

Cov

①
NW

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

60
MARTHA A. WIDMANN FOR
459545 FEB 19 2003
SUBJECT TO THE ASSOCIATION'S
FOR TRANSFER

NOTICE OF RESTATED PLAT COVENANTS FOR

CASTLETON ESTATES, CASTLEBROOK AND HUNTERS WOODS

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

WITNESSETH:

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

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

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

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

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

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

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

02/19/03 03:33PM HANNA MARTIN MARION CTY RECORDER NLW 33.00 PAGES: 7

Inst # 2003-0036178

Page 1 of 7 (January 2003)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.

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

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

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

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

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

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

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

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

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

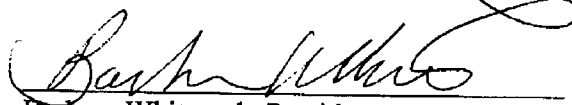
[Applicable to Castlebrook] Lots 1, 2, 4, 5, 9 and 10 shall gain access from interior streets only. No driveways shall be permitted from any lot in this subdivision onto 82nd Street.

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

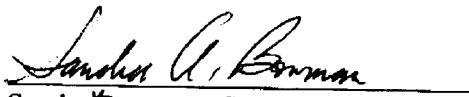
[Applicable to Hunters Woods - Second Section] Lots numbered 42-50 shall gain access from interior streets only, no driveways will be permitted onto 86th Street.

IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Notice of Restated Plat Covenants and certify the truth of the facts herein stated this 21 day of January, 2003.

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


Barbara Whitcomb, President

ATTEST:


Sandra A. Bowman, Secretary
A.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

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

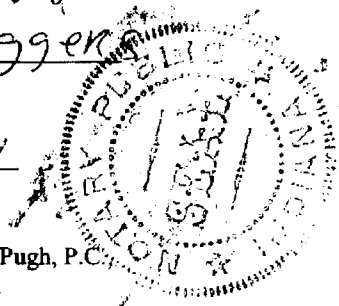
Clare A. Bigger
Notary Public, Signature

CLARE A Bigger
Printed

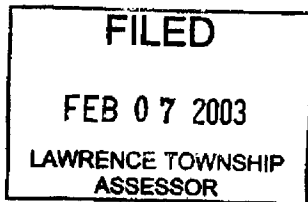
My Commission Expires:

10/21/08

Residence County: MARION



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



Marion Search
Search Description: Document # = 1982-78192
Effective Date: 04-08-08
Date: 05-28-2008
Time: 12:17:13
User: MCGREEVYT

No matching items found.