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006402

CASTLEWOOD UNIT NO. 3A
LAKE COUNTY, INDIANA

DECLARATION of protective covenants made this 4th day of January 1988, by Harold G. Rueth, as General Partner in Declarant Rueth Development Company, an Indiana Limited Partnership, which is the beneficial owner of Trust 2195 at Mercantile National Bank.

WITNESSETH:

WHEREAS, Declarant is the owner of real property described in Clause I of this Declaration, and is desirous of subjecting a portion of said real property to the conditions, covenants, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are declared to be equitable servitudes binding upon the property so designated and each Owner thereof and every other party having any interest therein, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph 1 of Clause I hereof, is, and shall be, held, transferred sold, conveyed, used and occupied subject to the following Covenants.

Declarant hereby further declares that the real property described in and referred to in Paragraph 1 of Clause I hereof, is being platted for residential purpose as part of the Additional Tract described in Clause I, Paragraph 2 and pursuant to the terms of the Castlewood Unit 1 Covenants recorded December 9, 1981 as Document Number 653224. Declarant accordingly declares said real property annexed to said Castlewood Unit 1 in all respects and for all the purposes provided for in said Unit 1 Covenants referred to herein.

CLAUSE I
PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION

1. THIS SUBDIVISION. The real property which is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants (herein referred to as "This Subdivision") and is commonly known as Castlewood Unit No. 3A an addition to the town of Dyer, Lake County, Indiana, recorded in Plat Book 63, Page 19 in the Office of the Recorder of Lake County, Indiana, and is more particularly described as follows, to-wit:

Being a subdivision of part of the South ½ of Section 18, Township 35 North, Range 9 West of the second Principal Meridian, being more particularly described as follows:

Beginning at a point on the most Southerly corner of Castlewood Unit 2, to the Town of Dyer, as shown in Plat Book 60, Page 52, in the Office of the Recorder of Lake County, Indiana; thence Northerly on a curve concave to the East, and having a radius of 30 feet, an arc length of 47.12 feet (the aforesaid line also being the Southwesterly right of way line of Knighthood Drive); thence North 43 degrees, 55 minutes, 24 seconds East, along said Knighthood Drive right of way, a distance of 215.41 feet to a point of curve; thence Northeasterly on a curve concave to the Northwest, and having a radius of 1881.26 feet, an arc length of 207.52 feet; tence North 37 degrees, 36 minutes, 11 seconds East, a distance of 90 feet to a point of curve; thence Northeasterly on a curve concave to the Southeast, and having a radius of 351.27 feet, an arc length

of 253.27 feet; thence South 11 degrees, 05 minutes, 10 seconds East, a distance of 260.00 feet; thence South 43 degrees, 55 minutes, 24 seconds West, a distance of 632.96 feet; thence North 46 degrees, 04 minutes, 36 seconds West a distance of 223.02 feet to the point of beginning, containing 4.2601 acres, more or less, all in the Town of Dyer, Lake County, Indiana.

a subdivision plat of which was recorded in the office of the Recorder of Lake County, in Crown Point, Indiana on October 30, 1987.

2. PROPERTY BENEFITED. The Covenants shall be for the benefit of all of the land in This Subdivision and the land described in Clause I Paragraph 2 of the Unit I Covenants, recorded on December 9, 1981 as Document Number 653224 in Lake County, Indiana.

3. WAIVER. Any owner of land located in This Subdivision (including but not limited to Declarant) may waive in whole or in part the benefits of the Covenants. If such waiver is by a document duly executed by said owner, acknowledged and recorded with the Recorder of Deeds of Lake County, Indiana, the same shall permanently waive the benefits of the Covenants for the benefit of the property which such owner owns, and shall be binding upon said owner and his successors and assigns.

4. LIMITED AREA. The obligations set forth in the Covenants shall be binding only upon This Subdivision, except as otherwise specifically expressed herein.

CLAUSE II GENERAL PURPOSES OF THIS DECLARATION

This Subdivision is subjected to the Covenants to insure proper use and appropriate development and improvement of This Subdivision and every part thereof; to protect each and every owner of any part of This Subdivision against such use of lots in This Subdivision as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of This Subdivision and the use and enjoyment of property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvement in This Subdivision consonant with the Covenants. It is the intention and purpose of these Covenants to assure that all dwellings in This Subdivision shall be of a quality of design, workmanship, and materials approved by the Architectural Review Committee. It is understood and agreed that the purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal.

CLAUSE III DEFINITIONS

ADDITIONAL TRACT. That real estate or any part of it described above in Clause I, Paragraph 2 of the Unit I Covenants excluding of the real estate located in This Subdivision and the Subdivision in Clause I, Paragraph I of the Unit I Covenants.

BASEMENT. That portion of the interior area of a Building having its floor area below grade and having more than half its floor-to-ceiling height below grade. For purposes hereof, grade shall be the average level of the ground contiguous to the building front.

BUILDABLE AREA (for the purpose of measuring Lot width). The narrowest width of a Lot within the 30 feet of the Lot situated immediately in back of the front-yard setback line established or referred to in Paragraph 4 of Clause IV hereof.

BUILDING. Any structure having a roof, supported by columns or by walls or other means, or other structure intended or used for the shelter, housing, or enclosure of any person, animal, or chattel.

BUILDING ACCESSORY. A subordinate building or portion of a principal building, the use of which is incidental to that of the principal Building on a Lot.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof, or to the mean level of any other vertical parts of any other structure. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Building Height.

CASTLEWOOD. All of the property described in Clause I, Paragraph 2 of the Unit I Covenants.

COMMON EXPENSE. Expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Lake and Common Grounds, and Public Areas, and all sums lawfully assessed against the members the Corporation.

CORPORATION. Castlewood Property Owners Association, Inc., its successors and assigns, a not-for-profit corporation, whose Members shall be the Owners of Lots, or appointees as provided in Clause VI, Paragraph I such Corporation being more particularly described in Clause VI, Paragraph I.

DECLARANT. Harold G. Reuth, as a General Partner in Declarant Reuth Development Company, an Indiana Limited Partnership, which is the beneficial owner of Trust 2195 at Mercantile National Bank.

DWELLING. A residential Building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, mobile homes, or trailers.

FAMILY. One or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

LAKE AND COMMON GROUNDS. The parks, lakes, detention areas, and other real property within Castlewood reserved by Declarant for the common use of all residents and owners of This Subdivision and other areas of Castlewood as shown on a recorded plat of subdivision or in a specific conveyance by Declarant to the Corporation.

LOT. Any plot of ground designated as such upon the recorded Plat of This Subdivision or upon a recorded plat, if any of the Additional Tract or any part thereof is platted and annexed pursuant to Clause VII hereof, and upon which one (1) Building is constructed, is to be constructed or has existed. When Lot is used it shall be deemed to include the building, if any, located thereon.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes, through front, side, and rear lot lines.

LOT LINE, FRONT. The boundary line of a Lot which is along a dedicated street line. On corner lots, the owner may select either street Lot line as the Front Lot Line.

LOT LINE, REAR. The linear boundary of a Lot which is most distant from the Front Lot Line. If the Rear Lot Line is less than 10 feet in length or if one Lot forms a point at the rear, the Rear Lot Line shall be deemed to be a line 10 feet in length within the Lot, parallel to and at the maximum distance from the Front Lot Line.

LOT LINE, SIDE. Any boundary of a Lot which is not a Front or Rear Lot Line.

MEMBER. A member of the Corporation.

MORTGAGEE. The holder of a first mortgage lien on a Lot.

OWNER. A person, firm, corporation, partnership, association, trust of other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

PUBLIC AREAS. Those areas within Castlewood now or hereafter dedicated for public or public utility use in a plat of subdivision or separate conveyance to the Town of Dyer, of the Public in general, including but not limited to the street, public utilities, pavements and curbs, the parkways within the median between street pavements or on either side of the street pavement including any sidewalks or other improvements constructed thereon.

STORY. That portion of the interior of a Building included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of extended plane of the ceiling next above. A basement shall be counted as a Story.

STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than 3 feet above the top floor level and in which space not more than 60 percent of the floor area is improved for principal or accessory use.

STRUCTURE. Any stationary object erected, constructed or placed on the property or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be constructed to be a separate Structure.

THIS SUBDIVISION. The real estate described in Clause I, Paragraph I of this Declaration.

UNIT I. The real estate described in Clause I, Paragraph I of the Unit I Covenants.

UNIT I COVENANTS. The Amended and Restated Declaration of Protective Covenants for Castlewood Unit I, Lake County, Indiana, recorded on December 9, 1981 as Document Number 653224 in the Records of the Recorder for Lake County, Indiana.

CLAUSE IV GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Each Lot shall be used, if at all, as a site for a Dwelling for private residence purposes only, by one Family, and a private garage containing no more than four parking spaces for the sole use of the Owners or occupants of the Dwelling. Said garages shall not be used for rental purposes. All other detached Accessory Buildings or Structures may be erected only in such manner and location as approved in writing in the sole discretion of the Architectural Review Committee.

2. BUILDING HEIGHT. No Dwelling shall be erected, altered, or placed on a Lot have a Building Height in excess of 30 Feet. No Accessory Building or Structure shall have a Building Height in excess of 17 feet unless a greater height is approved in writing by the Architectural Review Committee.

3. DWELLING COST, QUALITY AND SIZE. Any Dwelling erected upon a Lot shall be constructed in accordance with the applicable governmental building and zoning codes and with such additional standards that may be required by the Architectural Review Committee; and the area inside the foundation walls or footings of the Dwelling exclusive of attached garages, carports, open terraces, porches, and breezeways, shall be:

- A. For any one-story ranch style dwelling-not less than 1600 square feet.
- B. For any two-story dwelling; not less than 2200 square feet, with at least 1100 square feet on the first floor.
- C. For any split level dwelling with three or more levels-not less than 1500 square feet contained in the two highest levels of floor area.
- D. For any bi-level or raised ranch style dwelling-not less than 2000 square feet with a least 1500 square feet contained in the upper floor level.

4. LOCATION ON LOT. No Building shall be located on a Lot nearer to the Front Lot Line or the Side Lot Line than the minimum setback shown on the recorded plat of subdivision of This Subdivision. No three (3) Dwellings on adjoining Lots facing the same street may have the same Building setback and the minimum Building setback variation between adjacent Buildings shall be 5 feet. Tennis courts and swimming pools shall be screened from the street or streets by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the

Architectural Review Committee. No tennis court or swimming pool shall be located on a Lot nearer to the Front Lot Line, or a Side Lot line adjoining a street, than the minimum setback shown on said recorded plat. If there is no indication on the plat of subdivision of the minimum Front or Side setback lines, the following setback lines shall be deemed applicable to the extent not shown:

- A. 30 feet from the Front Lot Line and each Side Lot Line adjacent to a street:
- B. 10 feet from the Side Lot Line: and
- C. 10 feet from the Rear Lot Line.

Provided that the Architectural Review Committee may authorize lesser setbacks than those set out above or shown on the recorded plat, in its discretion, and upon receipt of prior approval from the Town of Dyer Plan Commission.

5. LOT AREA. No Dwelling shall be erected, placed or permitted to remain on any Lot if such Lot contains less than 8000 square feet.

6. DRIVEWAYS. Access driveways and other paved areas for vehicular use on a lot shall have a compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphaltic concrete, or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Architectural Review Committee.

7. NATURAL DRAINAGE WAYS. Where there exists on any Lot or Lots a condition or accumulation of storm water remaining over an extended period of time, the Lot owner may, with the written approval of the Architectural Review Committee, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any Lot, or as provided Paragraph 8, shall be made by the Owner in any manner which may cause damage to or otherwise adversely affect the use of other property. The Architectural Review Committee may authorize the installation of drain tile and other conduits at any location within 10 feet of the Rear Lot Line of any Lot to permit the proper drainage of any owner Lot or other property in This Subdivision and an easement is hereby reserved across the 10 feet adjacent to the Rear Lot Line of each Lot for such purpose.

8. EASEMENTS. Declarant hereby declares, grants and reserves the following easements to run with the land for the benefit of the Town of Dyer and each and all the Owners, of the Lots, parcels and lands located in This Subdivision, their heirs, executors, administrators, personal representatives and assigns:

- A. An easement in and along the streets as is represented on the recorded plat of This Subdivision for the planting and maintenance of evergreens, trees, shrubs, grass and other landscaping and the maintenance of sidewalks, parkways and woods.
- B. An easement for utility and drainage use as is represented on the recorded plat of This Subdivision;
- C. An easement for the purpose of maintaining a drainage and retention area for the surface water, over and across lands owned by declarant more particularly described as follows:

That part of the South Half of Section 18, Township 35 North, Range 9 West of the Second Principal Meridian, described as follows:

Commencing at the intersection of the South line of said Section 18, and the Northeasterly right-of-way line of the Old Monon Railroad, thence North 46 degrees 04 minutes 36 seconds West 260.48 feet along last said Northeasterly line; thence North 43 degrees 55 minutes 24 seconds East 100 feet to the place of beginning; thence North 46 degrees 04 minutes 36 seconds West 205 feet; thence North 43 degrees 55 minutes 24 seconds East 219.92 feet; thence North 70 degrees 53 minutes 38 seconds East 121.40 feet; thence North 47 degrees 33 minutes 03 seconds East 342.81 feet; thence North 67 degrees 19 minutes 17 seconds East 192.3 feet; thence North 90 degrees 00

minutes 00 seconds East 198.14 feet; thence South 00 degrees 00 minutes 00 seconds East 40 feet; thence South 63 degrees 20 minutes 24 seconds West 165.86 feet; thence South 39 degrees 56 minutes 12 seconds West 514.56 feet ; thence South 63 degrees 04 minutes 40 seconds West 302.36 feet to the place of beginning, containing 4.5513 acres more or less, in the Town of Dyer, Lake County, Indiana.

Declarant reserves the right: (1) to modify, and expand the Easements and those set out on the recorded plat of This Subdivision, provided that no substantial damage shall be done to existing Structures and other improvements as a result thereof; (2) execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (3) to assign its rights hereunder, all of which acts shall be binding upon each Lot in This Subdivision.

9. PROHIBITIONS. The following activities and uses are prohibited on all Lots and in all Buildings and Structures located in This Subdivision.

- A. No gainful occupation or profession, or other non-residential use.
- B. No noxious or offensive activity shall be carried on, or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
- C. No livestock or poultry shall be kept or maintained.
- D. No burning of refuse, wood or leaves shall be permitted other than in proper facilities therefore maintained in or as a part of a Dwelling, except that the burning of leaves is permitted as or if allowed by applicable laws and regulations.
- E. No garage, carport, driveway, or parking area which may be in front or adjacent to or part of any Lot may be used as a habitual parking place for commercial vehicles. The area located between the road pavement and the front building line of each Lot shall not be used for the parking of private or commercial vehicles or boats, mobile homes or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. (The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and violation of subparagraph B of this Paragraph 9).
- F. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained.
- G. No plants, or seeds, or other things or condition, harboring or breeding infectious plant diseases or noxious insects shall be kept or maintained.
- H. No downspouts, sump pump or other storm or drainage discharges shall be connected or emptied into the sanitary sewers serving the subdivision.
- I. No fence, garage, barn, shack, shed, portable building or other improvement shall be maintained within the utility and drainage easements within the subdivision.

Any Lot Owner found to be in violation of this Paragraph 9 shall, at his sole cost and expense, remove such structures, animals or items as required by the Declarant, the Corporation, any public utility, the Town of Dyer, the County of Lake, and/or the State of Indiana. Any act, or event in violation of this Paragraph 9 shall be deemed to be the responsibility of the then current Owner. Said Owner shall be responsible for the termination or removal of the offending item or items, subject to the rights of the Declarant to obtain relief pursuant to the Clause VIII, Paragraph 2.

10. NAMEPLATES, MAILBOXES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS OR FLAG POLES. Not more than one nameplate on each Lot shall be permitted. A nameplate shall not be more than 48 square inches in area, and contain the name of the occupant and/or address of the Dwelling. It may be located on the door of the Dwelling or the wall adjacent thereto, or upon the wall of an Accessory building or Structure. One hospitality light standard, of a design approved by the Architectural Review Committee, must be installed and located within the front yard at a point designated by the Architectural Review Committee and must be operated on a continuous basis during the hours between dusk and dawn in all areas within the Subdivision which do not have street lights. No mailboxes other than those of a design approved by the Architectural Review Committee shall be permitted. No Lot Owner may install, and/ or maintain, and/or keep an external television or radio antennae or satellite television dish or receivers, unless otherwise approved by the Architectural Review Committee. Flagpoles are permitted providing the pole is not more than 25

feet in height, unless otherwise approved by the Architectural Review Committee and is installed in accordance with applicable ordinances of the Town of Dyer.

11. TEMPORARY STRUCTURES. No trailer, basement of an uncompleted building, tent, shack, garage, barn, or temporary building or Structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or Structures used during the construction of a Dwelling shall be on the same Lot as the Dwelling, and such Buildings and Structures shall be removed upon the completion of construction.

12. ARCHITECTURAL CONTROLS. No building, fence, wall or other Structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such Building or other Structure, and the grading plan (including a stake survey showing the elevation of all four corners of the lot) and the landscape plan of the Lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall, in its sole discretion, have the right to refuse to approve any such construction plans and specifications, grading plan, or landscape plan, for aesthetic or other reasons and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed Building or other Structure with the surroundings, and the effect of the Building or other Structure on the outlook from adjacent or neighboring properties. In no instance shall a Building of a design identical to an adjacent Building be permitted except as permitted by the Architectural Review Committee.

13. COMMUNITY GROUNDS AND SIDEWALK EASEMENTS. Any community grounds and sidewalk easements within This Subdivision may be used by all residents of This Subdivision, and their guests and the Town of Dyer, or its permittees for recreational purposes.

14. LIMITATION OF INGRESS AND EGRESS. None of the Owners of Lots numbered 21, 22, 23 and 24 in Unit 2 nor Lot number 1 in Unit 3A, in This Subdivision nor any person or entity acting through any such Owner's authority shall have a right to vehicular ingress or egress to, from, and across, that portion of land dedicated for the right-of-way abutting the public road, presently known as Calumet Avenue which touches such Owner's property, and any right they may otherwise have had to such ingress or egress to, from, and across said Owner's butting lands shall be permanently extinguished.

15. UNDERGROUND WIRING. No lines or wires for communications or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in This Subdivision other than within Buildings or Structures or attached to their walls, unless the same shall be contained in conduits, or approved cables constructed, placed and maintained underground, except where indicated on the plat of This Subdivision and except for easements heretofore granted for electric transmission lines, if any.

16. MAINTENANCE OF PARKWAYS AND SIDEWALKS. The Owners of Lots in This Subdivision shall be responsible for the repair and maintenance of any parkway and sidewalk pavement located between their Lot Lines and edges of street pavements that abut said Lots. The duty of the Owners to repair and maintain said sidewalk pavement shall also include the expeditious removal of snow, plant or weed overgrowth, or debris which may be found thereon from time to time.

17. MAINTENANCE OF DYER DITCH. The owners of Lots formerly referred to as Lots 6, 7, and 8 in the Waiver of Easement, recorded in the Office of the Recorder of Lake County, Indiana on October 19, 1981 as document numbers 647677, 647678, 647679 and 647680 in Book 54, pages 10, 11, 12 and 13 respectively, said Lots now know as Lots numbered 17, 18, and 19 in This Subdivision bordering the Dyer Ditch legal drain, which are subject to a maintenance easement under the terms of the Indiana Drainage Code, as laid out and described in that certain Waiver of Easement Agreement executed by Declarant and the Lake County Drainage Board on September 22, 1981, and recorded on October 19, 1981 as Documents Numbered 647677, 647678, 647679, and 64780 in Book 54, Pages 10, 11, 12, and 13 in the records of the Recorder of Lake County, Indiana, such easement being parallel to the ditch and extending 50 feet from the south bank under the terms of the Indiana Drainage Code, shall be responsible for keeping the area covered by said easement landscaped in a manner consistent with the purpose of

said easement and to keep the Legal Drain abutting said lots free of plant or weed overgrowth and/or other debris which might impede the flow of water in the Legal Drain, all at the sole cost of the owners of said lots.

18. CONDITION PRECEDENT TO ISSUANCE OF OCCUPANCY PERMITS ON LOTS BORDERING DYER DITCH. Prior to the issuance of an occupancy permit on Lot formerly referred to as Lots 6, 7, and 8 in the Waiver Easement, recorded in the Office of the Recorder of Lake County, Indiana, on October 19, 1981 as documents numbered 647677, 647678, 647679, and 647680 in Book 54, Pages 10, 11, 12, and 13 respectively, and said Lots now known as Lots 17, 18, and 19 the owner and first occupant of the dwelling constructed on any of said lots shall execute and deliver to the Town of Dyer a letter acknowledging the existence of the maintenance easement as described above in paragraph 17 of this Clause IV parallel to the Dyer Ditch Legal Drain and extending 50 feet from the south bank under the terms of the Indiana Drainage Code and that any maintenance or reconstruction thereof is subject to the provisions of the Indiana Drainage Code under the jurisdiction of the Lake County Drainage Board. Said letter shall also indicate that the owner or first occupant of any of said lots has inspected the existing condition of said Dyer Ditch affecting his lot and agrees to accept the same in its present condition and absolves the Town of Dyer and Declarant from any liability or responsibility to reconstruct, clean, clear of debris, or maintain said Dyer Ditch.

19. GRADING OF LOTS. Grading of lots shall be carefully performed to not damage the neighboring Lot or Lots.

20. EXCESS MATERIAL REMOVED FROM LOTS. All excess material that is to be removed from any lot by reason of construction purposes or other purposes shall not be removed from This Subdivision. All such material shall be used for fill purposes on any lot or lots within the subdivision whose existing grades are lower than the adjacent top of street curb as determined by the Declarant. Said surplus material shall be so deposited at the expense of that lot owner.

21. DEVIATIONS BY AGREEMENT WITH DECLARANT. Declarant hereby reserves the right, with the approval of the Dyer Plan Commission having first been obtained, to enter into agreements with grantee of any Lot or Lots (without the consent of grantees of other Lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Clause IV, provided Declarant shall in its sole discretion determine that there are causes, difficulties, or hardships evidenced by the grantee to warrant such deviation, and no such deviation (which shall be evidenced by an agreement in writing executed and acknowledged by Declarant and the grantee of the affected lot or lots and recorded in the Office of the Recorder of Lake County, Indiana) shall constitute a waiver of any such Covenant as to the remaining real property in This Subdivision nor shall same constitute a violation of a Covenant within the meaning of Paragraph 2 of Clause VIII.

CLAUSE V ARCHITECTURAL REVIEW COMMITTEE

1. CREATION. The Architectural Review Committee shall initially consist of five members as follows:

Chris Nickoloff
Jim Krygier
Ron Ballweg
John Szamatowicz
Barbara Boden

In the event of death or resignation of any member of the Committee, Declarant shall have the right to designate a successor so long as Declarant shall own, beneficially or otherwise, real estate or interests therein aggregating 10% or more of the area within This Subdivision, Declarant shall have the further right to increase or decrease the membership of, to fix rules of procedure for the Architectural Review Committee and to cast a tie breaking vote when the committee is deadlocked on any issue. Should Declarant fail or be unable, after 30 days written notice from the Castlewood Property Owners Association, Inc., to appoint a successor for each vacancy, such successor may be appointed by the Directors of the Castlewood Property Owner's Association, Inc.

2. PROCEDURE. All plans, specifications, and other material, for the improvement of any Lot shall be filed in the office of the Declarant, Lake County, Indiana, for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee with the Declarant casting the deciding vote in case of a deadlock. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within 30 days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective Bidders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

In the event: (a) the Architectural Review Committee fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, as required in this Declaration; and (b) no suit to enjoin construction has been filed within 30 days after commencement of such construction, approval shall not be required.

CLAUSE VI
LAKE AND COMMON GROUNDS AND
CASTLEWOOD PROPERTY OWNERS ASSOCIATION, INC.

1. CORPORATION. In order to provide for the maintenance and repair, replacement, administration, operation and ownership of the Lakes and Common Grounds in and around Unit 1, Unit 2 and This Subdivision, and to perform such other function as may be designated to it, there is hereby created a not-for-profit corporation which shall be known as Castlewood Property Owners Association, Inc. Each Owner shall automatically be a Member of the Corporation by reason of This Subdivision being part of the Additional Tract described in the Unit 1 Covenants and having been duly Annexed pursuant to the terms thereof, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner; provided, however, any person who holds the interest of an Owner in a lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Corporation. The Corporation shall have three classes of Members:

(a) Class A. Class A Members are all Unit 1 and Unit 2 Owners and shall include all Owners of Lots in This Subdivision, except Declarant, and are entitled to one vote for each Lot which such Members own. All persons holding an interest in any Lot shall be Members, provided, however, each Lot represented shall be entitled to cast only one vote, which may be cast in such manner as the Owners of such Lot may determine.

(b) Class B. The Declarant is the Class B Member and Declarant shall be entitled to cast three votes for each Lot owned in This Subdivision, Unit 1 and Unit 2. The Class B Membership shall cease and terminate upon the first to occur of (1) the date upon which the written resignation of the Class B Member as such is delivered to the Resident Agent of the Corporation, provided however if Declarant, at such time still owns lots, such membership shall be converted to a Class A Membership; (2) the date Declarant no longer owns any lots; or (3) December 31, 1992 (the applicable date of the above being herein referred to as the "Applicable Date").

(c) Class C. Any and all natural persons who are officers, directors, partners, employees, or appointees of a Class A Member or a Class B Member that becomes a Class C Member of the Corporation upon being designated thereof by a Class A Member or a Class B Member. A Class C Member shall have no vote in matters of the Corporation, but may act as a director and may vote in such capacity on matters, which are determined by the Board of Directors.

Class C Members comprise the initial Board of Directors as designated in the Articles of Incorporation, and such Directors, notwithstanding any provisions in the Declaration or the Articles or the By-Laws to the contrary, shall be Directors until the Applicable Date and in the event of any vacancy or vacancies occurring in the initial board for any reason prior to the Applicable Date, the Declarant shall fill every vacancy by appointing a new director who shall thereafter be deemed a member of the initial Board. Thereafter, the Corporation shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws. The Members shall elect the

Board of Directors in accordance with the procedure outlined in the By-Laws. The Board of Directors shall govern the Corporation, including but not limited to the management, maintenance, repair, replacement and upkeep of the Lake and Common Grounds. The Corporation shall own, operate and manage the Lake and Common Grounds.

2. RIGHT OF BOARD OF DIRECTORS TO ADOPT RULES AND REGULATIONS. The Board of Directors may promulgate such additional rules and regulations regarding the operation and the use of the Lake and Common Grounds, as it may deem necessary from time to time. Such rules as are adopted may be amended by vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered and mailed promptly to all Owners.

3. MAINTENANCE, REPAIRS AND REPLACEMENTS. The Corporation shall furnish maintenance, repairs, replacements and upkeep of the Lake and Common Grounds and may furnish such services for other public areas within Castlewood as part of the Common Expense.

In the event that the need for maintenance and repair of the Lake and Common Grounds results from the willful or negligent act of the Owner, his family, guests or invitees, and is not covered or paid for by insurance, the Owner shall bear the cost of such maintenance or repair. The Corporation shall add such cost to and make it part of the assessment to which said Owner's Lot is subject, and such cost shall be subject to the same method of collection as the assessment.

The Board of Directors, or their designated agents, shall have the right at reasonable times, and upon reasonable prior notice (except in cases of emergency in which case no notice will be required) to enter into each individual Lot for the purposes of inspection of the Lake and Common Grounds appurtenant thereto, and replacement, repair and maintenance of the same.

4. ASSESSMENTS. Assessments and payment of assessments shall be as follows:

(a) Annual Accounting. Annually after the close of each calendar year of the Corporation and prior to the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared and furnished to each Member a financial statement prepared by the Corporation, which statement shall show all receipts and expenses received, incurred or paid during the preceding calendar year.

(b) Proposed Annual Budget. Annually before the date of the annual meeting of the Corporation, the Board of Directors 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 furnishing a copy of such proposed budget to each Member at least two weeks prior to the annual meeting. The proposed annual budget shall be submitted to the Members at the annual meeting of the Corporation for adoption, and if so adopted shall be the basis for the regular assessments (hereinafter defined) for the ensuing or current fiscal 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 a 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.

The annual budget, the Regular Assessment and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures, replacement and repair of the Lake and Common Grounds, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Lake and Common Grounds. The Corporation shall maintain such replacement reserve fund for capital expenditures, replacement and repair of the Lake and Common Grounds in a separate interest bearing account or accounts with a savings and loan association or bank authorized to conduct business in Lake County, Indiana, selected from time to time by the Board of Directors.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owner shall not constitute a waiver or release in any manner of the obligations of the Owner to pay the Common Expenses as herein provided whenever determined.

(c) Regular Assessments. Based on the estimated cash requirement for the Common Expenses in the ensuing year together with any deficiency from the previous year as set forth in said budget, the annual budget as adopted shall contain the proposed assessment against each Lot which shall be the same for each Lot. Immediately following the adoption of the annual budget, the Corporation shall give each Owner written notice of such assessment against his Lot (herein called the "Regular Assessment"). The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget including the reserve fund as hereinabove provided. Each Owner shall pay the Regular Assessment against each Lot in advance on or before the first day of April of such calendar year and any delinquent payment shall bear interest at the rate of 18% per annum thereafter until paid in full. The Board of Directors may provide that Owners pay the Assessment in quarterly or monthly installments without interest. Owners shall pay the Regular Assessment to the Board of Directors or as otherwise directed by the Board of Directors. The Regular Assessment for the year shall become a lien on each separate Lot as of April 1 of each calendar year.

(d) Special Assessments. From time to time necessary Special Assessments for Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may be deemed necessary by the Board of Directors. In such event the Board of Directors shall be authorized to adopt a resolution to make such expenditures and shall have the full right, power and authority to make a special assessment of equal amount upon each Lot which shall become a lien on such Lot, upon approval of such resolution by two-thirds of the votes of Class A Members and all of Class B Members at a special meeting of Members only called in accordance with the By-Laws for the purpose of approving or rejecting such resolution (herein called "Special Assessment").

(e) Failure of Owner to Pay Assessments. No Owner may exempt himself from liability for paying Regular Assessments and Special Assessments or for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Lake and Common Grounds or by abandonment of his Lot. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person or entity the liability of such persons and/or entities shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the Corporation may file and foreclose the lien for such Assessment on the Owner's Lot as a mortgage on real property or as otherwise provided by law. Upon failure of the Owner to make timely payment of any Regular Assessment or Special Assessment when due the Board may in its discretion without notice accelerate the entire balance of unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may at its option bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosure or otherwise; the Corporation, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorneys fees) and interest from the date such assessments were due until paid at the rate of Eighteen (18%) percent per annum, all without relief of the valuation and appraisement laws.

(f) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in the Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a mortgage pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law which respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance, provided, however, that the extinguishments or such lien cannot relieve the prior owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof from liability for any installments of Regular Assessment or Special Assessments thereafter becoming due or from the lien therefore. Such unpaid share of any Regular Assessments or Special Assessments, the lien from which has been divested as aforesaid shall be deemed to be a Common Expense collectable from all Owners (including the party acquiring the subject Lot from which it arose).

(g) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser of a Lot, a statement setting forth the amount of the unpaid Regular or Special Assessments against the Lot, which statement shall be binding upon the Corporation and the Members, and any Mortgagee or grantee of the Lot shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statement. The Corporation may assess a charge of \$10.00 for preparation of such statement.

5. INSURANCE. The Corporation shall also obtain comprehensive public liability in such limits, as the Board of Directors shall deem appropriate together with workman's compensation and other liability insurance if deemed necessary and appropriate by the Board of Directors. Such insurance shall also cover any liability claims of any Member of the Corporation. The Corporation shall pay the premium for the insurance as part of the Common Expense.

Each Owner shall have the right to purchase at his own expense any additional insurance he may deem necessary, and each Owner shall be solely responsible for liability insurance and for the fire and extended coverage insurance on his Lot and Building located thereon. All insurance obtained, whether obtained by the Corporation or the Owners, including but not limited to insurance on the Lots, Buildings or individual Dwelling Units, insurance on improvements in the Lake and Common Grounds and liability insurance, shall provide that the insurance company providing such insurance waives its right of subrogation, if any, against the Owners, the Corporation and their agents.

6. CASUALTY AND RESTORATION. In the event that insurance proceeds, if any, received by the Corporation as a result of damage to the Lake and Common Grounds caused by fire or other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged and destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be paid by the Corporation through a special assessment of the Owners with each Owner being assessed an equal amount. Such Special Assessment shall constitute a lien from the time of assessment as provided herein.

7. 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 Corporation. An Owner shall pay the amount of any increase in insurance premium occasioned by his use, misuse, occupancy or abandonment of his Lot or its appurtenances or by his use or misuse of the Lake and Common Grounds.

8. COST AND ATTORNEY'S FEES. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorney's fees incurred in connection with such default or failure.

9. PROCEDURE FOR AMENDMENTS. This Clause VI may be amended at any time by written consent of members of the Corporation holding at least two-thirds (2/3) of the total membership votes as determined by Paragraph 1 of this Clause and evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Lake County, Indiana.

CLAUSE VII ANNEXATION OF ADDITIONAL TRACT

In addition to This Subdivision, Declarant is the owner of the Additional Tract.

At any time prior to December 31, 1992, Declarant without the consent of the Owners may, but is not obligated to, develop the Additional Tract or any part thereof, in substantially the same manner as This Subdivision and file one or more Declarations and Plats for such Additional Tract or part thereof as it desires and convey the Lake and Common Grounds thereof to the Corporation.

In the event the Additional Tract or any part of it is platted for residential use, the Owners of the Lots in the Additional Tract or parts thereof, shall have the same rights and obligations as the Owners herein as members of the Corporation, and the Corporation shall have jurisdiction and authority over the Lake and Common Grounds and Public Areas included therein as its jurisdiction and authority, over any Lakes and Common Grounds, granted in these Covenants; provided the Declarant opts to add the Additional Tract to Castlewood. as it desires and convey the Lake and Common Grounds thereof to the Corporation.

In the event Declarant decides not to develop or plat the Additional Tract or any part of it for residential users, Declarant shall file a Declaration stating that the Additional Tract or any part thereof shall not be developed as contemplated herein: provided, however, any part of the Additional Tract for which a Declaration has not been filed by December 31, 1994, shall be automatically removed from the possibility or having a common entity provide for the maintenance, repair, replacement, administration and operation of any Lake and Common Grounds and Public Areas included in such part of the Additional Tract, unless such is established by the Owners in This Subdivision and those in the Additional Tract.

The assessment which the Owner of each Lot in the Additional Tract or part thereof, if within the jurisdiction of the Corporation shall be obligated to pay shall be equal to that paid by any Owner herein. No assessment on any Lot in the Additional Tract shall be due until such Lot has been conveyed by Declarant and a dwelling constructed thereon is occupied as a residence.

CLAUSE VIII GENERAL PROVISIONS

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph 2 of this Clause VIII for an initial period of 30 years from the date of recording of this Declaration with the Recorder of Lake County, Indiana and thereafter for successive periods of 25 years each.

2. The Covenants set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming, by, through, or under them. These Covenants shall also run for the benefit of the Town of Dyer. Declarant and/or the Town of Dyer shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary level action for damages. Whenever there shall have been built on any Lot in This Subdivision any Structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of 30 days after receipt by the owner of such Lot of written notice of such violation from Declarant and/or the Town of Dyer, then Declarant and/or the Town of Dyer or persons authorized by it shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and/or the Town of Dyer to enforce any of the Covenants herein set forth as to any violation be deemed a waiver of the right to do so as to any violation nor shall such failure entitle any Owner to claim, sue for or receive any damages or other payment from Declarant and/or the Town of Dyer. After the Applicable Date, the Corporation shall have all the authority of Declarant as set forth in this Article VIII, Article 2.

3. The record Owners in fee simple of the residential Lots in This Subdivision may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration except those contained in Clause VI hereof, after having first obtained approval from the Dyer Plan Commission and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

- A. Any such change or changes may be made effective at any time within 30 years from the date of recording of this Declaration if the record Owners in fee simple of at least three-fourths of the Lots in This Subdivision and Declarant consent thereto.

- B. Any such change or changes may be made effective at the end of said initial 30 year period or any such successive 25 year period if the record owners in fee simple of at least two-thirds of the Lots consent thereto at least 5 years prior to the end of any such period.
- C. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners (and Declarant, if-required) and recorded in the Office of the Recorder of Lake County, Indiana.

A recordable certificate by an accredited abstractor or title guaranty company doing business in Lake County, Indiana, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in This Subdivision and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

5. Declarant reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be affective when recorded in the Office of the Recorder of Deeds of Lake County, Indiana and Declarant shall thereupon be relieved and discharged from all such duties so assigned.

6. Each Owner of a Lot in This Subdivision shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. A written or printed notice deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address file by such owner with Declarant shall be sufficient and proper notice to such owner wherever noticed are required in the Declaration.

CLAUSE IX EXCULPATORY CLAUSE

This Declaration is executed by the undersigned, Harold G. Rueth, not individually but solely a General Partner in Declarant Rueth Development Company, an Indiana Limited Partnership, which is the beneficial owner of Trust 2195 at Mercantile National Bank, and said trust is hereby made a part hereof and any claims against said Declarant which may result from the signing of this Declaration shall be payable only out of the trust property which is the subject of this Declaration or held by the undersigned in trust as Trustee and it is expressly understood that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Declarant or for the purpose of binding the Declarant personally, but this Declaration is executed and delivered by the Declarant solely in the exercise of the powers conferred upon him as such General Partner and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said General Partner on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the undersigned are those of the undersigned's beneficiaries only. Any and all personal liability of Harold G. Rueth is hereby expressly waived by the Owners and their respective successors and assigns.

IN WITNESS THEREOF, Declarant has cause this instrument to be executed and attested as of the day and year first above written.

Harold G. Rueth, A General Partner
In Declarant Rueth Development Company

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Harold G. Rueth, a General Partner in Declarant Rueth Development Company and acknowledged the execution of the foregoing instrument as his voluntary act and deed for and on behalf of said Declarant Rueth Development Company for the purpose herein expressed.

Witness my hand and Notary Seal this __4th__ day of January 1988.

Notary Public, Sandy K. Zimmers

My Commission Expires:

____10/5/91_____
County of Residence:

____Lake____

This instrument prepared by: Attorney Timothy M. Rueth