

JOSEPH P. O'CONNOR  
MARION COUNTY ASSESSOR  
Jan 11 2024 AM 11:11  
DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER  
E-102313874 CJ

**A202400003190**

**01/12/2024 07:02 AM**  
**FAITH KIMBROUGH**  
**MARION COUNTY IN RECORDER**  
**FEE: \$ 35.00**  
**PAGES: 19**  
**By: ER**

**Cross Referenced Instrument Numbers:**

**73-71728, 77-28220, 82-19086, 73-5022, 73-62957, 74-40988,  
77-62415, 80-6230, 80-6231, 75-60946, 78-45771, 74-15959,  
82-56482, 84-78192, 2003-0036178, A201800001301, and  
A202300058953**

**SECOND AMENDED AND RESTATED CODE OF BY-LAWS  
OF  
CASTLETON ESTATES, INC.**

An Indiana Nonprofit Corporation

COMES NOW Castleton Estates, Inc. (hereinafter "Association"), by its Board of Directors, and states as follows:

**WITNESSETH THAT:**

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 were being made when said Notice was recorded in 2003; and

In 2018, the Association’s members approved new leasing and rental restrictions that were added to the Plat Covenants as well as an amendment to the enforcement provision of the Plat Covenants. Those provisions were included in the “**Amendments to the Restated Plat Covenants for Castleton Estates, Castlebrook and Hunters Woods**” that filed with the Office of the Recorder of Marion County, Indiana on January 4, 2018, as **Instrument No. A201800001301**; and

In 2023, the Association’s members approved new provisions for sheds, outbuildings, and property maintenance that were added to the Plat Covenants. Those provisions were included in the “**Amendments to the Restated Plat Covenants for Castleton Estates, Castlebrook and Hunters Woods**” that filed with the Office of the Recorder of Marion County, Indiana on July 19, 2023, as **Instrument No. A202300058953**; and

The Association’s Board of Directors amended and then adopted an Amended and Restated a Code of By-Laws for the Association and the homeowners within Castleton Estates on May 6, 2013; and

The By-Laws in Article IX, Section 9.01 state that he Board of Directors of the Corporation shall have the power, without the assent of the Membership to make, alter, amend, or repeal the By-Laws; and

The Board of Directors has approved the second amendment and restatement of the By-Laws as set forth below; and

NOW, THEREFORE, the By-Laws are amended and restated as follows:

**ARTICLE I**  
**Effective Date**

**Section 1.01. Effective Date of Adoption.** These Amended and Restated By-Laws of Castleton Estates, Inc., were duly adopted by vote of the Board of Directors on November 14, 2023 and are effective as of such date.

**ARTICLE II**  
**Identification**

**Section 2.01. Name.** The name of the corporation is Castleton Estates, Inc. (the "Association").

**Section 2.02. Principal Office and Registered Agent.** The post office address of the principal office of the Association is Post Office Box 50093, Indianapolis, Indiana 46250-0093. The name and post office address of its Registered Agent shall be such person and such address as may be designated by the Association with the Indiana Secretary of State from time to time. The location and/or post office address of the principal office of the Association and/or the designation of its Registered Agent may be changed at any time by majority vote of the Board of Directors.

**Section 2.03. Fiscal Year.** The fiscal year of the Association shall be the calendar year.

**Section 2.04. Definitions.** The definitions and terms as defined and used in the Declaration of Covenants and Restrictions for Castleton Estates Development, Hunters Woods Development and Castlebrook Development (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. In addition, the "Nonprofit Act" shall refer to the Indiana Nonprofit Corporations Act found at Indiana Code 23-17-1-1, and the "HOA Act" shall refer to the Indiana Homeowners Association Act found at Indiana Code 32-25.5-1-1.

**Section 2.05. Purpose.** The purpose of the Association is to manage the recreational facilities and promote the pleasure, recreation and other not-for-profit purposes of the members (homeowners) of the Association.

**ARTICLE III**  
**Membership**

**Section 3.01. Classes.** The classes of Members are as follows:

**Class "A" Members.** Every person or entity who is a legal owner of record of one or more Dwelling Units shall be Class "A" Members of the Association.

**Class "B" Members.** Class "B" Members shall be any Resident who is not an Owner. Class "B" Members are not entitled to any vote.

**Section 3.02. Rights, Preferences, Limitations and Restrictions of Classes.** All Members of each Class shall have the same rights, privileges, duties, liabilities, limitations and restrictions as the other Members of such Class. All Members shall abide by the Articles of Incorporation, the Code of By-Laws, the rules and regulations adopted by the Board of Directors and all covenants, restrictions and other provisions contained in the applicable Declarations, including any and all Declarations, Restrictions and Covenants and Plat Covenants applicable to homeowners in Hunters Woods, as well as in Castleton Estates and Castlebrook.

**Section 3.03. Termination of Membership.** Class "A" Membership shall terminate when such person ceases to own any Dwelling Unit and such membership shall be transferred to the new owner of the Dwelling Unit or Units. Class "B" Membership shall terminate when the person is no longer a Resident.

**ARTICLE IV**  
**Meetings of Association**

**Section 4.01. Purpose of Meetings.** At least annually and at such other times as may be necessary, the meetings of the Association shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of expenses, and for such other purposes as may be required by the Declaration, the Articles or these By-Laws.

**Section 4.02. Annual Meetings.** The annual meeting of the Members of the Association shall be held in the last two weeks of January each year, with the date and time to be determined by the Board. At the annual meeting the Members shall elect, by majority vote, the portion of the Board of Directors of the Association up for election as in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting. Failure to hold the annual meeting at the designated time shall not cause any forfeiture or a dissolution of the Association.

**Section 4.03. Special Meetings.** A special meeting of the Members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Members who have not less than fifteen percent (15%) of the total Class "A" 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.

If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting within thirty (30) days after the date the Board receives a valid written demand for the special meeting under this Section, a Member of the Association who signed the written demand may:

- (1) set the date, time, and place for the special meeting; and
- (2) send out the notice for the special meeting to the other Members.

**Section 4.04. Notice and Place of Meetings.** All meetings of the Members of the Association shall be held at any suitable place in Marion County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting or when otherwise required by law, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Association to each Member of record at such address as appears on the records of the Association not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Members as part of a newsletter or other publication regularly sent to the Members constitutes a written notice. If at any meeting an

amendment to the Declaration, the Plat Covenants, 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. 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 Nonprofit Act before adjournment.

In lieu of written notices from the Association sent pursuant to the above paragraph, a Member may elect to receive notices from the Association by email. Any Member choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Member shall have the right at any time to withdraw his or her election to receive notice by email and shall thereafter be sent notices by the Association pursuant to the above paragraph.

**Section 4.05. Waiver of Notice.** Notice of any meeting may be waived in writing by any Member if the waiver sets forth in reasonable detail the time and place of the meeting and the purposes thereof. Attendance at any meeting in person, or by proxy, shall constitute a waiver of notice of such meeting.

**Section 4.06. Voting Rights.** Each Class "A" Member who is in Good Standing shall be entitled to cast one (1) vote for each Dwelling Unit of which such Member is the Owner. Class "B" Members shall have no vote in the matters of the Association. To be considered in "**Good Standing**", a Class "A" Member cannot be more than sixty (60) days delinquent in any payment due to the Association. If a Class "A" Member is not in Good Standing, he or she shall not be eligible to vote, either in person or by proxy, or to be elected to, or to serve on, the Board of Directors. In addition, any Class "A" Member who is not in Good Standing cannot serve as a proxy for another Class "A" Member.

**Section 4.07. Multiple Owner.** When more than one (1) person or entity constitutes the Owner of a particular Dwelling Unit, all such persons or entities shall be Class "A" Members of the Association, 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.

**Section 4.08. Voting by Corporation, Trust or Other Legal Entities.** 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 Association stating who is authorized to vote on behalf of said corporation or trust. Similar procedures shall be in effect for any other form of legal entity that is not a natural person, such as a limited liability company, limited liability partnership, etc. ""

**Section 4.09. Voting by Proxy.** An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly

designate his or her attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting. Delivery of a proxy can be by hand delivery, first-class mail, fax or email. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date it is signed. To be valid, a proxy must contain:

1. The name and address of the Owner who is giving the proxy;
2. The name of the person being appointed as proxy;
3. The date on which the proxy is given;
4. The date of the meeting for which the proxy is given;
5. The signature of the Owner who is giving the proxy; and
6. An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise it on the Owner's behalf.

A proxy may be revoked in writing by the Owner prior to it being exercised or by the Owner's personal attendance at the meeting where the vote is to be taken. A proxy holder can hold no more than five (5) proxy votes at any meeting of the Members.

**Section 4.10. Quorum.** Except where otherwise expressly provided in the Declaration, the Articles or these By-Laws, at any meeting of the Members, fifteen percent (15%) of the Class "A" Members entitled to vote represented thereat in person or by proxy shall constitute a quorum. The Class "A" Members at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If a quorum is not present, the meeting may be adjourned to a date not more than sixty (60) days later without notice other than announcement at the meeting even though less than a quorum is present.

**Section 4.11. Conduct of Meeting.** The Chair of the meeting shall be the President of the Association. He or she shall call the meeting to order at the duly designated time and business will be conducted in the following order:

**(a) Reading of the minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a majority of the votes cast.

**(b) Treasurer's report.** The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the expenses and financial report for the prior year and the proposed budget for the current year.

**(c) Budget.** The proposed budget for the current calendar year shall be presented to the Members for approval or amendment.

**(d) Election of Board of Directors.** Nomination for the Board of Directors may be made by any Member from those persons eligible to serve. Such nomination shall be in writing and presented to the Secretary of the Association at least ten (10) days prior to the date of the annual meeting. Voting for the Board of Directors shall be by paper ballot or by such other reasonable method as may be approved and adopted by majority vote of the Members present at said meeting. Paper ballots, if applicable, shall contain the name of each person nominated to serve as a Board member, with available space for the writing in of any floor nominations. However, paper ballots may be waived by a majority of the votes cast and voting may be conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions (i.e., two nominations for two open positions). Each Member may cast the vote or votes to which he or she is entitled for as many nominees as are to be elected; however, he or she shall not be entitled to cumulate his or her votes. Those persons receiving the highest number of votes for the available spaces on the Board of Directors shall be elected. Each voting Member shall sign his or her ballot.

**(e) 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. However, such written request may be waived at the meeting if agreed by a majority of the votes cast.

**Section 4.12. Action by Written Ballots.** In lieu of any annual or special meeting of the Members, written, "mail-in" ballots may be utilized in the manner prescribed in the Nonprofit Act or the HOA Act. To be valid, the Association must deliver a written ballot to every Member entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity for the Member to vote for or against each proposed action. Approval by written ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authoring such action, and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting. A request for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, other than the election of directors, and specify the time by which a ballot must be received by the Association to be counted.

**Section 4.13. Means of Communication.** To avoid the costs of paper, postage and handling that would otherwise be incurred when distributing documents or information to Members by regular mail, and also to be more efficient in transmitting information that Owners can receive even when out of town, the Association will, to the extent possible, make Association matters available online through the Association's website (if any) and/or via email or similar means, including but not limited to:

- (A) Notices of Annual or Special Meetings
- (B) Proxies and Ballots



- (C) Annual Budgets
- (D) Nominees for the Board of Directors for an upcoming election
- (E) List of current members of the Board of Directors
- (F) Recorded copy of the Declaration and Plat Covenants and all amendments thereto
- (G) These By-Laws and the Articles of Incorporation and all amendments thereto
- (H) Architectural or Design Guidelines, if any
- (I) Architectural Control Request for Change form
- (J) Rules and Regulations adopted by the Board of Directors
- (K) Name of, and contact information for, the Association's property management company, if any
- (L) Invoices, statements or coupon booklets for payment of Assessments
- (M) Voting through a secure website or equivalent
- (N) Payment of Assessments through a secure website or equivalent

For items listed above that the Association could email, the Member must waive the right to receive the same by regular mail and agree to receive the same by email in the manner described in Section 4.04 above.

**Section 4.14. Failure to Reach Quorum.** As is set forth in the HOA Act and Nonprofit Act, the failure to achieve a quorum at a meeting does not exempt any Owner from, or create an affirmative defense for, any Member with respect to: (1) the Member's obligations under the Declaration, the Plat Covenants, the Articles of Incorporation or these By-Laws, or (2) the Owner's obligations to otherwise abide by the provisions of the Declaration, the Plat Covenants, the Articles of Incorporation and these By-Laws, including but not limited to the payment of assessments. If a valid election cannot be held due to a failure to reach quorum at the annual meeting, the Directors then in office shall continue to serve as Directors until such time as (1) they resign from office, or (2) their replacements are duly elected and qualified. Alternatively, if a quorum is not present at an annual meeting, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting in the same fashion as they would fill a vacancy under the terms of these By-Laws.

## **ARTICLE V** **Board of Directors**

**Section 5.01. Number.** The number of Directors of the Association shall be at least three (3) and no more than eleven (11).

**Section 5.02. Qualification and Election of Directors.** All Directors shall be Class "A" Members of the Association at the time of their election to office and during their term of office as Directors. To be eligible to be elected and to serve as a Director, the Member must be in Good Standing. Members of the Board of Directors shall be elected at each annual meeting of the Association. Each Director shall serve a term of two (2) years commencing at the immediate conclusion of the annual meeting. The terms shall be staggered. Any vacancy 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 Directors, shall be filled through a vote of a majority of the remaining Directors and shall serve for the unexpired term of the Director whose vacancy is thus filled. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified. A Director may serve any number of consecutive terms.

**Section 5.03. Removal of Director.** One or more Directors may be removed by the Members with or without cause if the number of votes cast to remove would be enough to elect the Director(s) at a meeting to elect Directors. One or more Directors may be so removed by the Members only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(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 Director(s).

In addition, a Director may also be removed "for cause" by a two-thirds (2/3) vote of the remaining Directors. For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: (a) failing to attend three (3) or more consecutive Board meetings; (b) becoming ineligible to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these By-Laws; (c) acts of fraud, theft, deception, or criminal behavior; (d) breach or disclosure of confidential Board information or discussions to a person not on the Board; (e) or any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole. Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the remaining Directors.

**Section 5.04. Duties of the Board of Directors.** The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall provide for the maintenance, upkeep, repair, replacement, administration, operation, preservation, architectural control and ownership of the Common Area and the collection and disbursement of the expenses therefore. These duties include, but are not limited to:

- (a) Protection, surveillance, replacement and ownership of the Common Area, and improvements thereon;
- (b) Landscaping, painting, decorating and furnishing of the Common Area;
- (c) Assessment and collection from the Members of the Member's pro rata share of the expenses necessary to maintain the Common Area;
- (d) Preparation of an annual budget, a copy of which will be mailed or delivered to each Member at the same time as the notice of annual meeting is mailed or delivered;
- (e) Preparing and delivering annually to the Members a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Member as soon as reasonably possible after the close of the accounting year, but in no case later than ninety (90) days after the close of the accounting year;

(f) Keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Area, specifying and itemizing the expenses; all records and vouchers shall be available for examination by a Member upon written request to the Association at such time and place as may be reasonably specified by the Association and in accordance with the provisions of applicable Indiana law.

**Section 5.05. Powers of the Board of Directors.** The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) To employ a property manager hereinafter referred to as “Property Manager” to assist the Board in performing its duties;

(b) To purchase for the benefit of the Members such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) To procure for the benefit of the Members fire and extended coverage insurance covering all improvements in the Common Area to the full insurable value thereof and to procure public liability and property damage insurance and Workers Compensation insurance, if necessary, and such other insurance as may be determined by the Board of Directors in its sole discretion as for the benefit of the Members and the Association;

(d) To employ legal counsel, architects, contractors, accountants and others as in the sole judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(e) To include the costs of all of the above and foregoing as expenses of the Association;

(f) To open and maintain a bank account or accounts in the name of the Association;

(g) To adopt, revise, amend and alter, from time to time, reasonable rules and regulations with respect to use, operation and enjoyment of the Common Area.

**Section 5.06. Limitation on Board Action.** The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total single expenditure of no more than \$10,000.00 without obtaining the prior approval of a majority vote of the Members, except in the following cases:

(a) Contracts for replacing or restoring portions of the Common Area (including monuments) damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Members at the annual meeting;

(c) Reasonable expenditures for the necessary repair, replacement or preservation of improvements located on the Common Area (including monuments) if the funds for such repairs or replacements are available in any prior surplus of the Association.

**Section 5.07. Compensation.** No Director shall receive any compensation for his or her services as a Director except to such extent as may be expressly authorized by a majority of the Members, with the express exception that upon majority vote of the Board of Directors, the yearly homeowners assessment for the individual serving as Treasurer of the Association for that year may be waived in recognition of the additional time and expense required of the Treasurer of the Association in the performance of his or her duties. However, if approved by a majority of the Directors, a Director may be reimbursed for out-of-pocket expenses incurred on behalf of the Association, including mileage reimbursement at the then rate allowed by the IRS.

A Director may be compensated by the Association for services rendered beyond the functions as serving on the Board if and only if (a) a majority of the total number of Directors then serving vote to approve such compensation, with the applicable Director recusing himself or herself from that vote, (b) such decision is documented in the Board Minutes, and (c) such payments to Directors are shown as a line item in the budget that is presented to the Members at the annual meeting. An example of this would be a Director who maintains the Association's website.

**Section 5.08. Annual Meeting.** The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members at the place where such meeting of the Members was held. This meeting shall be held for the purpose of electing or re-electing officers of the Association and consideration of any other business that may be brought before the meeting. No notice shall be necessary for the holding of this annual meeting.

**Section 5.09. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. The Secretary shall give oral or written notice of the regular meetings of the Board of Directors five (5) days or more prior to the date of such meeting. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. In lieu of written notices from the Secretary sent pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by email. Any Director choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Director shall have the right at any time to withdraw his or her election to receive notice by email and shall thereafter be sent notices by the Secretary pursuant to the above paragraph.

**Section 5.10. Special Meetings.** Special meetings of the Board may be called by the President or any two (2) members of the Board. Persons calling such meeting shall give written

notice thereof to the Secretary who shall, either personally or by mail at least three (3) days prior to the, date of such special meeting, give notice to the Board members. Notice of the meeting shall contain a statement of the purpose for which the meeting was called. Such meeting shall be held at such place and at such time in Marion County, Indiana, as shall be designated in the notice.

**Section 5.11. Waiver of Notice.** Before any meeting of the Board, any Director 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 Director at a meeting shall, as to such Director, constitute waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 5.12. Quorum.** A majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of any business and the action of a majority of the Directors present at any meeting at which a quorum is present shall be the decision of the Board of Directors unless the decision of a greater number is required by law, the Declaration, the Articles of Incorporation or these By-Laws.

**Section 5.13. Executive Committee.** The Board of Directors may by resolution adopted by majority of the whole Board designate two or more members of the Association to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and exercise all the authority of the Board of Directors in the management of the Association, but the designation of a committee and delegation of authority to it shall not operate to relieve the Board of Directors or any Member from any responsibility imposed upon it or him.

**Section 5.14. Bond.** The Board of Directors may require, by majority vote, the Treasurer and such other officers as the Board deems necessary to give bond, indemnifying the Association 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 provided by these By-Laws or the Board of Directors.

**Section 5.15. Open Board Meetings.** As and to the extent required by the HOA Act or any other applicable law, meetings of the Board of Directors shall be open to attendance by the homeowner members of the Association. The Board may meet in private “executive sessions” to discuss owner delinquencies, contract negotiations (i.e., bids), pending and current litigation with legal counsel, and legally confidential employment matters. The Board may adopt rules, regulations and procedures regarding administration of such meetings, including regulation of matters such as Member participation, time limits for speaking, scheduling, agendas, and other administrative issues consistent with Indiana law, the Declaration and these By-Laws. It is recognized and understood that there may, from time to time, be disagreements with regard to certain issues. Notwithstanding such disagreements, Members agree to conduct themselves at meetings in an appropriate, reasonable and adult-like fashion, and to abide by all rules and regulations governing administration of meetings as adopted by the Board. In the event that a Member is repeatedly disruptive despite multiple warnings, makes threats of physical harm, commits an illegal or violent act, or otherwise acts in a threatening, violent, hostile, or unduly aggressive fashion, said Member may be immediately removed from the meeting. In the event that the same Member repeatedly acts in a hostile, threatening or violent

manner at meetings, or is removed from two (2) consecutive meetings, said Member may have his or her rights to attend Board and membership meetings temporarily suspended at the discretion of the Board. The duration of such suspension shall be determined by the Board, factoring in the egregiousness of the Member's conduct and the potential threat to the health, safety and welfare of other Members.

## **ARTICLE VI** **Officers**

**Section 6.01. 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 Directors may appoint, by majority vote, 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.

**Section 6.02. Election of Officers.** The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, 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 6.03. The President.** The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He or she 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 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 Members 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 6.04. The Vice-President.** The Vice-President shall be elected from among the Directors 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 6.05. The Secretary.** The Secretary shall be elected from among the Directors. 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 the 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 6.06. The Treasurer.** The Board shall elect from among the Directors 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 or she shall be the legal custodian of all monies, notes, securities and other valuables which may from

time to time come into possession of the Association. He or she 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 6.07. Assistant Officers.** Any assistant or other officers who may be designated from time to time by majority vote of the Board of Directors, 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 Directors may prescribe.

**Section 6.08. Delegation of Authority.** In the case of the absence of any officer of the Association, or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any Director, for the time being, provided a majority of the entire Board concurs therein.

## **ARTICLE VII** **Assessments**

**Section 7.01. Assessments.** The assessments and payment of assessments to cover the costs and expenses of operating, maintaining and replacing the Common Area shall be in accordance with the following procedure:

**(a) Annual Accounting.** On the date of the annual meeting of the Association, the Board of Directors shall prepare and provide to each Member financial statement showing all receipts and expenses received, incurred or paid, from January 1 through October 31 of that fiscal year as well as the projected year-end receipts and expenses for that fiscal year.

**(b) Proposed Annual Budget.** Annually before the date of the annual meeting of the Association, the Board of Directors shall prepare a proposed annual budget for the ensuing calendar year estimating the total amount of the expenses for the ensuing year and provide a copy of such proposed budget to each Member at least two (2) weeks prior to the annual meeting. The annual budget shall be submitted to the Members at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing year. At the annual meeting of the Members, the budget shall be approved in whole or in part or may be amended in whole or in part by the majority of the votes cast; provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget, as amended.

**(c) Regular Assessments.** The annual budget as adopted shall, based on the estimated cash requirement for the expenses in the ensuing year as set forth in said budget, contain the proposed assessment against each Dwelling Unit which shall be the same for each Dwelling Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his Dwelling Unit or Units (the "Regular Assessment"). The Regular Assessment against each Dwelling Unit shall be paid in accordance with the method of payment determined by the Board of Directors as necessary to satisfy the financial requirements and obligations of the Association. Payment of such Regular Assessment shall be made to the

Association.

**(d) Special Assessments.** From time to time, expenses of an unusual or extraordinary nature or not otherwise anticipated may be deemed necessary by the Board of Directors. In such event the Board of Directors shall be authorized to adopt a resolution to make such expenditures and shall have the full right, power and authority to make such a special assessment of equal amount upon each Dwelling Unit upon approval of such resolution by two-thirds (2/3s) of the votes of the Class "A" Members present at such special meeting of Members duly called in accordance with the By-Laws for the purpose of approving or rejecting such resolution (the "Special Assessment").

**(e) Failure of Owner to Pay Assessments.** Each Owner of a Dwelling Unit shall be personally liable for the payment of all Regular, Special and Initial Assessments for the Common Area. Where the owner constitutes more than one person, the liability of such persons shall be joint and several. If any owner of a Dwelling Unit shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, such Regular or Special Assessment may bear interest from the date due at the rate of eighteen percent (18%) per annum and such other late fees and/or charges as may be imposed uniformly by the Board of Directors. In its discretion, the Board may choose to not impose interest on delinquent accounts, but instead just apply late fees. If the owner of the Dwelling Unit fails to pay any assessment when due, the Board may at its option use whatever legal means is available to collect such assessments and the Board, for and on behalf of the Association, shall be entitled to recover the costs and expenses of such collection incurred, including but not limited to reasonable attorneys' fees, from the owner of the Dwelling Unit failing to pay. In connection with any effort to collect or in any action to recover an Assessment, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the Dwelling Unit, not only the delinquent Assessments, but also all late charges imposed, all court costs, all costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Association to a managing agent for administering, monitoring or processing delinquent Owners' accounts, and reasonable attorney's fees. The Association need not accept any tender or a partial payment of an Assessment, or any installment of an Assessment, and all costs, expenses, charges and attorneys fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payments thereafter. In addition, the Board shall have the power to adopt by Board resolution additional rules and regulations or delinquency procedures.

## **ARTICLE VIII** **Contracts, Checks, Notes, Etc.**

**Section 8.01.** With the exception of regular and normal budgeted expenses which may be paid by the Treasurer on authority of the Board of Directors, all contracts and agreements entered into by the Association 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 Association, unless otherwise directed by the Board of Directors or unless otherwise required by law, be signed by the President or, in his absence, the Treasurer. Any one of the documents heretofore mentioned in this Section for use outside the ordinary course of the business of the Association, or any notes or bonds of the



Association shall be executed by and require the signature of both the President and Secretary.

**ARTICLE IX**  
**Amendments**

**Section 9.01.** The power to make, alter, amend or repeal these By-Laws is vested in the Board of Directors of the Association, but such action shall be taken only at a meeting of such Board specifically called for such purpose. The affirmative vote of the majority of all the Directors shall be necessary to effect any such changes in these By-Laws, unless otherwise provided in the Articles, these By-Laws or the Declaration; provided, however, no amendment may be made to these By-Laws that would conflict with or be contrary to the terms and provisions of the Declaration.

**ARTICLE X**  
**Indemnification of Directors and Officers**

**Section 10.01.** The Association shall indemnify any person made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate is or was a director, officer or employee 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 thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such officer, director or employee is liable for gross negligence or intentional misconduct in the performance of his duties. The Association may also reimburse to any such officer, director or employee the reasonable costs of settlement of any such action, suit or proceeding if it shall be determined by a majority of the Board of Directors not involved in the controversy (whether or not a quorum), that it was in the best interests of the Association that such settlement be made and that such director, officer, or employee was not guilty of gross negligence, or intentional misconduct. Such rights of indemnification and reimbursement shall not be considered exclusive of any other rights to which such director, officer or employee may be entitled apart from the provisions of this Article.

**ARTICLE XI**  
**RECORDS OF THE ASSOCIATION**

**Section 11.01. In General.** Current copies of the Declaration, the Plat Covenants, the Articles, the By-Laws, rules and regulations, financial documents and other corporate documents concerning the Association and its operation required to be kept and made available for inspection shall be available for inspection by any Class "A" Member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost. The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the members.

The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any Class "A" Member upon written request submitted to the Board at least five (5) days in advance of the proposed inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. However, pursuant to the HOA Act, the Association is not required to make available for inspection to a Member any records that were created more than two (2) years before the request (or for such different timeframe set forth in the HOA Act as it may be amended in the future). Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.

The Association reserves the right to require any Member desiring to inspect the books, records, financial statements, and other papers of the Association to comply with the requirements set forth under the Nonprofit Act and the HOA Act, and any amendments or re-codification subsequently adopted thereto.

The Association reserves the right to deny any request by a Member for inspection of the Association's roster of members, including mailing addresses of Members, which the Board of Directors determines: (a) was not made in good faith or for a proper purpose; (b) the Member fails to describe with reasonable particularity the purpose of the inspection; (c) the purpose is not directly related to the operation of the Association; or (d) was made to solicit money or property, or for a commercial purpose, or for marketing or advertising purposes.

## **ARTICLE XII MISCELLANEOUS**

**Section 12.01. Committees.** The Board of Directors may appoint various other committees to carry out the purposes of the Association. Members of such committees may, but need not, be members of the Board of Directors. Committee members may be removed at any time and for any reason. The Board will determine the terms of the Committee members. In the absence of any specifically set term, a Committee member's term will be indefinite.

## **ARTICLEXIII GRIEVANCE RESOLUTION PROCEDURES**

**Section 13.01. Grievance Resolution Procedures.** Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code 32-25.5-5. To comply with the spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Neighborhood and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)

Castleton Estates, Inc.

BY: Brenda Westfall  
Brenda Westfall, President

ATTEST:

BY: Sandra A. Bowman  
SANDRA A. BOWMAN, Secretary

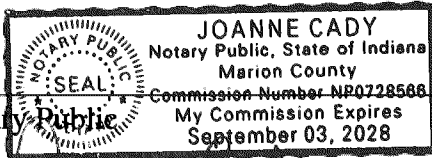
STATE OF INDIANA )  
 )  
COUNTY OF Marion )

Before me a Notary Public in and for said County and State, personally appeared Brenda Westfall, and Sandra A. Bowman, the President and Secretary, respectively, of Castleton Estates, Inc., who acknowledged execution of the foregoing Second Amended and Restated Code of By-Laws of Castleton Estates, Inc., for and on behalf of said corporation and the Owners, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 4th day of January, 2024.

My Commission Expires:  
9.3.28

Residence County:  
Marion

  
Joanne Cady  
Signature

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." /s/ Jacob A. Lawrence, Esq.

This instrument prepared by, and should be returned to, Jacob A. Lawrence, Esq.  
Eads Murray & Pugh, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> St., Suite B, Indianapolis, IN 46216