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DULY ENTERED FOR RECORDATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

01/04/2018 11:20 AM
KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER
FEE: \$ 35.00
PAGES: 88
By: SC

Cross References: 73-71728, 77-28220, 82-19086, 73-53022, 73-62957, 74-40988,
77-62415, 80-6230, 80-6231, 75-60946, 78-45771, 74-15959,
82-56482, 84-78192; and 2003-0036178

AMENDMENTS TO THE RESTATED PLAT COVENANTS FOR
CASTLETON ESTATES, CASTLEBROOK AND HUNTERS WOODS

The following amendments to the Plat Covenants are made as of the date set forth below.

WITNESS the following:

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

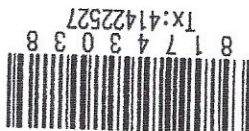
The Declaration was subsequently amended by Instrument No. 77-0028220 and 82-19086; and

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

In 2003, the Board of Directors of the Association restated the Plat Covenants in a single document for the convenience of the Owners; and

The "**Notice of Restated Plat Covenants for Castleton Estates, Castlebrook and Hunters Woods**" was filed with the Office of the Recorder of Marion County, Indiana on February 19, 2003, as **Instrument No. 2003-0036178**. That document compiled the terms of the original Plat Covenants included in the Plats described above such that there were no changes or amendments to the Plat Covenants or the Plats which are being made hereby when said Notice was recorded in 2003; and

Pursuant to Indiana Code 32-21-2-3.5, the Board of Directors of the Association proposed that the amendments described below would apply to all lots within Castleton Estates, Castlebrook and Hunters Woods; and

A special meeting of the Association's members was held on October 17, 2017, to discuss the proposed amendments; and

The Board of Directors distributed petition and signature pages to the lot owners; and

Of the 327 total number of lots within Castleton Estates, Castlebrook and Hunters Woods, the owners of 194 lots signed the petition and signature pages that are attached hereto.

NOW, THEREFORE, the Plat Covenants are amended as follows:

AMENDMENT NUMBER 1

The provisions concerning leasing and renting are hereby added to the Plat Covenants for all sections of Castleton Estates, Castlebrook, and Hunters Woods:

Leasing / Renting Restrictions

Section 1. General Purposes of Leasing / Renting Restrictions:

The members of Castleton Estates, Inc. (hereafter, the "Association") recognize that an owner-occupant is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner occupants maintain their property better than renters generally. The

Association's members wish to ensure that the residents within Castleton Estates, Castlebrook, and Hunters Woods share the same proprietary interest in and respect of the Dwelling Units, the Lots and the Common Areas. They also want to encourage residents to not only maintain property values, but also to improve them and recognize that owner occupants have more incentive to do so compared to non-owner occupants. Thus, these leasing restrictions shall be applicable. Except as allowed below, residents of a Dwelling Unit can only consist of the Owner(s) and those who live with the Owner, or if the Owner(s) do not reside in the Dwelling Unit, residents must be members of the Owner's immediate family. For the purpose of these restrictions, a "lease" shall mean the same as a "rental".

Section 2. Immediate Family, Estate Planning, and Business Entity Ownership:

For purposes of these leasing restrictions, an Owner's immediate family may reside in the Dwelling Unit without the Owner(s) living in the Dwelling Unit. "Immediate family" of an Owner is defined to include the spouse, parents, children, grandparents, grandchildren and life partners/significant others. Occupancy by extended family members is prohibited unless they are residing with the Owner occupant.

Any Dwelling Unit owned by a Trustee or by a Fiduciary shall not be deemed to be a rental provided that the resident is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate.

Any Dwelling Unit owned by a business entity (including, but not limited to, a corporation, LLC, partnership, etc.) shall submit a certificate of designated representative to the Association. This certificate will indicate both who is authorized to vote on behalf of the business entity as well as who is authorized to reside in the Dwelling Unit. The resident and the designated representative for voting purposes must be the same individual. If they are not the same, the Dwelling Unit will be deemed a rental under the terms of these leasing restrictions.

Section 3. Two-Year Waiting Period with Hardship Exceptions and Waiver:

For a period of at least two (2) years after an Owner's acquisition of a Dwelling Unit, said Owner cannot lease such Dwelling Unit. After such time, said Dwelling Unit will be eligible to be leased if all other conditions of these leasing restrictions are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. Notwithstanding this Section 3, if an Owner wishes to lease a Dwelling Unit prior to the end of the two-year waiting period, the Owner may apply to the Board of Directors for a hardship exception and waiver. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors may, in its discretion, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship and the Owner satisfies all other requirements of these leasing restrictions.

Examples of an undue hardship include:

- (a) Death, dissolution or liquidation of an Owner
- (b) Divorce or marriage of an Owner
- (c) Necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Castleton Estates, Castlebrook, or Hunters Woods due to a change of employment or retirement 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) Other similar circumstances

Section 4. General Lease Conditions:

- (a) 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 prior written approval of the Board of Directors.
- (b) A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board of Directors or the Managing Agent by the Owner within thirty (30) days after execution.
- (c) No portion of any Dwelling Unit other than the entire Dwelling Unit shall be leased for any period.
- (d) No subleasing shall be permitted.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration of Covenants, the Plat Covenants, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association.
- (f) The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. The Owner and the tenant shall also submit to the Board or the Managing Agent a signed statement acknowledging that the tenant has read the applicable Declaration of Covenants, Conditions & Restrictions, the Plat Covenants, the Association's By-Laws, the Association's rules and

regulations, and all amendments thereto, and that the tenant agrees to comply with all the provisions in such documents.

- (g) All leases 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. If such provision is not in the lease, it will be deemed to be in such lease.
- (h) The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Dwelling Unit, even if during the term of a lease.
- (i) The Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.
- (j) All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.
- (k) All occupancy must comply with local ordinances as amended from time to time.

Section 5. 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 Plat Covenants, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 6. Association's Copy of Lease:

The Owner must provide a copy to the Board of Directors or Managing Agent within (30) thirty days after execution of each executed lease by an Owner that identifies the tenant (but which may have the rental amount deleted).

Section 7. Violations:

Any lease or attempted lease of a Dwelling Unit or Lot in violation of these leasing restrictions shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 8. Institutional Mortgagees:

The provisions set forth in these leasing restrictions 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. However, when a Dwelling Unit is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, the provisions of these leasing restrictions shall bind that subsequent purchaser.

Section 9. Burden of Proof:

Anything to the contrary herein notwithstanding, if at any time a Dwelling Unit is not occupied by one of the Owners thereof, there shall be a presumption that the Dwelling Unit is being leased and subject to these leasing restrictions and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of these leasing restrictions, including but not limited to the delivery to the Board of Directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of these leasing restrictions and this Section 9, any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Dwelling Unit and Lot. The contract must be recorded with the County Recorder to be deemed valid. Failure to record the contract will automatically deem the document to be a lease for purposes of these leasing restrictions.

AMENDMENT NUMBER 2

The provision in the Plat Covenants that reads, "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." is hereby deleted and replaced with the following:

Right of Enforcement

Violation or threatened violation of any of the covenants, conditions or restrictions enumerated herein shall be grounds for an action by the Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such

violation or threatened violation, declaratory relief and the recovery of costs and attorney's fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions; provided, however, that neither the Association nor any Owner shall be liable for damages of any kind to any person for failing or neglecting for any reason to enforce any such covenants, conditions or restrictions.

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Except for the two amendments above, the Plat Covenants and the Declaration shall remain unchanged and in full force and effect.

[signature page follows]