said Declaration on July 13, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-49236; and,

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on August 17, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-58702; and,

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on August 23, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-63082; and,

WHEREAS, Declarant amended said Twelfth Amendment by Instrument dated September 9, 1983, which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-66251; and,

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on September 9, 1983 and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-66295; and,

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on December 9, 1983, and duly recorded the same in the Office of the Recorder of Marion County, Indiana as Instrument No. 83-90301; and,

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-3373; and,

WHEREAS, Declarant executed the Sixteenth Amendment to the Declaration on January 16, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-03375; and,

WHEREAS, Declarant executed the Seventeenth Amendment to the Declaration on April 20, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-29153; and,

WHEREAS, Declarant executed the Amended Seventeenth Amendment to the Declaration on April 25, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana as Instrument No. 84-30209; and,

WHEREAS, Declarant executed the Eighteenth Amendment to said Declaration on May 8, 1984, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-33871; and,

WHEREAS, Declarant executed the Nineteenth Amendment to said Declaration on May 29, 1984 and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-39354; and,

WHEREAS, Declarant executed the Twentieth Amendment to said Declaration on July 2, 1984 and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-50923;

NOW, THEREFORE:

Corporation hereby makes this Twenty-first Amendment

850027288

to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Section 3.01 of the By-Laws of the Corporation has been amended to read as follows:

Section 3.01. The affairs of the association shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers", and individually called "Manager"). The Board of Managers shall be composed of nine (9) persons. The property being Castleton Farms' Horizontal Property Regime and the units thereon shall be divided into eight (8) districts. One Manager shall represent each district with the ninth Manager being designated as a representative at large. The Board shall assign the Managers to the specific districts. No person shall be eligible to serve as a Manager unless he is an owner.

2. Section 3.04 of the Code of By-Laws of the Corporation has been amended to read as follows:

Section 3.04. Term of Office and Vacancy. The Board of Managers shall be elected at a meeting of the Association specifically called at such time that the project is turned over to the Co-Owners Association. At said meeting, three (3) of the Manager will be elected for a term expiring at the annual meeting of the Association in 1986, three (3) Managers shall be elected for a term expiring at the annual meeting of the Association in 1987, and three (3) Managers shall be elected for a term expiring at the annual meeting of the Association in 1988. Thereafter, Managers shall be elected at the annual meeting of the Association to replace the existing Managers as their terms expire. Subsequent Directors shall be elected for a period of three (3) years. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by a vote of the Co-Owners if a Manager is removed in accordance with Section 3.05 of this Article III.

3. Section 2.05(e) of the Code of By-Laws has been amended to read as follows:

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, the Owners representing thirty-three and one third per cent (33 1/3%) of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term thirty-three and one third per cent (33 1/3%) of vote, as used in these By-Laws, shall mean the Owner is entitled to not less than thirty-three and one third per cent (33 1/3%) of the total votes in accordance with the applicable provisions set forth in the Declaration.

4. The Amendments to By-Laws were presented and approved at a duly constituted meeting of the members of the Association as required under the By-Laws.

IN WITNESS WHEREOF, the undersigned has caused this Twenty-first Amendment to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property

850027288

March  
Regime to be executed this 14th day of ~~February~~ 1985.

CASTLETON FARMS CO-OWNERS  
ASSOCIATION, INC.

By Robert G. Cochran  
Robert G. Cochran, President

ATTEST:

Davis Cunningham  
Davis Cunningham, Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert G. Cochran and Davis Cunningham, the President and Secretary respectively of Castleton Farms Co-owners Association, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that they did so with proper authority of the Board of Directors of said Corporation, and that all corporation action necessary for the making of this instrument has been taken and done.

WITNESS my hand and Notarial Seal, this 14th  
day of ~~February~~, 1985.  
March

Sally A. Carbaugh  
Printed: SALLY A. CARBAUGH

My Commission Expires: SALLY A. CARBAUGH, Notary Public  
Resident County: My Commission Expires March 15, 1990  
Residing in Marion County



This instrument prepared by Steven C. Robinson, Attorney at Law, LOWE GRAY STEELE & HOFFMAN, One Indiana Square, Suite 3130, Indianapolis, Indiana 46204.

920008590

CROSS REFERENCE

920  
24

RECEIVED FOR RECORD  
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JOAN H. KOMERIL  
MARION COUNTY RECORDER

TWENTY-SECOND AMENDMENT TO THE  
DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP OF  
CASTLETON FARMS HORIZONTAL PROPERTY REGIME

THIS TWENTY-SECOND AMENDMENT TO THE DECLARATION OF THE  
HORIZONTAL PROPERTY OWNERSHIP OF CASTLETON FARMS HORIZONTAL  
PROPERTY REGIME ("Twenty-Second Amendment"), made this 20th day of  
March, 1991, by CASTLETON FARMS CO-OWNERS ASSOCIATION,  
INC., a Not-For-Profit Indiana Corporation, hereinafter referred  
to as "Corporation";

WITNESSES THAT:

WHEREAS, R & P Enterprises, Inc., a California corporation  
(hereinafter referred to as "Declarant"), executed the original  
"Declaration of Horizontal Property Ownership of Castleton Farms  
Horizontal Property Regime (hereinafter referred to as  
"Declaration"), which Declaration was duly recorded in the Office  
of the Recorder of Marion County, Indiana as Instrument No. 81-  
55352 as subsequently amended; and,

WHEREAS, Association desires to amend said Declaration as set  
forth herein in accordance with Section 23 of the Declaration and  
pursuant to a duly called meeting of the members of the Association  
held on January 13, 1987.

NOW, THEREFORE:

Corporation hereby makes this Twenty-Second Amendment to the  
Declaration and the same is incorporated into said Declaration as  
follows:

1. Section 6.01(o) of the By-Laws of the Corporation has  
been amended to read as follows:

Section 6.01(o). Because it is in the best interest of  
all owners of Castleton Farms for the Board of Managers  
and the Management Company to have an accurate list of  
all unit owners and the name of the responsible resident  
if a unit is not owner-occupied, all owners must:

- (1) Provide the Management Company with the name of the  
new owner when the unit is sold.
- (2) Provide the Management Company with the name of the  
person to be contacted in case of emergency when a  
unit is to be unoccupied.
- (3) In the case of rented or leased units, to provide  
the Management Company with the name of the  
responsible current resident of the unit along with  
the length of lease or rental agreement.

RECORDED  
MAR 23 1991  
MARION COUNTY RECORDER  
JOAN H. KOMERIL  
168100133

Except where amended by this Amendment and prior amendments to the Declaration, all other terms and conditions of the Declaration shall remain the same.

IN WITNESS WHEREOF, the undersigned has caused this Twenty-Second Amendment to the Declaration of Horizontal Property Ownership of Castleton Farms Horizontal Property Regime to be executed this 20th day of November, 1991.

CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.

By: Barbara L. Clark  
President  
Barbara L. Clark, President

ATTEST: M. Jean Woods  
Secretary M. Jean Woods, Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Barbara L. Clark, the President and M. Jean Woods, the Secretary respectively of Castleton Farms Co-Owners Association, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that they did so with proper authority of the Board of Directors of said Corporation, and that all corporation action necessary for the making of this instrument has been taken and done.

WITNESS my hand and Notarial Seal, this 20th day of November, 1991.

Steven C. Robinson  
Notary Public  
Steven C. Robinson  
Printed

My Commission Expires: 8/27/93  
My County of Residence: Marion

This instrument prepared by Steven C. Robinson, Attorney at Law, LOWE GRAY STEELE & HOFFMAN, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204-5146.

9200150393

CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.  
REAFFIRMATION OF MAINTENANCE RESPONSIBILITIES

11.00  
③  
RW

CROSS REFERENCE

In witness whereof, the Castleton Farms Co-Owners Association, Inc. has executed this reaffirmation of the precedents and interpretation of the Declaration of said Association relative to the maintenance responsibilities described therein. The said Declaration previously recorded in Marion County under 81-55352

11-10-92  
Date

By: Bill Breitenbeck  
Bill Breitenbeck, President

Attest: [Signature]

State of Indiana)  
County of Marion) ss:

RECEIVED FOR RECORD  
NOV 11 PM 2:44  
JOHN R. FOWLER  
MARION COUNTY RECORDER

Before me the undersigned, a Notary Public, personally appeared Bill Breitenbeck and acknowledge the execution of the foregoing instrument this 11 day of Nov., 1992.

My Commission Expires: 7-29-94 M. Jane Hurlless  
Notary Public

County of Residence: Marion M. JANE HURLESS  
Name Printed



(W/A)

FOR CONSIDERATION

THIS MOTION IS BEING MADE TO REAFFIRM THE POLICY OF THE C.F. BOARD OF DIRECTORS WHICH HAS BEEN IN PRACTICE SINCE THE INCEPTION OF THE BOARD IN 1984.

THE CONDO OWNER IS RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF WINDOWS, DOORS, GLASS DOORS, AND GARAGE DOORS TO MAINTAIN THE APPROVED INTEGRITY OF THE BUILDING.

THIS INCLUDES , BUT IS NOT LIMITED TO:

WINDOW UNITS -	WHETHER INSIDE OR OUTSIDE THE BUILDING.
WINDOW AND DOOR HARDWARE -	WHETHER INSIDE OR OUTSIDE THE BUILDING.
GLASS PANES AND PANELS -	WHETHER INSIDE OR OUTSIDE THE BUILDING.
FRAMES AND SILLS -	WHETHER INSIDE OR OUTSIDE THE BUILDING.
ALL DOORS -	WHETHER INSIDE OR OUTSIDE THE BUILDING.
GARAGE DOORS AND HARDWARE -	WHETHER INSIDE OR OUTSIDE THE BUILDING.
SLIDING GLASS DOORS -	WHETHER INSIDE OR OUTSIDE THE BUILDING.

INSURANCE CLAIMS, ACCEPTED BY THE INSURANCE COMPANY ,MINUS THE DEDUCTIBLE WILL TAKE PRECEDENCE.

FOR

AGAINST

*Arthur Shiel*  
*Alison Strubling*  
*George Ferdine*  
*George Lantz*  
*Melvin Woods*  
*Suzanne O'Bryan*  
*B. Brown*

*William J. Breitenbeck*

920150393

Dated this 6<sup>th</sup> day of June, 1992 *(W/B)*  
*W.B.*

*Steve Schmutte*

MINUTES  
SPECIAL BOARD OF MANAGERS MEETING  
CASTLETON FARMS CO-OWNERS ASSOCIATION  
JUNE 6, 1992

The meeting was called to order at 3:00 p.m. by president Bill Breitenbeck. The following board members were also present: Margo Lamb, George Jardine, Bob Thiel, Luramay O'Bryan, Gordon Shroust, Sharon Stribling, Jean Woods.

The purpose of the meeting was to discuss and reach consensus on the issue of association responsibility for repair/maintenance/replacement of windows, which was discussed at the May 21 board meeting. The current policy is that such is the responsibility of the homeowners, not the association.

Bill distributed the written opinion of Tom Murray, attorney with Lewis and Kappes. (See attached.) Bill also distributed the report results of the arch of minutes of past meetings of board.

Mr. Murray's legal opinion as expressed in his letter is that an examination of the Indiana Horizontal Property Act (IC 32-1-6-1) and the by-laws of Castleton Farms Co-Owners supports the boards long-standing policy of requiring homeowners to be responsible for all aspects of maintenance and replacement of windows, doors, etc.

After discussion, upon motion by Bob Thiel, seconded by Sharon Stribling, the board agreed unanimously by written signature indicating concurrence, to adopt the attached motion as reaffirmation of the board's policy.

Bill Breitenbeck agreed to discuss with Steve Schmutte filing this with the Recorder's Office. Bill will also see that a response is sent to the homeowner who originally raised the issue.

There being no further business to transact, upon motion by Bob Thiel, seconded by Luramay O'Bryan, the meeting was adjourned at 3:35 p.m.

Respectfully submitted,

Jean Woods  
Secretary  
CFCA

Attachments

920150393



5

AMENDMENTS TO THE DECLARATION  
OF HORIZONTAL PROPERTY OWNERSHIP FOR  
THE CASTLETON FARMS HORIZONTAL PROPERTY REGIME

These Amendments to the Declaration of Horizontal Property  
Ownership for the Castleton Farms Horizontal Property Regime were  
executed this 20<sup>th</sup> day of February, 1995.

WITNESSETH:

WHEREAS, the Castleton Farms Horizontal Property Regime  
in Marion County was created pursuant to a Declaration of  
Horizontal Property Ownership for the Castleton Farms Horizontal  
Property Regime which was recorded with the Marion County  
Recorder's Office on August 28, 1981, as Instrument No. 81-55352  
(hereafter, "Original Declaration"); and

WHEREAS, the Original Declaration established an expandable  
horizontal property regime pursuant to the terms of the Indiana  
Horizontal Property Act, Indiana Code Sec. 32-1-6-1, et seq., as  
amended; and

WHEREAS, the original developer of Castleton Farms annexed  
additional sections of property to the Castleton Farms horizontal  
property regime upon the recording of supplements and/or  
amendments to the Original Declaration; and

WHEREAS, the Original Declaration was subsequently amended,  
with the last amendment being the Twenty-Second Amendment to the  
Declaration of the Horizontal Property Ownership of Castleton  
Farms Horizontal Property Regime recorded on the 23rd day of  
January, 1992, as Instrument No. 92-8590 (said Original  
Declaration together with all subsequent amendments and/or  
supplements being referred to hereafter collectively as the  
"Declaration"); and

WHEREAS, the Owners of the Dwelling Units wish to make  
certain amendments to the Declaration; and

WHEREAS, Paragraph 23 of the Original Declaration provides  
that the same may be amended upon the approval by a majority of  
the Percentage Vote of the Owners; and

WHEREAS, after notice was duly given, the Annual Meeting of  
the Owners was held on January 10, 1995, whereat the Owners of  
Dwelling Units comprising over seventy percent (70%) of the total  
Percentage Vote within Castleton Farms were present, either in  
person or by proxy; and

WHEREAS, at said Annual Meeting, the Owners of Dwelling  
Units comprising over sixty-one percent (61%) of the total  
Percentage Vote within Castleton Farms voted to approve the  
following amendments to the Declaration; and

WHEREAS, said Owners voting to approve the following amendments constitute a majority of the Percentage Vote; and

WHEREAS, said Owners, under the authority of the Declaration, wish to make certain changes and amendments to the Declaration as described below.

NOW, THEREFORE, the undersigned officer of the Castleton Farms Co-Owners Association, Inc, on behalf of the Co-Owners, hereby executes these Amendments to the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime as follows:

1. Paragraph 1(m) of the Original Declaration which sets forth a definition for the phrase "Storage Areas" is hereby **deleted** in its entirety and shall not be replaced.
2. Paragraph 7(a) of the Original Declaration pertaining to Storage Area Spaces is hereby **deleted** in its entirety. Paragraphs 7(b), 7(c) and 7(d) shall be redesignated as Paragraphs 7(a), 7(b) and 7(c), respectively.
3. Paragraph 20 of the Original Declaration pertaining to the sale of Dwelling Units by the Declarant is hereby **deleted** in its entirety and shall be **replaced** with a new Paragraph 20 as follows:

20. Leasing of Dwelling Units.

(a) Limits of the Number of Leased Units. In order to insure that the residents within Castleton Farms share the same proprietary interest in and respect of the Dwelling Units and the Common Areas, no more than ten percent (10%) of the Dwelling Units may be leased or rented to non-owner occupants at any given time. If at any time such percentage of Dwelling Units are leased or rented, an Owner who wants to rent or lease his or her Dwelling Unit which is not already rented shall be placed upon a waiting list by the Board of Managers. When an existing tenant moves out, the Owner of that Dwelling Unit shall immediately notify the Board of Managers or Managing Agent of such fact and that Dwelling Unit cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Dwelling Units. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Managers or the Managing Agent as to that Owner's intent to lease his or her Dwelling Unit. After receiving such notice, the Board of Managers or the Managing Agent shall advise the Owner if Dwelling Units may be leased or whether the maximum number of Dwelling Units within Castleton Farms is currently being leased. If the maximum number of Dwelling Units is being leased, the Board

of Managers or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

(b) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the proper written approval of the Board of Managers. No portion of any Dwelling Unit other than the entire Unit shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Managers, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling Unit. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Managers shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(c) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Managers, or from the Owner's liability to the Association for payments of assessments.

(d) Approval of Form of Lease. Any Owner desiring to enter into a lease for his or her Dwelling Unit shall submit the form of the proposed lease to the Board of Managers (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Paragraph 20. The Board of Managers may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board of Managers by the Owner within thirty (30) days after execution.

(e) Violations. Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Paragraph 20 shall be voidable at the election of the

Association or any other Owner, except that neither party to such lease may assert this provision of this Paragraph 20 to avoid its obligations thereunder.

(f) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such leases so long as the occupants remain the same. However, all Owners shall promptly deliver to the Board of Managers or the Managing Agent copies of all existing leases (which may have the rental amount deleted) which the Owners currently have with any tenants within thirty (30) days of the effective date of these restrictions.

(g) Institutional Mortgagees. The provisions set forth in this Paragraph 20 shall not apply to any institutional mortgagee of any Dwelling Unit which comes into possession of the Dwelling Unit by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

4. Definitions. The definitions of terms defined in the Declaration or By-Laws as used herein shall be applicable, unless otherwise expressly defined herein, to these Amendments to the Declaration.

5. Acceptance and Certification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Amendment, together with the Declaration (including all amendments and supplements thereto), the By-Laws and all amendments thereto, the Articles of Incorporation and all amendments thereto, and any Rules or Regulations adopted pursuant thereto, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as if such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

6. Certification. The undersigned person hereby represents and certifies that all requirements for and conditions precedent to the Amendments of the Declaration as contained herein have been fulfilled and satisfied.

EXECUTED on the 20<sup>th</sup> day of February, 1995.

CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.

By: George Jardine  
George Jardine, President

STATE OF INDIANA     )  
                                  )  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared George Jardine, the President of Castleton Farms Co-Owners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the within and foregoing Amendments to the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime, for and on behalf of said corporation and its members, and who, being duly sworn, stated that the certifications and representations made therein are true.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of February, 1995

My Commission Expires:

12-20-97

P. Thomas Murray Jr.  
Notary Public

P. THOMAS MURRAY  
Printed  
Residence County: MARION

This instrument prepared by, and should be returned to P. Thomas Murray, Jr., Attorney at Law, P.O. Box 501040, Indianapolis, IN 46250. (317) 842-8550.  
a:\castletn.dec

26

AMENDED AND RESTATED CODE OF BY-LAWS OF  
CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.  
and of the CASTLETON FARMS HORIZONTAL PROPERTY REGIME

This Amended and Restated Code of By-Laws of Castleton Farms Co-Owners Association, Inc. and of the Castleton Farms Horizontal Property Regime executed this 20th day of February, 1995, by the Castleton Farms Co-Owners Association, Inc. (hereafter, "Corporation");

WITNESSES THAT:

WHEREAS, the Castleton Farms Horizontal Property Regime in Marion County was created pursuant to a Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime which was recorded with the Marion County Recorder's Office on August 28, 1981, as Instrument No. 81-55352 (hereafter, "Original Declaration"); and

WHEREAS, attached to the Original Declaration were the By-Laws of the Castleton Farms Co-Owners Association, Inc. and of the Castleton Farms Horizontal Property Regime (hereafter, "By-Laws"); and

WHEREAS, the Original Declaration created an expandable horizontal property regime known as Castleton Farms; and

WHEREAS, the Original Declaration and the By-Laws were subsequently amended, with the last amendment being the Twenty-Second Amendment to the Declaration of the Horizontal Property Ownership of Castleton Farms Horizontal Property Regime recorded on the 23rd day of January, 1992, as Instrument No. 92-8590 (said Original Declaration together with all subsequent amendments and/or supplements being referred to hereafter collectively as the "Declaration"); and

WHEREAS, the Owners wish to amend certain provisions of the By-Laws of the Corporation and to restate the By-Laws of the Corporation; and

WHEREAS, after notice was duly given, the Annual Meeting of the Owners was held on January 10, 1995, whereat the Owners of Dwelling Units comprising over seventy percent (70%) of the total Percentage Vote within Castleton Farms were present, either in person or by proxy; and

WHEREAS, at said Annual Meeting, the Owners of Dwelling Units comprising over sixty-one percent (61%) of the total Percentage Vote within Castleton Farms voted to approve the following amendments to the Declaration; and

WHEREAS, said Owners, under the authority of the Declaration and the By-Laws, wish to make certain changes and amendments to the By-Laws and to restate the By-Laws as described below.

NOW, THEREFORE, the undersigned officer of the Castleton Farms Co-Owners Association, Inc, on behalf of the Co-Owners, hereby executes this Amended and Restated Code of By-Laws of Castleton Farms Co-Owners Association, Inc. and the Castleton Farms Horizontal Property Regime as follows:

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AMENDED AND RESTATED CODE OF BY-LAWS OF  
CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.  
and of the CASTLETON FARMS HORIZONTAL PROPERTY REGIME

ARTICLE I

NAME

Section 1.1. Name. The name of this corporation is Castleton Farms Co-Owners Association, Inc. (hereinafter referred to as "Corporation").

ARTICLE II

IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Corporation. These By-Laws shall also constitute the By-Laws of the Corporation.

Section 2.2. Individual Application. Each of the Owners within the Castleton Farms horizontal property regime shall automatically and mandatorily be Members in the Corporation and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Dwelling Units, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime, said Declaration being recorded in the Marion County Recorder's Office on the 28th day of August, 1981, as Instrument No. 81-55352 together with all amendments or supplements thereto, the Articles of Incorporation, the rules and regulations of the Corporation and of the provisions hereof. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Dwelling Unit or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, the Indiana Horizontal Property Act and the Indiana Nonprofit Corporation Act of 1991 (the "Act"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Managers as herein provided. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and

govern the interpretation of the Amended and Restated Articles of Incorporation and these Code of By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Amended and Restated Articles of Incorporation and these Code of By-Laws, and reference is specifically made to Paragraph 1 of the Declaration containing definitions for terms, unless otherwise indicated herein.

### ARTICLE III

#### MEETINGS OF CORPORATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Managers, receiving and approving the annual budget, providing for the collection of Common Expenses and for such other purposes as may be required by the Declaration, these By-Laws, the Articles, or the Act.

Section 3.2. Annual Meeting. The annual meeting for the Members of the Corporation shall be held on the third Tuesday of January in each calendar year if not a legal holiday. If such date shall be a legal holiday, the annual meeting shall take place at the same time on the next day following which is not a legal holiday. At each annual meeting, the Owners shall elect the Board of Managers of the Corporation in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings. A special meeting of the Members of the Corporation may be called by the President, by resolution of the Board of Managers or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Dwelling Units. The resolution or petition shall be presented to the President or Secretary of the Corporation and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.4. Notice and Place of Meetings. All meetings of the members of the Corporation shall be held on the Property or at any suitable place in Marion County, Indiana, as may be designated by the Board of Managers. Written notice stating the time, place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Corporation to each member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Owners as part of a newsletter or other publication regularly sent to the Owners constitutes a written notice. If at any meeting an amendment to the

Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Owners at their respective addresses as the same shall appear upon the records of the Corporation. If an annual or special meeting of Members is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Act before adjournment. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Corporation to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Corporation with its name and address in accordance with Section 8.1 of these By-Laws. Such Mortgagee may designate in writing a representative to attend the meeting.

Section 3.5. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the percentage of ownership in the Common Areas and Facilities applicable to the Owner's Dwelling Unit or Units as set forth in the Declaration. Since all Owners have the same Percentage Interest, however, each Owner shall have one (1) vote on each matter coming before the meeting. The total number of votes for or against any matter shall then be divided by the number of Dwelling Units then in Castleton Farms, as the same shall have been finally platted from time to time, to determine the respective proportions of Owners supporting or opposing such matter, or by the number of Dwelling Units the Owners of which are present or represented at such meeting, to determine the respective proportions of Owners present or represented at such meeting supporting or opposing such matter. In voting for directors, each Owner (or his or her representative) shall be entitled to cast one (1) vote for each Manager's position being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available Managers' positions; provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Act, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

(b) Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Dwelling Unit, all such persons or entities shall be Members of the Corporation, but all of such persons or entities shall have only one (1) vote for such Dwelling Unit, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Dwelling Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Corporation stating who is authorized to vote on behalf of said corporation or trust.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary of the Corporation prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Indiana Horizontal Property Act, the Declaration, these By-Laws, or the Articles or the Act, the presence of Owners or their duly authorized representatives owning at least thirty-three and one third percent (33 1/3%) of the total number of Dwelling Units shall constitute a quorum at all meetings. Unless otherwise required herein or by the Act, the Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. As used elsewhere in these By-Laws, the term "Majority of Owners" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Dwelling Units as determined by the applicable provisions set forth in the Declaration, and the term "Majority of the Vote" shall mean a majority of the votes of the Owners present or represented at such meeting at which a quorum is present.

Section 3.6. Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Corporation or his or her appointee. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) Reading of Minutes. The Secretary or his or her appointee shall read the minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent thereto, unless such reading is waived by a Majority of the Vote as defined in Section 3.5(e) hereof.

(2) Treasurer's Report. The Treasurer or his or her appointee shall report to the Owners concerning the financial condition of the Corporation and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current fiscal year.

(3) Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.

(4) Election of Board of Managers. Nominations for the Board of Managers may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Corporation at least ten (10) days prior to the annual meeting. Voting for the Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Owner shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote as defined in Section 3.5(e) hereof.

(6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations prescribed in the Declaration or assigned by the Board of Managers shall be presented.

(7) Adjournment. Upon completion of all business before the Corporation, the President, upon the motion of any Owner, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Owners for the upcoming year.

Section 3.7. Conduct of Special Meeting. The President or his or her appointee shall act as Chairman of any special meetings of the Corporation if he or she is present. The Chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Written Ballots. In lieu of any annual or special meeting of the Owners, written ballots may be utilized in the manner prescribed in the Act.

#### ARTICLE IV

##### BOARD OF MANAGERS

Section 4.1. Board of Managers. The affairs of the Corporation shall be governed and managed by the Board of Managers (herein sometimes collectively called "Board" and individually called "Managers"). The Board of Managers shall be composed of nine (9) persons who each own at least one (1) Dwelling Unit. The number of Managers comprising the Board may be increased by resolution adopted by not less than a majority of the Board of Managers, but said number shall not exceed eleven (11). If the number of Managers is ever greater than nine (9), said number may be decreased by resolution adopted by not less than a majority of the Board. In no event shall the number of Managers be less than five (5) nor more than eleven (11) and no reduction in the number of Managers shall have the effect of removing a Manager from office prior to the expiration of his or her term. In the event the number of Managers is increased as provided herein, the election of the additional Manager or Managers shall be by a vote of the Members according to a procedure established by the Board by resolution.

Section 4.2. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Managers, except that no single Dwelling Unit may be represented on the Board of Managers by more than one person at a time.

Section 4.3. Term of Office and Vacancy. Members of the Board of Managers shall be elected at each annual meeting of the Corporation. Each Manager shall serve a term of three (3) years. One-third (1/3) of the persons on the Board of Managers shall be elected at each annual meeting of the Corporation. In the event the number of persons on the Board is not divisible by three, the number of Managers' positions available for election at the annual meetings shall be such number as to as closely approximate as possible the one-third requirement. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Managers, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining Managers. At the first annual meeting of the Members following any such vacancy, a Manager shall be elected by the Owners to serve for the balance of the term of the Manager in respect to whom there has been a vacancy. Each Manager shall hold office throughout the term of his or her election until his or her successor is elected and qualified.

Section 4.4. Removal of Managers. A Manager or Managers elected by the Owners or elected by the Managers to fill a vacancy, may be removed by the Owners with or without cause if the number of votes cast to remove would be sufficient to elect the Manager(s) at a meeting to elect Managers. A Manager or Managers may be so removed by the Owners only at a meeting called for the purpose of removing the Manager(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Manager(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Manager(s).

Section 4.5. Duties of the Board of Managers. The Board of Managers shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

(a) Protection, repair and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of the Owners; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(b) Procuring of utilities, removal of garbage and waste if not provided by the municipality, and snow removal from the Common Areas;

(c) Landscaping, painting, decorating, and furnishing of the Common Areas and, where applicable, Limited Areas, the exterior of Building garages and walls;

(d) Surfacing, paving, and maintaining private streets, parking areas, and sidewalks, and the regulation of the use thereof;

(e) Assessment and collection from the Owners of the Owners' pro-rata share of the Common Expenses;

(f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time the notice of annual meeting is mailed or delivered;

(g) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner attending the regularly scheduled Board meeting in February;

(h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours upon written request to any officer of the Corporation;

(j) Performing such other duties as may be reasonably inferred from the provisions of the Declaration or the Indiana Horizontal Property Act.

Section 4.6. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(b) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Managers;



(c) To procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, of the benefit of the Owners and the Corporation;

(d) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of the Corporation;

(e) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Managers may be necessary for the maintenance, upkeep, repair and replacement of the Property;

(f) To include the costs of all of the above and foregoing as Common Expenses of the Corporation and to pay all of such costs therefrom;

(g) To open and maintain a bank account or accounts in the name of the Corporation and to designate the signatories thereto;

(h) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Limitations on Board Action. The authority of the Board of Managers to enter into contract shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00), unless the prior approval of a Majority of Owners (as defined in Section 3.5(e) hereof) is obtained, except in the following cases:

(a) Supervision and management of the replacement or restoration of any portion of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting. However, specific items within the budget need not be approved

separately by the Owners at the annual meeting. The Board may also reallocate funds to items in the budget so long as the total budgeted funds for a task are not exceeded and by doing so, the total budget will not be increased; and

(c) Expenditures necessary to deal with emergency conditions in which the Board of Managers reasonably believes there is insufficient time to call a meeting of the Owners.

The said Five Thousand Dollar (\$5,000.00) maximum shall automatically be adjusted every five (5) years from the date of recording of these By-Laws to reflect changes in the purchasing power of the dollar, as determined by the most recently published annual GNP Implicit Price deflator or any comparable index.

Section 4.8. Compensation. No Manager or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a Majority of Owners as defined in Section 3.5(e) hereof. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 4.9. Meetings and Notice. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of Managers. No written or verbal notice need be given to Managers for regularly scheduled Board meetings of which the Managers are already aware. For all other board meetings, the Secretary shall give notice of such meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. To the extent provided in the Act, a director may conduct or participate in a regular or special meeting of the Board of Managers through the use of conference telephone or any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is considered to be present in person at the meeting.

Section 4.10. Waiver of Notice. Before or after any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting

shall, as to such Manager, constitute a waiver of notice of the time, place, and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.11. Quorum. At all meetings of the Board, unless the Act or these By-Laws provide otherwise, a majority of the Managers shall constitute a quorum for the transaction of business and the votes of the majority of the Managers present at a meeting at which a quorum is present shall be the decision of the Board.

Section 4.12. Bond. The Board of Managers may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Managers and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 4.13. Informal Action by Managers. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.14. Standards of Conduct and Liability of Managers and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Managers (which is synonymous with the term "Directors" as used in the Act) and Officers of the Corporation shall be as set forth in the Act, as the same may be amended from time to time.

## ARTICLE V

### OFFICERS

Section 5.1. Officers of the Corporation. The principal officers of the Corporation shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 5.2. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and qualified, unless earlier removed by the Board of Managers. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners (as defined in Section 3.5(e) hereof), any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.3. The President. The President shall be elected from among the Managers and shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Corporation and to perform such other duties as the Board may from time to time prescribe.

Section 5.4. The Vice-President. The Vice-President shall be elected from among the Managers and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or by the President.

Section 5.5. The Secretary. The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall authenticate the Corporation's records, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.6. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Corporation. He or she shall immediately deposit all funds of the Corporation coming into his or her hands in some reliable

bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Corporation. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Corporation to the extent appropriate as part of its duties.

Section 5.7. Assistant Officers. The Board of Managers may from time to time designate and elect from among the Co-Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Managers may prescribe.

## ARTICLE VI

### RESTRICTIONS ON USE AND ADDITIONAL RIGHTS AND DUTIES OF BOARD

Section 6.1. Restrictions on Use. The following restrictions on the use and enjoyment of the Dwelling Units, Common Areas, Limited Areas, and the Property and, in addition, to those set forth in the Declaration. These are as follows:

(a) All Dwelling Units and the Buildings situated therein shall be used exclusively for residential purposes and occupancy for a Single Family. A "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants with a common kitchen and dining area.

(b) No additional buildings shall be erected other than the Buildings designated in the Declaration and shown on the Plans.

(c) Nothing shall be done or kept in any Dwelling Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his or her Dwelling Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.

(d) No waste shall be committed in the Dwelling Units, Common Areas or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, or on or upon any balcony or patio, and no sign, awning, canopy, shutter, or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any

other part of the Building without the prior written consent of the Board.

(f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas or Limited Areas, except that small pet dogs, cats, or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his or her pet. No pet shall be left unattended while outdoors. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon two (2) written notices from the Board to the respective owner.

(g) Nothing shall be done or permitted in any Dwelling Unit which will impair the structural integrity of any Dwelling Unit or Building or which would structurally change any Dwelling Unit or Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Property or to be a nuisance, annoyance, inconvenience, or damage to other residents of the Building or neighborhood, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, stereo equipment, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines. There shall be no obstruction of the Common Areas, nor shall anything be stored outside of the Dwelling Units without the prior written consent of the Board. Further, portable or permanent sports equipment such as, but not limited to, basketball goals, shall be permitted within the Property only with the prior written consent of the Board, which consent may be conditioned upon the Owner's use of such equipment in a manner and at times during the day which will not be an annoyance or nuisance to other residents and which will not impair or impede the normal and intended use of the streets and parking areas within the Property or create a risk of personal injury or property damage.

(h) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material by Owners.

(i) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced, or permitted on the Property other than home professional pursuits clearly incidental to the residential use of the Dwelling Unit without employees, public visits or non-residential storage, mail or other use of a Dwelling Unit.

(j) No "For Sale", "For Rent", or "For Lease" signs or other window advertising display shall be maintained or permitted on any part of the Property or any Dwelling Unit or Building without the prior consent of the Board; provided, however, that the right is reserved by the Board to place or allow to be placed "For Sale" or "For Lease" signs on any unsold or unoccupied Units.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be issued by the Board governing the operation, use, and enjoyment of the Property.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description shall be permitted, parked, or stored anywhere within the Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. The parking of any type or kind of vehicle shall not be permissible on the streets of the Property for a period longer than four (4) hours. No overnight parking of any vehicle shall be permitted on the streets.

(m) No Owner shall be allowed to plant trees, landscape, or do any gardening in any of the Common Areas or Limited Areas, except with the express written permission from the Board.

(n) All trash or refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Managers. Trash shall not be put out for collection earlier than noon on the day before collection. All containers must be returned to inside the Dwelling Unit or the garage by midnight of the day of collection.

(o) Because it is in the best interests of all Owners for the Board of Managers and the Managing Agent to have an

accurate list of all Owners and the name of the responsible resident if a Dwelling Unit is not owner-occupied, all Owners must:

- (1) Provide the Managing Agent with the name of the new Owner when the Dwelling Unit is sold or conveyed.
- (2) Provide the Managing Agent with the name of the person to be contacted in case of emergency when a Dwelling Unit is to be unoccupied.
- (3) In the case of rented or leased Dwelling Units, or in other circumstances where the Owner does not reside in the Dwelling Unit, to provide the Managing Agent with the name of the current resident of the Dwelling Unit along with the length of the term of the lease or rental agreement, and any renewals or extensions thereof.

Section 6.2. Right of Entry. An Owner or occupant of a Dwelling Unit shall be deemed to have granted the right of entry to his Dwelling Unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his or her Dwelling Unit, the Building located therein, or any other property or person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Dwelling Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical facilities or equipment, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.3. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Property as the Board may deem desirable, including but not limited to the use of the Common Areas, Limited Areas, and Dwelling Units. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.



## ARTICLE VII

### INDEMNIFICATION

Section 7.1. Indemnification of Managers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a Manager of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended.

Section 7.2. Indemnification of Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended. In addition, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation to the same and fullest extent that managers are indemnified by the Corporation as provided for in the Indiana Nonprofit Corporation Act of 1991, as it now exists or is hereinafter amended.

## ARTICLE VIII

### NOTICES AND MORTGAGES

Section 8.1. Notice to Association. Any Owner who places a first mortgage lien upon his or her Dwelling Unit or the Mortgagee thereof shall notify the Secretary of the corporation and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws or the Indiana Horizontal Property Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which he otherwise may be entitled to vote by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

A first mortgagee, upon request, will be entitled to written notification from the Corporation of any default in the performance by the individual Dwelling Unit Borrower of any obligation under the condominium constituent documents which is

not cured within sixty (60) days. Seller further warrants that: (i) such request has been made by Seller, (ii) subsequent to the Delivery Date, Seller, as Servicer, will notify FHLMC of any notice of such default, as prescribed in "Servicer's Guide".

Section 8.2 Notice of Unpaid Assessments. Upon ten (10) days written notice to the Corporation and the payment of a reasonable fee, the Corporation shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Dwelling Unit, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Dwelling Unit, together with the amount of the current assessments for Common Expenses and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Corporation in favor of any person relying thereon in good faith, and any Mortgagee or grantee of the Dwelling Unit shall not be liable for nor shall the Dwelling Unit conveyed be subject to any lien for any unpaid assessments in excess of the amount set forth in such statement.

#### ARTICLE IX

##### MISCELLANEOUS

Section 9.1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 9.2. Personal Interests. Except as permitted under Section 4.8 hereof, no Member of the Corporation shall have or receive any earnings from the Corporation; provided, however, that a Member who is an officer, director, employee, or agent of the Corporation may be reimbursed for expenses incurred on the Corporation's behalf.

Section 9.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Managers, or unless otherwise required by law, be signed by the Treasurer or one other Board member of the Corporation, and the Managing Agent.

#### ARTICLE X

##### AMENDMENT TO BY-LAWS

Section 10.1. Amendment. These By-Laws may be amended by a Majority of the Vote as defined in Section 3.5(e) hereof in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

## ARTICLE XI

### ASSESSMENTS

Section 11.1. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Corporation, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred, and paid during the preceding calendar year.

Section 11.2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Dwelling Unit by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments; and (2) Special Assessments; such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, late fees, costs, reasonable attorney's fees, and any other obligation which may be charged to an Owner pursuant to the Declaration or these By-Laws, shall be a charge on the Dwelling Unit, and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, late fees, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title, unless expressly assumed by them.

Section 11.3. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed annual budget shall be submitted to the Co-Owners at the annual meeting of the Corporation for adoption and if so adopted, shall be the basis for the Regular Assessments (hereafter defined) for the current calendar year. At the annual meeting of the Co-Owners, the proposed budget may be approved in whole or in part by a Majority of the Vote as defined in Section 3.5(e) above; provided, however, that in no event shall the annual meeting of the Co-Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 11.4 Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Dwelling Unit based on the Percentage Interest of each Unit as it relates to the total

membership of the Corporation. Since all Owners have the same Percentage Interest, the Regular Assessments shall be equal for all Owners. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). Since all Owners have the same Percentage Interest, the Regular Assessment shall be equal for all Dwelling Units. The Regular Assessment against each Dwelling Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. Payment of the monthly installments of the regular assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, Owners may elect to pay monthly assessments in advance. The Regular Assessment for the year shall become a lien on each separate Dwelling Unit as of the first day of the month after adoption.

Section 11.5. Special Assessments. In addition to the Regular Assessments authorized above, the Corporation may levy in any assessment year, Special Assessments for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies; provided that any such assessments shall have the assent of a Majority of the Vote (as defined in Section 3.5(e) hereof) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Each Owner of a Dwelling Unit shall pay to the Corporation a Special Assessment based on the same Percentage Interest as the Regular Assessment as defined above, of the total sum approved to meet the costs and expenses as heretofore provided.

The amount of the Regular Assessment or of any Special Assessment provided for in this Section, shall be assessed as a lien at the beginning of each Regular Assessment period or at the time of Special Assessment, as the case may be. Each assessment shall be due and payable within fifteen (15) days of the assessment, and, upon default of payment within such period of time, such assessment shall be a lien against the defaulting Owner, and the Corporation shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties.

Both annual and special assessments may be collected on a monthly basis.

Section 11.6. Failure of Owner to Pay Assessment. No Owner may exempt himself or herself from paying Regular or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Dwelling Unit belonging to him or her. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the lien for such Assessment on the Owner's Dwelling Unit may be foreclosed by the Board for and on behalf of the Corporation as provided by law or contract. Upon the failure of an Owner to make payments of any Regular Assessment or Special Assessment within fifteen (15) days after such are due, the Board may, in its discretion, (1) impose a late charge of up to thirty percent (30%) of the amount in default, (2) accelerate the entire balance of the unpaid Assessments for the remainder of the current fiscal year and declare the same immediately due and payable, notwithstanding any other provisions of hereof to the contrary, (3) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended, and (4) suspend such Owner's right to use the recreational facilities within the Property as provided in the Indiana Nonprofit Corporation Act of 1991, as amended. In any action to foreclose the lien for Assessments, the Owner and any occupant shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Dwelling Unit. The Board of Directors, by resolution, shall determine the manner by which Owners' payments shall be applied to their individual accounts.

Section 11.7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Property subject to assessment. Notwithstanding anything contained in this section or elsewhere in these By-Laws or the Declaration, any sale or transfer of a Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance

in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which become due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability or any installments of Regular or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Dwelling Unit from which it arose).

Section 11.8. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Dwelling Unit which, if neglected, would adversely affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories belonging to the Owner and appurtenant to the Dwelling Unit. Every Owner shall also be responsible for the maintenance, repair and replacement of the windows, doors, glass doors, and garage doors appurtenant to such Owner's Dwelling Unit, including, but not limited to:

- Window Units
- Window and Door Hardware
- Glass Panes and Panels
- Frames and Sills
- Door Units
- Garage Doors and Hardware
- Sliding Glass Doors
- Window Screens
- Storm Windows
- Screen Doors

whether the same are located inside or outside the Dwelling Unit or the Building.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Amended and Restated Code of By-Laws and certify the truth of the facts herein stated, this 20<sup>th</sup> day of February, 1995.

CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.

By: George Jardine  
George Jardine, President

STATE OF INDIANA )  
                          )  
COUNTY OF MARION )

Before me a Notary Public in and for said County and State, personally appeared George Jardine, the President of Castleton Farms Co-Owners Association, Inc., who acknowledged execution of the foregoing Amended and Restated Code of By-Laws of Castleton Farms Co-Owners Association, Inc. for and on behalf of said corporation and the Co-Owners, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of February, 1995.

P. Thomas Murray, Jr.  
Notary Public

P. THOMAS MURRAY, JR.  
Printed

My Commission Expires:

12-20-97

Residence County: MARION

This instrument prepared by, and should be returned to, XP. Thomas Murray, Jr., Attorney at Law, P.O. Box 501040, Indianapolis, IN 46250. (317) 842-8550.

a:castletn.by1

Handwritten initials in a circle.

**AMENDMENT TO THE DECLARATION  
OF HORIZONTAL PROPERTY OWNERSHIP FOR  
THE CASTLETON FARMS HORIZONTAL PROPERTY REGIME**

JOHN R. VON ARX  
MARION COUNTY AUDITOR

085188 MAY 1997

SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

05/19/97 01:23PM JOAN N. ROBERT MARION CITY RECORDER CNG 18.00 PAGES: 4  
Inst # 1997-0068519

This Amendment to the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime was executed this 6th day of May, 1997.

**WITNESSETH:**

**WHEREAS**, the Castleton Farms Horizontal Property Regime in Marion County was created pursuant to a Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime which was recorded with the Marion County Recorder's Office on August 28, 1981, as **Instrument No. 81-55352** (hereafter, "Original Declaration"); and

**WHEREAS**, the Original Declaration established an expandable horizontal property regime pursuant to the terms of the Indiana Horizontal Property Act, Indiana Code Sec. 32-1-6-1, et seq., as amended, pertaining to the real estate described in Exhibit "A" attached hereto; and

**WHEREAS**, the original developer of Castleton Farms annexed additional sections of property to the Castleton Farms horizontal property regime upon the recording of supplements and/or amendments to the Original Declaration; and

**WHEREAS**, the Original Declaration was subsequently amended, with the last amendment being the "Amendments to the Declaration of the Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime" dated February 20, 1995, and recorded on February 21, 1995, as **Instrument No. 1995-0018875** (said Original Declaration together with all subsequent amendments and/or supplements being referred to hereafter collectively as the "Declaration"); and

**WHEREAS**, the Owners of the Dwelling Units wish to make certain amendments to the Declaration; and

**WHEREAS**, Paragraph 23 of the Declaration provides that the same may be amended upon the approval by a majority of the Percentage Vote of the Owners; and

**WHEREAS**, after notice was duly given, a Special Meeting of the Owners was held on January 29, 1997, whereat the Owners of Dwelling Units comprising over fifty percent (50%) of the total Percentage Vote within Castleton Farms were present, either in person or by proxy; and

**WHEREAS**, at said Special Meeting, the Owners of Dwelling Units comprising over fifty percent (50%) of the total Percentage Vote within Castleton Farms voted to approve the following amendment to the Declaration; and

**WHEREAS**, said Owners voting to approve the following amendment constitute a majority of the Percentage Vote; and

**WHEREAS**, said Owners, under the authority of the Declaration, wish to make certain changes and amendments to the Declaration as described below.

**FILED**  
MAY 15 1997  
LAWRENCE TOWNSHIP  
ASSESSOR



**NOW, THEREFORE**, the undersigned officer of the Castleton Farms Co-Owners Association, Inc, on behalf of the Co-Owners, hereby executes this Amendment to the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime as follows:

1. Prior Amendment. Paragraph 20 of the Original Declaration was deleted and replaced by a new Paragraph 20 entitled "**Leasing of Dwelling Units**" upon the recording of the "Amendments to the Declaration of the Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime" dated February 20, 1995, and recorded on February 21, 1995, as **Instrument No. 1995-0018875**.

2. Amendment of Caption. The caption for Paragraph 20 which is currently designated as "Leasing of Dwelling Units" is hereby amended to read "**Leasing of Dwelling Units & Maximum Number of Dwelling Units Owned by a Single Owner**".

3. Amendment of Paragraph 20. Said Paragraph 20 is hereby further amended by adding a new subparagraph (h), including subparagraphs, thereto as follows:

(h) Maximum Number of Dwelling Units Owned by a Single Owner. As defined in Paragraph 1(q) of this Declaration, "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit. As used in this Paragraph 20(h), "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Dwelling Unit and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Dwelling Unit. As an example, if any person or entity owns or has any interest in the ownership of two (2) Dwelling Units, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Dwelling Unit whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity. In order to encourage Castleton Farms being and remaining a community where the Co-Owners reside on the property:

(1) No Owner may own more than two (2) Dwelling Units within Castleton Farms at any time. This restriction shall not apply to any Owner who owns more than two (2) Dwelling Units which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction. Any purchase agreement or conveyance executed subsequent to the recording of this restriction which violates this subparagraph (h)(1) shall be voidable at the election of the Board of Managers and the Board of Managers shall have the right to exercise any and all available remedies at law or equity.

(2) If any Owner is the Owner of more than one (1) Dwelling Unit, such Owner or the majority of the principals of such Owner shall and must reside in Castleton Farms in at least one (1) of such Dwelling Units, unless otherwise approved by the Board of Managers upon a showing by such Owner, satisfactory to the Board of Managers, of a Special Circumstance (hereafter defined), in which event one (1) of such Dwelling

Units shall be sold within twelve (12) months of the date of commencement of such Special Circumstance, unless there is a further showing by such Owner, satisfactory to the Board of Managers, that one (1) or more of such Owners will return to reside in one (1) of such Dwelling Units and one (1) or more of such Owners in fact does so return to reside within twenty-four (24) months of the date of commencement of such Special Circumstance. After the expiration of such twelve (12) month period, or such twenty-four (24) month period, if applicable, one (1) of such Dwelling Units cannot be rented or leased, or otherwise occupied by non-Owners. Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates or with the passage of time by its terms will violate this Subparagraph (h) (2) shall be voidable at the election of the Board of Managers and the Board of Managers shall have the right to exercise any and all available remedies at law or equity. For purposes of this Subparagraph 20(h)(2). "Special Circumstances" shall mean the inability of all of the then residing Owners to reside in one (1) of such Dwelling Units by reason of:

- (A) death, dissolution or liquidation of an Owner;
- (B) divorce of an Owner;
- (C) necessary relocation of the residence of an Owner to a point outside of a ten (10) mile radius of the perimeter of Castleton Farms due to a change of employment of at least one (1) of such Owners;
- (D) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (E) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Castleton Farms due to the retirement of at least one (1) of such Owners; or
- (F) other similar circumstances.

4. Other Provisions Remain Unchanged. All other provisions of said Paragraph 20, as amended, including subparagraphs (a) through (g), shall remain unchanged and in full force and effect.

5. Definitions. The definitions of terms defined in the Declaration or By-Laws as used herein shall be applicable, unless otherwise expressly defined herein, to this Amendment to the Declaration.

6. Acceptance and Certification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Amendment, together with the Declaration (including all amendments and supplements thereto), the By-Laws and all amendments thereto, the Articles of Incorporation and all amendments thereto, and any Rules or Regulations adopted pursuant thereto, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as if such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

7. Certification. The undersigned person hereby represents and certifies that all requirements for and conditions precedent to the Amendment of the Declaration as contained herein have been fulfilled and satisfied.

EXECUTED on the 6 day of May, 1997.

CASTLETON FARMS CO-OWNERS ASSOCIATION, INC.,

by:

Robert Thiel  
Robert Thiel, President  
A-

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert<sup>A-</sup> Thiel, the President of Castleton Farms Co-Owners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the within and foregoing Amendment to the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime, for and on behalf of said corporation and its members, and who, being duly sworn, stated that the certifications and representations made therein are true.

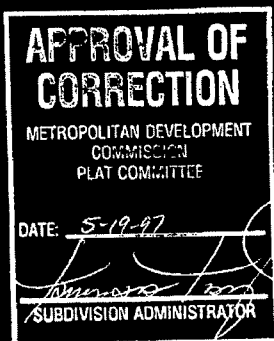
Witness my hand and Notarial Seal this 6th day of MAY, 1997.

P. Thomas Murray, Jr.  
P. Thomas Murray, Jr. -- Notary Public

My Commission Expires: December 20, 1997

Residence County: Marion

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads & Murray, P.C., Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550. a:\castlct2.doc



Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East, in Marion County, Indiana, described as follows: Beginning at the Southeast corner of the Northeast Quarter of Section 26, Township 17 North, Range 4 East, thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) on the South line of said Northeast Quarter 1858.38 feet to the West line of the East Half of the Southwest Quarter of said Northeast Quarter; thence North 00 degrees 12 minutes 09 seconds East on said West line 1321.96 feet to the North line of the South Half of said Northeast Quarter; thence South 89 degrees 59 minutes 48 seconds East on said North line 1858.78 feet to the East line of said Northeast Quarter; thence South 00 degrees 13 minutes 12 seconds West on said East line 1321.85 feet to the place of beginning.

EXCEPT: That part of the above real estate conveyed to the City of Indianapolis by a Warranty Deed recorded as Instrument #76-63471, described as follows:

Part of the South Half of the Northeast Quarter of Section 26, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Half Quarter Section running North on and along the East line of said Half Quarter Section a distance of 15.0 feet to a point; thence West parallel to the South line of said Half Quarter Section a distance of 15.0 feet to the beginning point of this description, said point being on the existing right of way of Hague Road and 75th Street; thence West on and along the existing right of way line a distance of 515.0 feet to a point; thence North parallel to the East line of said Half Quarter Section a distance of 15.0 feet to a point; thence East parallel to the South line of said Half Quarter Section a distance of 248.0 feet to a point; thence Northeasterly a distance of 182.62 feet to a point, said point being 45.0 feet North of the South line of said Half Quarter Section; thence Northeasterly a distance of 35.36 feet to a point, said point being 50.0 feet North of the South line of said Half Quarter Section; thence Northeasterly a distance of 36.06 feet to a point, said point being 45.0 feet West of the East line of said Half Quarter Section; thence Northeasterly a distance of 410.49 feet to a point, said point being 25.0 feet West of the East line of said Half Quarter Section; thence East parallel to the South line of said Half Quarter Section a distance of 10.0 feet to a point, said point being on the existing right of way line along Hague Road; thence South on and along the existing right of way line a distance of 475.0 feet to the point of beginning.

EXHIBIT "A"

27

**RESTATED DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP -  
CASTLETON FARMS HORIZONTAL PROPERTY REGIME**

This Restated Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime is effective as of the date executed below.

SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

344567 OCT 10 98

MARTHA A. WOMACKS  
COUNTY CLERK

**WITNESSETH:**

WHEREAS, the Castleton Farms condominium community in Indianapolis, Marion County, Indiana was created pursuant to a Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime which was recorded with the Marion County Recorder's Office on August 28, 1981, as **Instrument No. 81-55352**; and

WHEREAS, said Declaration established an expandable horizontal property regime pursuant to the terms of the Indiana Horizontal Property Act, codified at Indiana Code Section 32-1-6-1, *et seq.*; and

WHEREAS, the original developer of Castleton Farms annexed additional sections of property to the Castleton Farms Horizontal Property Regime upon the recording of amendments and/or supplements to the Declaration; and

WHEREAS, the Declaration was subsequently amended over twenty (20) times, sometimes simply for adding new Condominium Units and Common Areas to Castleton Farms and on other occasions to amend substantive provisions of the Declaration; and

WHEREAS, the last two Amendments to the Castleton Farms Declaration were recorded with the Marion County Recorder on February 21, 1995, as **Instrument No. 1995-0018875**, and on May 19, 1997, as **Instrument No. 1997-0068519**, respectively; and

WHEREAS, since so many amendments to the Declaration have been filed with the Marion County Recorder, the Castleton Farms Board of Managers wishes to restate the terms of the original Declaration, as modified by all subsequent amendments, through this instrument; and

WHEREAS, the Code of By-Laws of the Castleton Farms Co-Owners Association, Inc. and of the Castleton Farms Horizontal Property Regime have already been Amended and Restated by the owners, with the same being filed with the Marion County Recorder's office on February 21, 1995, as **Instrument No. 1995-0018876**; and

Inst # 2000-0161096  
10/10/00 03:25PM HANNA MARTIN MARION CTY RECORDER MKK 65.00 PAGES: 27

DEPT. OF METROPOLITAN GOVERNMENT  
DATE 4-3-2000  
PER [Signature]  
ADMINISTRATOR

Page 1

**FILED**  
**MAR 31 2000**  
**LAWRENCE TOWNSHIP**  
**ASSESSOR**

WHEREAS, this Restated Declaration does nothing more than compile the terms of the original Declaration together with all subsequent amendments such that there are no changes or amendments to the Declaration which are being made hereby; and

WHEREAS, for the convenience of the reader, there are certain italicized provisions throughout this Restated Declaration prefaced with, “*Compiler’s Note*”, which are intended solely for the purpose of explaining events which happened subsequent to the recording to the original Declaration.

NOW, THEREFORE, the terms and provisions of the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime, together with all subsequent Amendments, is as follows:

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**RESTATED DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP -  
CASTLETON FARMS HORIZONTAL PROPERTY REGIME**

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

- (a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963 Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.
- (b) "Additional Sections" means the real estate referred to in paragraph 16, which may in part or in whole from time to time be annexed to and included within the Regime as provided in paragraph 16, all of which will be part of the proposed Tract. [*Compiler's Note: No more "Additional Sections" will be added since Castleton Farms is fully developed.*]
- (c) "Association" means the incorporated association of Co-Owners of "the Regime", more particularly described in paragraph 13.
- (d) "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.
- (e) "Building", if and when used, shall mean and be the same as "Dwelling Unit", or "Dwelling Units" where more than one such unit is contained in one edifice.
- (f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference. [*Compiler's Note: The By-Laws were amended and restated by the Owners and were filed with the Marion County Recorder on February 21, 1995, as Instrument No. 1995-0018876. Those By-Laws are not attached to this Restated Declaration.*]
- (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of the Declaration.

- (h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.
- (i) "Co-Owners" means the Owners of all the Dwelling Units.
- (j) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration, its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units by deed from the Declarant, unless the conveyance indicates an intent that grantee become the Declarant. [*Compiler's Note: The "Declarant" was the original developer of Castleton Farms.*]
- (k) "Dwelling Unit" means one of the individual units constituting the Regime, each individual unit being more particularly described and identified on the Plans and in paragraph 4 and 5 of this Declaration.
- (l) "Formula" means the method set forth in paragraph 16 of this Declaration for computing the adjustment to be made to the Percentage Interest applied to each Dwelling Unit as each Section is annexed.
- (m) "Storage Areas" shall mean storage areas intended and designed to serve and be used exclusively by the Owner of a particular Dwelling Unit, if any, as shown and designated on the Plans.
- (n) "The Regime" means the name by which the Property and Horizontal Property Regime shall be known. [*Compiler's Note: "The Regime" is another name for the entire Castleton Farms condominium community.*]
- (o) "Limited Areas" means the limited common areas and facilities as defined in Paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.



- (r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appurtenant to each Dwelling Unit as determined in accordance with paragraphs 8 and 16 of this Declaration.
- (s) "Percentage Vote" means the percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and accrues to the Owners thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-Owners are entitled to vote shall be the same percentage as the Percentage Interest applicable to such Owner's Dwelling Unit.
- (t) "Section" means a part of the Tract upon which Dwelling Units are constructed and annexed to "the Regime" as provided in paragraph 16. Each particular Section shall be identified by an Arabic numeral designation corresponding to the order of annexation.
- (u) "Plans" means the floor and building plans of the Buildings and Dwelling Units in Section 1, and a site plan, survey and elevation of the Section and Buildings, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the layout, elevation, location, building numbers and Dwelling Unit numbers, and dimensions of the Dwelling Units which are constructed on the Sections of the Tract when and if annexed to and made a part of "the Regime".
- (v) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of "the Regime".
- (w) "Tract" means the total real estate described in paragraph A above, of which the respective Sections will be a part and set out fully in Exhibit "B", as each section is annexed. [*Compiler's Note: The reference to "paragraph A above" was to the recitals of the original Declaration and was the legal description for Castleton Farms. Neither Exhibit "B" nor the legal description are being attached to this Restated Declaration.*]

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Dwelling Units. There are 40 dwelling units in Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 1-16 and 113-136 (incl.). The Dwelling Units in the Additional Section or Sections thereof, if annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the Supplemental Declaration and Supplemental Plans annexing such Section or Sections to "the Regime". Percentage Interest for each Unit in Section 1 is 2.50%. [*Compiler's Note: After Section I was built, additional sections were added to Castleton Farms. After all sections were added, there are now a total of two hundred eighty-four (284) Dwelling Units, with each Unit having a Percentage Interest of 0.35211%.*]

4. Identification of Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit.

5. Further Description of Dwelling Units.

- (a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as hereinafter defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Dwelling Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Dwelling Units or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.
- (b) Boundaries. The boundaries of each Dwelling Unit shall be shown on the Plans and will include all areas to the outside surfaces of all perimeter construction of the Dwelling Units, including garages. In the case of attached Dwelling Units or Dwelling Units consisting of two stories, the vertical boundaries shall run from the upper surface of the lowest floor joist or slab to the upper surface of the roof, except as otherwise provided in

paragraph 5(a). In such attached Dwelling Units, the horizontal boundaries shall be the exterior surface of the perimeter inside walls of the respective Dwelling Units, including the garages. In the event of any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the actual boundary line of the Dwelling Unit, but within the appropriate area of the Dwelling Unit.

6. Common Area and Facilities. Common Areas mean and include (1) the Tract, (2) the respective Sections contained in the Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways designed to serve particular individual garage units, (4) central electricity, gas, water and sanitary sewer mains serving the Dwelling Units, (5) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring and conduits, public utility lines and central television antenna wiring, (7) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

7. Limited Common Areas and Facilities. Limited Areas and those Dwelling Units to which use thereof is limited are as follows:

- (a) Storage Area Spaces. Storage Areas, if any, shall be limited to the exclusive use of a particular Dwelling Unit as designated on the Plans. The exclusive use of such Storage Areas shall pass with title to the Dwelling Unit for which such Area is designated, even though not expressly mentioned in the document passing title. The Storage Areas and use thereof shall be subject to such rules and regulations as the Board of Managers may deem appropriate and adopt. An Owner may grant a license to any other Owner to use all or part of his Storage Area, provided such license shall expire when the Owner granting the license ceases to be an Owner of the Dwelling Unit for which the Storage Area is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Managers and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such Storage

Area; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Storage Area.

- (b) **Entranceways.** The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (c) **Patios and Balconies.** The patios, balconies, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.
- (d) **Driveways.** The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Area and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accordance with the Formula set forth in paragraph 16 of this Declaration.

If the Regime consists only of Section 1, each Dwelling Unit's Percentage Interest shall be that as each Unit bears to all units in the Section. If any Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Section or Sections which are a part of the Regime prior to such annexation will automatically reduce in accordance with the Formula. The Owners of Dwelling Units in the Section or Sections which are a part of the Regime prior to such annexation shall be granted and receive a Percentage Interest in the Common Areas of such Section of the additional Tract being annexed, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration annexing Percentage Interest as set forth in this paragraph 8, based upon their Percentage Interest.

The Percentage Interest appurtenant to each Dwelling Unit as determined by paragraph 16 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Regime and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction settling, or shifting of a Dwelling Unit, a Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling Unit, then in such

event an easement shall be deemed to exist and run to the Co-Owners and the Association for the maintenance, use, and enjoyment of such Common Area or Limited Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and taxed on the Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be made according to the Percentage Interest and the Formula and will apply to all real estate in Sections effectively brought into the Horizontal Property Regime. Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to the Percentage Interest.
- (b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against same.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the formula and paid for according to the Percentage Interest.

11. Utilities. Each Owner shall pay for his own utilities, which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of the Regime in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including, but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly

permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in the Regime to be known as the Castleton Farms Co-Owners Association. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.

14. Maintenance, Decoration, Repairs and Replacement. The Co-Owners' Association will be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions. The Board of Managers reserve the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decor of this Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit, which, if not repaired, might adversely affect any Dwelling Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintenance of same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas of Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit and within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant anticipates that it will construct additional Dwelling Units on the Additional Sections by expansion within the Tract, all or part of which may be expanded in the manner hereinafter set forth, and subject to the provisions of the Act. The general plan of development to be consistent in the number of Dwelling Units per Section as contained for and upon Exhibit "A" (Section 1) and the maximum number of Dwelling Units to be contained in the Tract (Exhibit "B") is 284. A time limit, not exceeding five (5) years, shall be the limit where additional Sections may be added.

At any time prior to December 31, 1985, Declarant, at its option, may, but is not obligated to, cause all or part of the Additional Section or Sections within the Tract to be expanded, subject to the following conditions:

- (a) Another Section or Sections may be annexed if the Dwelling Units to be constructed in such Section or Sections have been substantially completed and the Supplemental Plans to be filed with the Supplemental Declaration are completed, certified to be [sic] the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the Dwelling Units. Declarant shall reserve the right to determine the developmental standards of each Section.
- (b) The Dwelling Units on any Section to be annexed shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed although not necessarily of similarly [sic] type floor plan, design or exterior.
- (c) Declarant, or its assigns, shall be the sole owner of the fee simple title to the Section or Sections to be annexed.

Declarant expressly reserves the right not to annex any or all of the Tract in Sections after Section 1. No owner shall acquire any rights whatsoever in the Tract except as to those Sections which are annexed to and made a part of the Horizontal Property Regime. After each Section is completed according to the plans, Declarant may turn that Section over to the Co-Owners, at which time those Co-Owners owning Dwelling Units in the Section or Sections being turned over shall then incur and pay all

Common Expenses attendant with that Section or Sections according to the Formula and their respective Percentage Interest.

*[Compiler's Note: After all Sections were added or annexed to Castleton Farms, there are now a total of two hundred eighty-four (284) Dwelling Units, with each Unit having a Percentage Interest of 0.35211%]*

Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there will be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to Percentage Interest and Percentage Vote.

The Percentage Interest appurtenant to each Unit shall be computed and, upon the annexation of an Additional Section or Sections, same shall be recomputed dividing among the then-existing Dwelling Unit Owners equal shares to the extent that the total shares at all times equal 100%, or as is close to 100% as is mathematically possible, having regard to the equality of shares by each Owner.

As Each Section is developed, Declarant shall record a Supplemental Declaration annexing and adding such Section to this Declaration and making it a part of the Regime. Declarant reserves the right to annex additional Section thereof that are not necessarily in numerical order shown on the plans. Such Supplemental Declaration shall contain the following:

- (a) A description of the real estate to be annexed;
- (b) A description of the Dwelling Units described in a manner consistent with this Declaration;
- (c) The Percentage Interest of all Dwelling Units upon annexation, computed in accordance with the Formula.

Each Owner, by acceptance of a deed to a Dwelling Unit, acknowledges, consents, and agrees that the following rights and conditions shall be applicable upon the recording of each Supplemental Declaration:

- (a) The Section described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest applicable to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such



Supplemental Declaration, which shall be based upon the Formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit is reduced thereby shall be deemed to release and divest that amount from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns.

- (c) Each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Supplemental Declaration altered in accordance with the Supplemental Declaration based upon the Formula.
- (d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage shall automatically include and attach to such additional Common Area and Limited Area upon recording of such Supplemental Declaration.
- (e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Dwelling Unit in a Section already a part of the Regime prior to such recording. The lien for the pro rata share of Common Expenses for the Sections annexed upon such recording shall be assessed and paid as provided in the By-Laws.
- (f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act and for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the Formula expressed herein, shall be deemed to be made by agreement of all Owners.
- (g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Sections in the Tract in accordance with the provisions and intent of this paragraph 16.

- (h) Each Owner, by acceptance of a deed to a Dwelling Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this paragraph 16, and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such Owner to consent to or vote in favor of the amendment of this Declaration, as well as to do all things as contained in such agreement allowing Declarant to act as attorney-in-fact, which agreement for a power of attorney and power of attorney are incorporated herein by reference. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest, shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the Additional Tract has been annexed, Declarant turns the project over to the Co-Owners, or on December 31, 1986, whichever first occurs.

In the event Declarant does not elect to annex Additional Sections within the Tract or any part thereof, as permitted by this paragraph 16, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Tract that has not been annexed from any right to be made a part of the Regime; provided, however, any Section for which a Supplemental Declaration has not been filed by December 31, 1986, shall be automatically removed from the possibility of becoming a part of the Regime in the manner provided in this Declaration. Upon the filing of such Supplemental Declaration removing a part of the Additional Tract from the possibility of becoming a part of the "the Regime" in accordance with this Declaration, the Percentage Interest designated in the Declaration of Supplemental Declaration last filed shall not be altered without the consent of sixty percent (60%) of all Owners.

17. Easements to and from Additional Sections. In the event all or any part of the Additional Sections of the Tract are not annexed, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Tract not annexed, the right and easement to enter upon the streets and Common Areas to provide ingress and egress to the Additional Sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadways and sidewalks for the Owners and residents of the Additional Sections, their guests, invitees, and all public and quasi-public vehicles. [*Compiler's Note: Since Castleton Farms was fully built as planned, this paragraph 17 is obsolete.*]

The easements granted and reserved in this paragraph 17 shall be easements and covenants running with the land and accruing to the benefit of the Additional Sections.

18. Insurance. The Co-Owners shall obtain fire and extended coverage insurance insuring the Dwelling Units in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, in the form of a master casualty policy affording same that in whole or in part constitutes the several building units and common areas all pursuant to the Act (IC 32-1-6-18 et seq.) and such insurance shall:

- (1) Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 19, and
- (2) Contain a "Replacement Cost Endorsement".

Such insurance coverage shall be for the benefit of each Owner and the Association and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association who shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 18 and paragraph 19 of the Declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of the Regime as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

The Association also shall obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if so demand necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers, and any Managing Agent or company acting on behalf of the Association. The Owners, as well as the Lessees, if any, shall be able to recover losses insured as applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Dwelling Unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

19. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- (a) **Partial Destruction.** In the event that less than two-thirds of the Dwelling Units in any Building are destroyed by the occurrence of fire or other casualty, then such Unit shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Dwelling Unit at his own expense. The division of such proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees where several Dwelling Units are located in the same Building and are partially destroyed.
  - (b) **Restoration in the Event of Two-Thirds Destruction.** In the event that more than two-thirds of the Dwelling Units in any Building are destroyed by fire or other casualty, then restoration of the Dwelling Units must be approved within one hundred twenty (120) days from the date of damage or destruction by a majority vote of the Owners. If such approval is not obtained, the provisions of Section 21 of the Act shall apply.
  - (c) **Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units to the same condition as they existed immediately prior to the destruction and with a similar type of architecture.**
  - (d) **In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any (if it elects to do so), that holds mortgages on 51% of the Dwelling Units that need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith.**
20. Leasing of Dwelling Units. *[Compiler's Note: Paragraph 20, subparagraphs (a) through (g), was filed with the Marion County Recorder on February 21, 1995, as Instrument No. 1995-0018875. Paragraph 20, subparagraph (h), was filed with the Marion County Recorder on May 19, 1997, as Instrument No. 1997-0068519.]*
- (a) Limits of the Number of Leased Dwellings. In order to insure that the residents within Castleton Farms share the same proprietary interest in and

respect of the Dwelling Units and the Common Areas, no more than ten percent (10%) of the Dwelling Units may be leased or rented to non-owner occupants at any given time. If at any time such percentage of Dwelling Units are leased or rented, an Owner who wants to rent or lease his or her Dwelling Unit which is not already rented shall be placed upon a waiting list by the Board of Managers. When an existing tenant moves out, the Owner of that Dwelling Unit shall immediately notify the Board of Managers or Managing Agent of such fact and that Dwelling Unit cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Dwelling Units. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Managers or the Managing Agent as to that Owner's intent to lease his or her Dwelling Unit. After receiving such notice, the Board of Managers or the Managing Agent shall advise the Owner if Dwelling Units may be leased or whether the maximum number of Dwelling Units within Castleton Farms is currently being leased. If the maximum number of Dwelling Units is being leased, the Board of Managers or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

- (b) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the proper written approval of the Board of Managers. No portion of any Dwelling Unit other than the entire Unit shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Managers, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling Unit. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Managers shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.
- (c) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, the Articles of Incorporation, the By-

Laws, and any rules and regulations promulgated by the Board of Managers, or from the Owner's liability to the Association for payments of assessments.

- (d) Approval of Form of Lease. Any Owner desiring to enter into a lease for his or her Dwelling Unit shall submit the form of the proposed lease to the Board of Managers (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Paragraph 20. The Board of Managers may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board of Managers by the Owner within thirty (30) days after execution.
- (e) Violations. Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Paragraph 20 shall be voidable at the election of the Association or any other Owner, except that neither party to such lease may assert this provision of this Paragraph 20 to avoid its obligations thereunder.
- (f) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any lease executed prior to the effective date of these restriction or to any renewals thereof provided in such leases so long as the occupants remain the same. However, all Owners shall promptly deliver to the Board of Managers or the Managing Agent copies of all existing leases (which may have the rental amount deleted) which the Owners currently have with any tenants within thirty (30) days of the effective date of these restrictions.
- (g) Institutional Mortgagees. The provisions set forth in this Paragraph 20 shall not apply to any institutional mortgagee of any Dwelling Unit which comes into possession of the Dwelling Unit by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.
- (h) Maximum Number of Dwellings Owned by a Single Owner. As defined in Paragraph 1(q) of this Declaration, "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit. As

used in this Paragraph 20(h), "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Dwelling Unit and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Dwelling Unit. As an example, if any person or entity owns or has any interest in the ownership of two (2) Dwelling Units, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Dwelling Unit whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity. In order to encourage Castleton Farms being and remaining a community where the Co-Owners reside on the property:

- (1) No Owner may own more than two (2) Dwelling Units within Castleton Farms at any time. This restriction shall not apply to any Owner who owns more than two (2) Dwelling Units which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction. Any purchase agreement or conveyance executed subsequent to the recording of this restriction which violates this subparagraph (h)(1) shall be voidable at the election of the Board of Managers and the Board of Managers shall have the right to exercise any and all available remedies at law or equity. *[Compiler's Note: Paragraph 20(h) was filed with the Marion County Recorder on May 19, 1997.]*
- (2) If any Owner is the Owner of more than one (1) Dwelling Unit, such Owner or the majority of the principals of such Owner shall and must reside in Castleton Farms in at least one (1) of such Dwelling Units, unless otherwise approved by the Board of Managers upon a showing by such Owner, satisfactory to the Board of Managers, of a Special Circumstance (hereafter defined), in which event one (1) of such Dwelling Units shall be sold within twelve (12) months of the date of commencement of such Special Circumstance, unless there is a further showing by such Owner, satisfactory to the Board of Managers, that one (1) or more of such Owners will return to reside in one (1) of such Dwelling Units and one (1) or more of such Owners in fact does so return to reside within twenty-four (24) months of the date of commencement of such Special Circumstance. After the expiration of such twelve (12) month period, or such twenty-four (24) month period, if applicable, one (1) of such

Dwelling Units cannot be rented or leased, or otherwise occupied by non-Owners. Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates or with the passage of time by its terms will violate this Subparagraph (h)(2) shall be voidable at the election of the Board of Managers and the Board of Managers shall have the right to exercise any and all available remedies at law or equity. For purposes of this Subparagraph (h)(2), "Special Circumstances" shall mean the inability of all of the then residing Owners to reside in one (1) of such Dwelling Units by reason of:

- (A) death, dissolution or liquidation of an Owner;
- (B) divorce of an Owner;
- (C) necessary relocation of the residence of an Owner to a point outside of a ten (10) mile radius of the perimeter of Castleton Farms due to a change of employment of at least one (1) of such Owners;
- (D) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (E) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Castleton Farms due to the retirement of at least one (1) of such Owners; or
- (F) other similar circumstances.

21. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent amendments and Supplemental Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

The Declarant or Board of Managers reserve the right to construct recreational facilities within the Tract without being compelled to do so. In the event such facilities are to be constructed, those Co-Owners taking title to their respective Dwelling Unit prior



to such decisions to so construct recreation facilities shall have the option to participate in the common expense therefor. Those Co-Owners taking title to their respective Dwelling Unit after such decision may be required by the Declarant or said Board to share in the common expense therefor.

22. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Co-Owners Association. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the and inure to the benefit of and be enforceable by the Owner, Co-Owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right of reversion or forfeiture of title resulting from such violation.

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

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered. The Amendments to Declaration dealing with the Additional Sections and reassignment of Percentage Interest in the respective Sections, however, are not subject to the conditions of this Section and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement for Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant, or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of a least a majority of the Percentage Vote.
- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote. In the

event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.

- (e) Amendments. No amendment to this Declaration shall be adopted which changes:
  - (1) The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's Liability for the common expense without the approval of at least sixty-seven percent (67%) of the Co-Owners and Mortgagees, except as otherwise provided relating to annexation;
  - (2) The provisions of paragraph 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws; or,
  - (3) The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein; or
  - (4) The provisions of paragraph 17 of this Declaration without the consent of the Declarant.
- (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

24. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Supplemental Declarations, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest

or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the Rules and regulations applicable thereto as each may be amended from time to time.

25. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any property in this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things, in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

26. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement 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 Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the Common Areas or Limited Areas.

27. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners 120 days after the date by which 75% of the units have been conveyed to unit purchasers, the project is turned over to the Co-Owners' Association, or December 31, 1986, whichever first occurs. In the event there is an annexation or annexations of an additional Section or Sections, the same rule will apply to amendments and supplements to this Declaration as pertains to each individual Section. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit in each respective Section is sold.

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

29. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of

the Common Areas or Limited Areas or by abandonment of his Dwelling Unit. Nor does the Association waive the right to place a lien on the Dwelling Unit and foreclose same by failing to do so when payment is not timely made of the Common Expenses by the Owner when due.

30. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or effect the rest of the Declaration or the attached By-Laws.

That in the event this Declaration, or any amendments thereto, or the Code of By-Laws of Castleton Farms Co-Owners Association, is inconsistent with the Horizontal Property Act of Indiana, same being IC 32-1-6-2 et seq., the latter will prevail and any term or condition of the former in conflict with the Act is modified to conform to the terms of the Act incorporated therein.

31. Floor Plans. The Plans, as described in paragraph 1 (u) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana under No. 81-55353, as of August 28, 1981, and amended Plans as may, from time to time, be so filed pursuant to this Declaration.

32. Additional Warranties. Declarant certifies that the condominium project has been created and is existing in full compliance with the requirements of the condominium enabling statute of the jurisdiction in which the condominium project is located, and all other applicable laws. The Horizontal Property Regime may not be amended (except for adjustment of percentage interest as units are annexed) or merged with a successors condominium regime without prior written approval of the Veteran Administration.

That if any "right of first refusal" is incorporated into the declaration or amendments thereto, same shall not impair the rights of a mortgagee to:

1. (a) Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor or
- (c) sell or lease a unit acquired by the mortgagee.

2.
  - (a) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:
    - (b) by act or omission, seek to abandon or terminate the condominium project;
    - (c) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
    - (d) partition or subdivide any condominium unit.
3. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document will entitle the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.
4. All amenities (such as parking and service areas) are a part of the condominium project and are covered by the mortgage at least to the same extent as are the common elements.
5. In the event amenities are built or established in the Regime, such amenities, if any, are to be considered a part of the Regime and attendant with any mortgage shall be included the common areas and facilities appurtenant to the Property as defined in the Declaration.
6. A first mortgage, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

7. All sums assessed by the Co-Owners' Association, pursuant to I.C. 32-1-6-22, shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of common areas and facilities which fund shall be used for those purposes and not for repair of facilities. Such reserve fund shall be funded by regular installments and shall not be commingled with the fund used for ordinary repair of facilities.

33. In the event a Management Agreement is executed, same shall run for a period of no more than one (1) year and shall be renewable by consent of the Co-Owners' Association's Board of Managers. Such agreement will contain a clause allowing termination of the Management Agreement for cause upon thirty (30) days notice.



**FILED**  
APR 22 2004  
LAWRENCE TOWNSHIP ASSESSOR

20

**Cross-References:** 1981-55352; 1995-0018875; 1997-0068519; 2000-0161096  
1995-0018876

MARTHA A. WOTACKS  
TOWNSHIP ASSESSOR  
LAWRENCE TOWNSHIP  
APR 22 2004 10 29 AM  
SUBJECT TO PUBLIC RECORDS ACT  
FOR TRANSFER

**AMENDED AND RESTATED  
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP -  
CASTLETON FARMS HORIZONTAL PROPERTY REGIME**

This Amended and Restated Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime is effective as of the date executed below.

**WITNESSETH:**

WHEREAS, the Castleton Farms condominium community in Indianapolis, Marion County, Indiana was created pursuant to a Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime which was recorded with the Office of the Recorder of Marion County, Indiana on August 28, 1981, as **Instrument No. 1981-55352**; and

WHEREAS, said Declaration established an expandable horizontal property regime pursuant to the terms of the Indiana Horizontal Property Act, now codified at Indiana Code Section 32-25-1-1, *et seq.*; and

WHEREAS, the original developer of Castleton Farms annexed additional sections of property to the Castleton Farms Horizontal Property Regime upon the recording of amendments and/or supplements to the Declaration; and

WHEREAS, the Declaration was subsequently amended over twenty (20) times, sometimes simply for adding new Condominium Units and Common Areas to Castleton Farms and on other occasions to amend substantive provisions of the Declaration; and

WHEREAS, two Amendments to the Castleton Farms Declaration were filed with the Office of the Recorder of Marion County, Indiana on February 21, 1995, as **Instrument No. 1995-0018875**, and on May 19, 1997, as **Instrument No. 1997-0068519**, respectively; and



WHEREAS, since so many amendments to the Declaration had been filed with the Marion County Recorder, the Castleton Farms Board of Managers restated the terms of the original Declaration, as modified by subsequent amendments, through a Restated Declaration filed with the Office of the Recorder of Marion County, Indiana on October 10, 2000, as **Instrument No. 2000-0161096** (hereafter, "Restated Declaration"); and

WHEREAS, the Restated Declaration restated the terms of the original Declaration, as modified by subsequent amendments through 2000; and

WHEREAS, for the convenience of the reader, there are certain italicized provisions throughout this Amended and Restated Declaration prefaced with, "*Compiler's Note*", which are intended solely for the purpose of explaining events which happened subsequent to the recording to the original Declaration. Such provisions were included in the Restated Declaration and are included again in this Amended and Restated Declaration; and

WHEREAS, the Code of By-Laws of the Castleton Farms Co-Owners Association, Inc. and of the Castleton Farms Horizontal Property Regime have already been Amended and Restated by the owners, with the same being filed with the Office of the Recorder of Marion County, Indiana on February 21, 1995, as **Instrument No. 1995-0018876**; and

WHEREAS, the Owners of the Dwelling Units wish to make certain further amendments to the Declaration pertaining to leasing restrictions; and

WHEREAS, the Declaration, as amended, provides that the same may be amended upon the approval by a majority vote of the Percentage Vote of the Owners; and

WHEREAS, in December, 2003, the Owners of Dwelling Units comprising over fifty percent (50%) of the total Percentage Vote within Castleton Farms voted to approve further amendments to Paragraph 20 of the Declaration pertaining to leasing restrictions which are set forth below.

NOW, THEREFORE, the terms and provisions of the Declaration of Horizontal Property Ownership for the Castleton Farms Horizontal Property Regime, together with all subsequent Amendments including those approved in December of 2003, is Amended and Restated as follows:

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**AMENDED AND RESTATED DECLARATION OF  
HORIZONTAL PROPERTY OWNERSHIP -  
CASTLETON FARMS HORIZONTAL PROPERTY REGIME**

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

- (a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963 Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.
- (b) "Additional Sections" means the real estate referred to in paragraph 16, which may in part or in whole from time to time be annexed to and included within the Regime as provided in paragraph 16, all of which will be part of the proposed Tract. *[Compiler's Note: No more "Additional Sections" will be added since Castleton Farms is fully developed.]*
- (c) "Association" means the incorporated association of Co-Owners of "the Regime", more particularly described in paragraph 13.
- (d) "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.
- (e) "Building", if and when used, shall mean and be the same as "Dwelling Unit", or "Dwelling Units" where more than one such unit is contained in one edifice.
- (f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference. *[Compiler's Note: The By-Laws were amended and restated by the Owners and were filed with the Marion County Recorder on February 21, 1995, as Instrument No. 1995-0018876. Those By-Laws are not attached to this Amended and Restated Declaration, but they are incorporated herein.]*
- (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of the Declaration.

- (h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.
- (i) "Co-Owners" means the Owners of all the Dwelling Units.
- (j) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration, its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units by deed from the Declarant, unless the conveyance indicates an intent that grantee become the Declarant. *[Compiler's Note: The "Declarant" was the original developer of Castleton Farms.]*
- (k) "Dwelling Unit" means one of the individual units constituting the Regime, each individual unit being more particularly described and identified on the Plans and in paragraph 4 and 5 of this Declaration.
- (l) "Formula" means the method set forth in paragraph 16 of this Declaration for computing the adjustment to be made to the Percentage Interest applied to each Dwelling Unit as each Section is annexed.
- (m) "Storage Areas" shall mean storage areas intended and designed to serve and be used exclusively by the Owner of a particular Dwelling Unit, if any, as shown and designated on the Plans.
- (n) "The Regime" means the name by which the Property and Horizontal Property Regime shall be known. *[Compiler's Note: "The Regime" is another name for the entire Castleton Farms condominium community.]*
- (o) "Limited Areas" means the limited common areas and facilities as defined in Paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.

- (r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appurtenant to each Dwelling Unit as determined in accordance with paragraphs 8 and 16 of this Declaration.
- (s) "Percentage Vote" means the percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and accrues to the Owners thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-Owners are entitled to vote shall be the same percentage as the Percentage Interest applicable to such Owner's Dwelling Unit.
- (t) "Section" means a part of the Tract upon which Dwelling Units are constructed and annexed to "the Regime" as provided in paragraph 16. Each particular Section shall be identified by an Arabic numeral designation corresponding to the order of annexation.
- (u) "Plans" means the floor and building plans of the Buildings and Dwelling Units in Section 1, and a site plan, survey and elevation of the Section and Buildings, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the layout, elevation, location, building numbers and Dwelling Unit numbers, and dimensions of the Dwelling Units which are constructed on the Sections of the Tract when and if annexed to and made a part of "the Regime".
- (v) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of "the Regime".
- (w) "Tract" means the total real estate described in paragraph A above, of which the respective Sections will be a part and set out fully in Exhibit "B", as each section is annexed. *[Compiler's Note: The reference to "paragraph A above" was to the recitals of the original Declaration and was the legal description for Castleton Farms. Neither Exhibit "B" nor the legal description are being attached to this Amended and Restated Declaration.]*

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Dwelling Units. There are 40 dwelling units in Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 1-16 and 113-136 (incl.). The Dwelling Units in the Additional Section or Sections thereof, if annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the Supplemental Declaration and Supplemental Plans annexing such Section or Sections to "the Regime". Percentage Interest for each Unit in Section 1 is 2.50%. *[Compiler's Note: After Section I was built, additional sections were added to Castleton Farms. After all sections were added, there are now a total of two hundred eighty-four (284) Dwelling Units, with each Unit having a Percentage Interest of 0.35211%.]*

4. Identification of Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit.

5. Further Description of Dwelling Units.

- (a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as hereinafter defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Dwelling Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Dwelling Units or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.

- (b) **Boundaries.** The boundaries of each Dwelling Unit shall be shown on the Plans and will include all areas to the outside surfaces of all perimeter construction of the Dwelling Units, including garages. In the case of attached Dwelling Units or Dwelling Units consisting of two stories, the vertical boundaries shall run from the upper surface of the lowest floor joist or slab to the upper surface of the roof, except as otherwise provided in paragraph 5(a). In such attached Dwelling Units, the horizontal boundaries shall be the exterior surface of the perimeter inside walls of the respective Dwelling Units, including the garages. In the event of any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the actual boundary line of the Dwelling Unit, but within the appropriate area of the Dwelling Unit.

6. **Common Area and Facilities.** Common Areas mean and include (1) the Tract, (2) the respective Sections contained in the Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways designed to serve particular individual garage units, (4) central electricity, gas, water and sanitary sewer mains serving the Dwelling Units, (5) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring and conduits, public utility lines and central television antenna wiring, (7) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

7. **Limited Common Areas and Facilities.** Limited Areas and those Dwelling Units to which use thereof is limited are as follows:

- (a) **Storage Area Spaces.** Storage Areas, if any, shall be limited to the exclusive use of a particular Dwelling Unit as designated on the Plans. The exclusive use of such Storage Areas shall pass with title to the Dwelling Unit for which such Area is designated, even though not expressly mentioned in the document passing title. The Storage Areas and use thereof shall be subject to such rules and regulations as the Board of Managers may deem appropriate and adopt. An Owner may grant a license

to any other Owner to use all or part of his Storage Area, provided such license shall expire when the Owner granting the license ceases to be an Owner of the Dwelling Unit for which the Storage Area is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Managers and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such Storage Area; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Storage Area.

- (b) **Entranceways.** The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (c) **Patios and Balconies.** The patios, balconies, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.
- (d) **Driveways.** The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Area and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accordance with the Formula set forth in paragraph 16 of this Declaration.

If the Regime consists only of Section 1, each Dwelling Unit's Percentage Interest shall be that as each Unit bears to all units in the Section. If any Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Section or Sections which are a part of the Regime prior to such annexation will automatically reduce in accordance with the Formula. The Owners of Dwelling Units in the Section or Sections which are a part of the Regime prior to such annexation shall be granted and receive a Percentage Interest in the Common Areas of such Section of the additional Tract being annexed, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration annexing Percentage Interest as set forth in this paragraph 8, based upon their Percentage Interest.



The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 16 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Regime and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction settling, or shifting of a Dwelling Unit, a Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling Unit, then in such event an easement shall be deemed to exist and run to the Co-Owners and the Association for the maintenance, use, and enjoyment of such Common Area or Limited Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and taxed on the Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be made according to the Percentage Interest and the Formula and will apply to all real estate in Sections effectively brought into the Horizontal Property Regime. Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to the Percentage Interest.
- (b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against same.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the formula and paid for according to the Percentage Interest.

11. Utilities. Each Owner shall pay for his own utilities, which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of the Regime in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including, but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in the Regime to be known as the Castleton Farms Co-Owners Association. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.

14. Maintenance, Decoration, Repairs and Replacement. The Co-Owners' Association will be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions. The Board of Managers reserve the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decor of this Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit, which, if not repaired, might adversely affect any Dwelling Unit, Common Area or Limited

Area. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintenance of same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas of Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit and within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant anticipates that it will construct additional Dwelling Units on the Additional Sections by expansion within the Tract, all or part of which may be expanded in the manner hereinafter set forth, and subject to the provisions of the Act. The general plan of development to be consistent in the number of Dwelling Units per Section as contained for and upon Exhibit "A" (Section 1) and the maximum number of Dwelling Units to be contained in the Tract (Exhibit "B") is 284. A time limit, not exceeding five (5) years, shall be the limit where additional Sections may be added. *[Compiler's Note: Exhibits "A" and "B" are not being attached to this Amended and Restated Declaration. Rather, they can found as Exhibits to the original Declaration filed with the Marion County Recorder in 1981.]*

At any time prior to December 31, 1985, Declarant, at its option, may, but is not obligated to, cause all or part of the Additional Section or Sections within the Tract to be expanded, subject to the following conditions:

- (a) Another Section or Sections may be annexed if the Dwelling Units to be constructed in such Section or Sections have been substantially completed and the Supplemental Plans to be filed with the Supplemental Declaration are completed, certified to be *[sic]* the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the Dwelling Units. Declarant shall reserve the right to determine the developmental standards of each Section.

- (b) The Dwelling Units on any Section to be annexed shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed although not necessarily of similarly [*sic*] type floor plan, design or exterior.
- (c) Declarant, or its assigns, shall be the sole owner of the fee simple title to the Section or Sections to be annexed.

Declarant expressly reserves the right not to annex any or all of the Tract in Sections after Section 1. No owner shall acquire any rights whatsoever in the Tract except as to those Sections which are annexed to and made a part of the Horizontal Property Regime. After each Section is completed according to the plans, Declarant may turn that Section over to the Co-Owners, at which time those Co-Owners owning Dwelling Units in the Section or Sections being turned over shall then incur and pay all Common Expenses attendant with that Section or Sections according to the Formula and their respective Percentage Interest.

*[Compiler's Note: After all Sections were added or annexed to Castleton Farms, there are now a total of two hundred eighty-four (284) Dwelling Units, with each Unit having a Percentage Interest of 0.35211%]*

Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there will be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to Percentage Interest and Percentage Vote.

The Percentage Interest appurtenant to each Unit shall be computed and, upon the annexation of an Additional Section or Sections, same shall be recomputed dividing among the then-existing Dwelling Unit Owners equal shares to the extent that the total shares at all times equal 100%, or as is close to 100% as is mathematically possible, having regard to the equality of shares by each Owner.

As each Section is developed, Declarant shall record a Supplemental Declaration annexing and adding such Section to this Declaration and making it a part of the Regime. Declarant reserves the right to annex additional Section thereof that are not necessarily in numerical order shown on the plans. Such Supplemental Declaration shall contain the following:

- (a) A description of the real estate to be annexed;

- (b) A description of the Dwelling Units described in a manner consistent with this Declaration;
- (c) The Percentage Interest of all Dwelling Units upon annexation, computed in accordance with the Formula.

Each Owner, by acceptance of a deed to a Dwelling Unit, acknowledges, consents, and agrees that the following rights and conditions shall be applicable upon the recording of each Supplemental Declaration:

- (a) The Section described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest applicable to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration, which shall be based upon the Formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit is reduced thereby shall be deemed to release and divest that amount from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns.
- (c) Each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Supplemental Declaration altered in accordance with the Supplemental Declaration based upon the Formula.
- (d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage shall automatically include and attach to such additional Common Area and Limited Area upon recording of such Supplemental Declaration.
- (e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Dwelling Unit in a Section

already a part of the Regime prior to such recording. The lien for the pro rata share of Common Expenses for the Sections annexed upon such recording shall be assessed and paid as provided in the By-Laws.

- (f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act and for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the Formula expressed herein, shall be deemed to be made by agreement of all Owners.
- (g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Sections in the Tract in accordance with the provisions and intent of this paragraph 16.
- (h) Each Owner, by acceptance of a deed to a Dwelling Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this paragraph 16, and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such Owner to consent to or vote in favor of the amendment of this Declaration, as well as to do all things as contained in such agreement allowing Declarant to act as attorney-in-fact, which agreement for a power of attorney and power of attorney are incorporated herein by reference. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest, shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the Additional Tract has been annexed, Declarant turns the project over to the Co-Owners, or on December 31, 1986, whichever first occurs.

In the event Declarant does not elect to annex Additional Sections within the Tract or any part thereof, as permitted by this paragraph 16, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Tract that has not been annexed from any right to be made a part of the Regime; provided, however, any Section for which a Supplemental Declaration has not been filed by December 31, 1986, shall be automatically removed from the possibility of becoming a part of the Regime in the manner provided in this Declaration. Upon the filing of such Supplemental Declaration

removing a part of the Additional Tract from the possibility of becoming a part of the "the Regime" in accordance with this Declaration, the Percentage Interest designated in the Declaration of Supplemental Declaration last filed shall not be altered without the consent of sixty percent (60%) of all Owners.

17. Easements to and from Additional Sections. In the event all or any part of the Additional Sections of the Tract are not annexed, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Tract not annexed, the right and easement to enter upon the streets and Common Areas to provide ingress and egress to the Additional Sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadways and sidewalks for the Owners and residents of the Additional Sections, their guests, invitees, and all public and quasi-public vehicles. *[Compiler's Note: Since Castleton Farms was fully built as planned, this paragraph 17 is obsolete.]*

The easements granted and reserved in this paragraph 17 shall be easements and covenants running with the land and accruing to the benefit of the Additional Sections.

18. Insurance. The Co-Owners shall obtain fire and extended coverage insurance insuring the Dwelling Units in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, in the form of a master casualty policy affording same that in whole or in part constitutes the several building units and common areas all pursuant to the Act (IC 32-1-6-18 et seq.) and such insurance shall:

- (1) Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 19, and
- (2) Contain a "Replacement Cost Endorsement".

Such insurance coverage shall be for the benefit of each Owner and the Association and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association who shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 18 and paragraph 19 of the Declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of the Regime as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

The Association also shall obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if so demand necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers, and any Managing Agent or company acting on behalf of the Association. The Owners, as well as the Lessees, if any, shall be able to recover losses insured as applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Dwelling Unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

19. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- (a) Partial Destruction. In the event that less than two-thirds of the Dwelling Units in any Building are destroyed by the occurrence of fire or other casualty, then such Unit shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Dwelling Unit at his own expense. The division of such proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees where several Dwelling Units are located in the same Building and are partially destroyed.
- (b) Restoration in the Event of Two-Thirds Destruction. In the event that more than two-thirds of the Dwelling Units in any Building are destroyed by fire or other casualty, then restoration of the Dwelling Units must be approved within one hundred twenty (120) days from the date of damage or destruction by a majority vote of the Owners. If such approval is not obtained, the provisions of Section 21 of the Act shall apply.
- (c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units to the same condition as



they existed immediately prior to the destruction and with a similar type of architecture.

- (d) In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any (if it elects to do so), that holds mortgages on 51% of the Dwelling Units that need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith.

20. Leasing of Dwelling Units.

(a) Future Leasing of Dwelling Units Prohibited. In order to insure that the residents within Castleton Farms share the same proprietary interest in and respect of the Dwelling Units and the Common Areas, no Dwelling Units may be leased or rented to non-owner occupants at any given time. Notwithstanding the foregoing, this leasing prohibition shall not apply to any Dwelling Unit of an Owner in Castleton Farms who, as of December 31, 2003, is renting or leasing said Dwelling Unit and provides written proof thereof to the Association's Managing Agent by that date, including a copy of each executed lease by such Owner which identifies the tenant (but which may have the rental amount deleted). These Dwelling Units shall hereafter be referred to as "Pre-Existing Rental Units". The Owners of record of Pre-Existing Rental Units shall not be subject to the provisions of this sub-paragraph (a), but shall be subject to the remaining provisions of this Paragraph 20. However, when the legal owners of record of any of the Pre-Existing Rental Units sell, transfer or convey such Dwelling Unit(s) to another Owner after December 31, 2003, such Pre-Existing Rental Unit(s) shall immediately become subject to this sub-paragraph (a).

(b) General Lease Conditions Applicable to Pre-Existing Rental Units. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the proper written approval of the Board of Managers. No portion of any Pre-Existing Rental Units other than the entire Unit shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Managers, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Pre-Existing

Rental Units. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Managers shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(c) Owner is Still Liable. No lease of a Pre-Existing Rental Unit shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Managers, or from the Owner's liability to the Association for payments of assessments.

(d) Approval of Form of Lease. Any Owner desiring to enter into a lease for his or her Pre-Existing Rental Unit shall submit the form of the proposed lease to the Board of Managers (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Paragraph 20. The Board of Managers may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board of Managers by the Owner within thirty (30) days after execution.

(e) Violations. Any lease or attempted lease of any Dwelling Unit in violation of the provisions of this Paragraph 20 shall be voidable at the election of the Association or any other Owner, except that neither party to such lease may assert this provision of this Paragraph 20 to avoid its obligations thereunder.

(f) Institutional Mortgagees. The provisions set forth in this Paragraph 20 shall not apply to any institutional mortgagee of any Dwelling Unit which comes into possession of the Dwelling Unit by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

21. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent amendments and Supplemental Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the

necessity and right to become a member of Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

The Declarant or Board of Managers reserve the right to construct recreational facilities within the Tract without being compelled to do so. In the event such facilities are to be constructed, those Co-Owners taking title to their respective Dwelling Unit prior to such decisions to so construct recreation facilities shall have the option to participate in the common expense therefor. Those Co-Owners taking title to their respective Dwelling Unit after such decision may be required by the Declarant or said Board to share in the common expense therefor.

22. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Co-Owners Association. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the and inure to the benefit of and be enforceable by the Owner, Co-Owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right of reversion or forfeiture of title resulting from such violation.

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

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered. The Amendments to Declaration dealing with the Additional Sections and reassignment of Percentage Interest in the respective Sections, however, are not subject to the conditions of this Section and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement for Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant, or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of a least a majority of the Percentage Vote.

- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote. In the event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.
- (e) Amendments. No amendment to this Declaration shall be adopted which changes:
  - (1) The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's Liability for the common expense without the approval of at least sixty-seven percent (67%) of the Co-Owners and Mortgagees, except as otherwise provided relating to annexation;
  - (2) The provisions of paragraph 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws; or,
  - (3) The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein; or
  - (4) The provisions of paragraph 17 of this Declaration without the consent of the Declarant.
- (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

24. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling Units shall be subject to and shall

comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Supplemental Declarations, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the Rules and regulations applicable thereto as each may be amended from time to time.

25. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any property in this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things, in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

26. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement 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 Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the Common Areas or Limited Areas.

27. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners 120 days after the date by which 75% of the units have been conveyed to unit purchasers, the project is turned over to the Co-Owners' Association, or December 31, 1986, whichever first occurs. In the event there is an annexation or annexations of an additional Section or Sections, the same rule will apply to amendments and supplements to this Declaration as pertains to each individual Section. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit in each respective Section is sold.

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

29. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Dwelling Unit. Nor does the Association waive the right to place a lien on the Dwelling Unit and foreclose same by failing to do so when payment is not timely made of the Common Expenses by the Owner when due.

30. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or effect the rest of the Declaration or the attached By-Laws.

That in the event this Declaration, or any amendments thereto, or the Code of By-Laws of Castleton Farms Co-Owners Association, is inconsistent with the Horizontal Property Act of Indiana, same being IC 32-1-6-2 et seq., the latter will prevail and any term or condition of the former in conflict with the Act is modified to conform to the terms of the Act incorporated therein.

31. Floor Plans. The Plans, as described in paragraph 1 (u) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana under No. 81-55353, as of August 28, 1981, and amended Plans as may, from time to time, be so filed pursuant to this Declaration.

32. Additional Warranties. Declarant certifies that the condominium project has been created and is existing in full compliance with the requirements of the condominium enabling statute of the jurisdiction in which the condominium project is located, and all other applicable laws. The Horizontal Property Regime may not be amended (except for adjustment of percentage interest as units are annexed) or merged with a successors condominium regime without prior written approval of the Veteran Administration.

That if any "right of first refusal" is incorporated into the declaration or amendments thereto, same shall not impair the rights of a mortgagee to:

1.
  - (a) Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or
  - (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor or
  - (c) sell or lease a unit acquired by the mortgagee.
2.
  - (a) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:
    - (b) by act or omission, seek to abandon or terminate the condominium project;
    - (c) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
    - (d) partition or subdivide any condominium unit.
3. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document will entitle the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.
4. All amenities (such as parking and service areas) are a part of the condominium project and are covered by the mortgage at least to the same extent as are the common elements.

5. In the event amenities are built or established in the Regime, such amenities, if any, are to be considered a part of the Regime and attendant with any mortgage shall be included the common areas and facilities appurtenant to the Property as defined in the Declaration.
6. A first mortgage, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.
7. All sums assessed by the Co-Owners' Association, pursuant to I.C. 32-1-6-22, shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of common areas and facilities which fund shall be used for those purposes and not for repair of facilities. Such reserve fund shall be funded by regular installments and shall not be commingled with the fund used for ordinary repair of facilities.

33. In the event a Management Agreement is executed, same shall run for a period of no more than one (1) year and shall be renewable by consent of the Co-Owners' Association's Board of Managers. Such agreement will contain a clause allowing termination of the Management Agreement for cause upon thirty (30) days notice.

IN WITNESS WHEREOF, we, the undersigned, do hereby execute the foregoing and certify the truth of the facts herein stated this 23 day of March, 2004.

Castleton Farms Co-Owners Association, Inc.

*Geneva R Roembke*

Geneva Roembke, President  
R.

ATTEST:

*Steve Cantu*  
Steve Cantu, Vice President





STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me a Notary Public in and for said County and State, personally appeared Geneva Roembke and Steve Cantu, the President and Vice President, respectively, of Castleton Farms Co-Owners Association, Inc., who acknowledged execution of the foregoing Amended and Restated Declaration of Horizontal Property Ownership 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 this 23 day of March, 2004.

P. Thomas Murray Jr.  
Notary Public, Signature

P. THOMAS MURRAY JR.  
Printed

My Commission Expires:

\_\_\_\_\_

Residence County: \_\_\_\_\_

**P. THOMAS MURRAY, JR.**  
Notary Public, State of Indiana  
County of Marion  
My Commission Expires Dec. 20, 2009

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.

