

72-72928

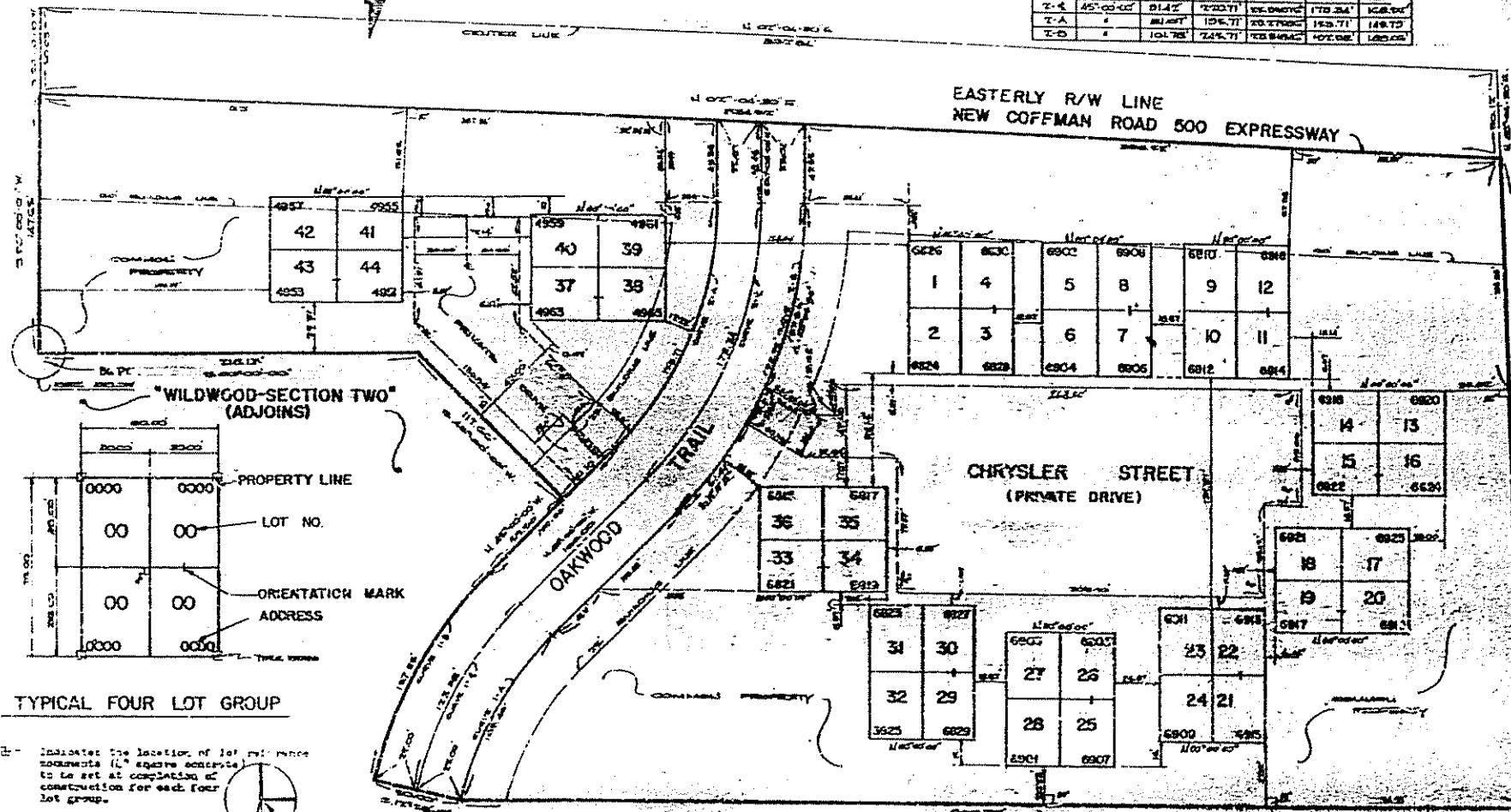
FILED

NOV 05 1972  
FAYE L. MC WEEVEY  
RECORDER  
OF MARION CO  
MARSHAL COURT, MARION

RECORDED FOR RECORD  
11-25-72  
FAYE L. MC WEEVEY  
RECORDER  
OF MARION CO

## CURVE DATA

CODE*	$\Delta$	T	R	D	L	C
I-C	45°00'00"	BLAKE	200.71	100.00	100.00	
I-A	*	MILL COTT	100.71	100.71	100.71	
I-B	*	HOLZER	245.71	102.50	102.50	
Z-C	45°00'00"	BLAKE	200.71	100.00	100.00	
Z-A	*	MILL COTT	100.71	100.71	100.71	
Z-B	*	HOLZER	245.71	102.50	102.50	

EASTERLY R/W LINE  
NEW COFFMAN ROAD 500 EXPRESSWAY

# WILDWOOD

## SECTION ONE

WILDWOOD SECTION THREE  
(ADJOINS)

I hereby certify that the within plat is true and correct and represents a survey of a part of the Northeast Quarter of Section 36, Township 17 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the said Northeast Quarter Section; thence North 60 degrees 11 minutes 00 seconds East along the East line of the said Northeast Quarter Section, 50.11 feet to the Southeast corner of the Northeast Quarter of Section 31, Township 17 North, Range 2 East; thence North 20 degrees 00 minutes 00 seconds along the West line of the said Northeast Quarter Section, 106.50 feet; thence South 50 degrees 00 minutes 00 seconds West, 800.12 feet to the Place of Beginning, continuing thence South 00 degrees 02 minutes 00 seconds along the West line of the said Northeast Quarter Section, 106.50 feet; thence North 02 degrees 01 minutes 30 seconds East along the east Easterly right-of-way line, 836.52 feet; thence North 00 degrees 00 minutes 00 seconds parallel with the East line of the said Northeast Quarter Section, 603.73 feet; thence South 15 degrees 00 minutes 00 seconds East, 300.00 feet; thence South 02 degrees 00 minutes 00 seconds East along the East line of the said Northeast Quarter Section, 210.13 feet to the Place of Beginning, continuing South 00 degrees 00 minutes 00 seconds East, more or less.

Subject to highways, rights-of-way and easements.

This area designated as Common Property contains 1.597 acres more or less.

# SECTION ONE

K LINE 11-12 NOV 1973

I hereby certify that the within plat is true and correct and represents a survey of a part of the Northeast Quarter of Section 17, Township 17 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Northeast Quarter Section; thence North 60 degrees 11 minutes 60 seconds East along the East Line of the said Northeast Quarter Section, 50.33 feet to the Southeast corner of the Northeast Quarter of Section 17, Township 17 North, Range 3 East; thence North 00 degrees 00 minutes 00 seconds along the West Line of the said Northeast Quarter Section and the Rest Line of the said Northeast Quarter of the East Division Road No. Expressway; thence North 02 degrees 11 minutes 30 seconds East along the said Eastarily right-of-way line, 33.52 feet; thence North 00 degrees 00 minutes 00 seconds East, 117.65 feet to the Northeast right-of-way line, 11 feet from said Northeast Quarter Section, 372.71 feet; thence South 00 degrees 00 minutes 00 seconds parallel with the East line of the said Northeast Quarter Section, 603.78 feet; thence South 12 degrees 56 minutes 56 seconds South 15 degrees 00 minutes 00 seconds West from said initial point, the radius point of which, bears North 12 degrees 56 minutes 56 seconds East; thence North 45 degrees 00 minutes 00 seconds West, 16.90 feet; thence South 15 degrees 00 minutes 00 seconds West to a point where the West line of the said Northeast Quarter Section, 216.11 feet to the Place of Beginning, containing 6.669 acres; more or less.

Subject to highway, right-of-way and easements.

This Area designated as "Common Property" contains .597 acres more or less.

This subdivision consists of an lots numbered 1 thru 14 inclusive and "Common Property" as indicated. The size of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof. This survey was made up to date during the month of November, 1971.

Witness my signature this 3<sup>rd</sup> day of November, 1972.



Marion County  
Surveyor  
November 3, 1972  
Marion County Surveyor #4020

The undersigned, Gateway Contractors, Inc., an Indiana Corporation, by John C. Hart, President, and Robert C. Binder, Secretary-Treasurer, being the owners of the above described realty, hereby lay off and subdivide the same into lots, common property, and other facilities for the beneficial use and enjoyment thereof.

The within plat shall be known and designated as "WILDWOOD - SECTION ONE", an Addition in Marion County, Indiana.

- 1. The street shown as numbered Trail is hereby dedicated to the public.
- 2. Lots designated upon the plat as lots numbered 1 through 14, inclusive, are hereby reserved for solely family, residential use.
- 3. Utility services for installation and maintenance of utilities, including storm and sanitary sewers, and drainage, gas, water, telephone and power lines are reserved to the areas designated "Common Property" as shown on the recorded plat, except that no easement shall interfere with the right to construct on such Common Property in the initial development of the Addition; additional easements may be made by separate recorded instrument. Electric and telephone utilities shall have the right to install and to maintain meters, connection boxes and related equipment for all dwelling units within a single structure or one common location designated by the builder on the exterior of such structure and shall have the right to enter upon the lot upon which the same may be located to repair, remove, replace, service and test the same for so long as such utility service shall be made available to any dwelling units within such structure or to any replacement thereof. All rights, easements, utility company and orientation roads, access, overhangs, fixtures and overlaps which are a part of the initial architectural design and construction of buildings upon the lots in this addition, are hereby reserved.
- 4. A sign shall be displayed on public property in this Addition except for purposes of advertising a lot for sale or rent, and then only one sign shall be permitted on any one lot, which sign shall not exceed five (5) square feet in size.
- 5. Garage and workshop facilities to be installed upon any lot in common property, in this Addition, including but not limited thereto, the erection, location, or maintenance of a trailer, tent, garage, workshop, storage building, or any other structure or stored below the surface of the ground, shall be used or maintained in a manner which does not damage or injure the surface or other parts of the land or buildings or stored below the surface of the ground.
- 6. In the event of the sale of any lot in common property, the terms and conditions set forth in an instrument entitled "Declaration of Covenants, Conditions and Restrictions" as recorded in Instrument #10 of the recorder of Marion County, Indiana, and the purchaser of every lot in this Addition takes title thereto, subject to the rights, title and other terms set forth in such instrument, may make certain and reasonable upon the lot lines of any lots shown, to the extent not inconsistent with the Declaration of Covenants, Conditions and Restrictions hereinabove mentioned, shall be governed by the general rules of law regarding property title and liability for property damage due to negligent or willful acts or omissions of persons or corporations shall apply thereto.
- 7. Private drives, as shown on the plat, are reserved for the private use and enjoyment of the owner of lots in this Addition, their families and guests. No private drives shall not be used for parking of vehicles or other equipment, nor shall they be used for storage of discarded articles. No structures, bicycles, toys, boats, trailers, cameras or other personal property shall be allowed to remain on private drives, lawns, sidewalks, walkways, driveways, porches, patios or other such places as within any common property, etc. nor shall such be stored in any single building, walls or otherwise, either in public areas, said drives are "Common Property" and the right of common enjoyment as defined in the above and includes the right ingress-exit.
- 8. An easement reserved from each lot to a street or private drive is hereby reserved for reasonable ingress and egress.
- 9. Common properties, as shown on the plat, are reserved for the common use and enjoyment of the owners of lots in this Addition and any neighboring sections or subdivisions of Wildwood, and their respective facilities and units, subject to rules and regulations governing such use and enjoyment as may be adopted by Wildwood Homes, Inc., an Indiana not-for-profit corporation, its successors or assigns, and restricted over the plot which is not a numbered lot or otherwise specifically designated, is hereby declared and designated common property, but shall not be dedicated to public use.
- 10. Enforceability of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants or conditions contained in said Declaration of Covenants, Conditions and Restrictions; and failure by Wildwood Homes, Inc., or any other to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. These provisions shall remain in full force and effect for the same period of time as specified in the "Declarations of Covenants, Conditions and Restrictions" and may be amended as specified therein.
- 11. Severability or invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 12. Building lines are established as shown on this plat between which lines and the property lines of the street, no structure shall be erected or maintained. No fence, wall, hedge or shrub planting which extends eight (8) feet at elevation between 7 and 6 feet above the street, shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the core of a triangle property corner, from the intersection of the street lines extended. The seven (7) foot eight (8) foot limitations shall apply to any lot fifteen (15) feet from the intersection of a street line with the edge of a private drive. No tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of eight (8) feet.
- 13. The right to and use thereof, hereinafter, shall be retained by The Metropolitan Development Commission, Inc., successors or assigns.

In witness whereof, Gateway Contractors, Inc., an Indiana Corporation, by John C. Hart, President, and Robert C. Binder, Secretary-Treasurer, hereinafter caused their names to be subscribed this day of November, 1972.

John C. Hart

Robert C. Binder

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Gateway Contractors, Inc., by John C. Hart, President and Robert C. Binder, Secretary-Treasurer, whom I know to be the persons whose signatures appear on the foregoing instrument, and

APPROVED THIS 5<sup>th</sup> day  
of November 1973  
for the County of MARION  
State of Indiana

Donald L. Dinkins  
NOTARY PUBLIC

FINAL APPROVAL PLAT COMMITTEE METROPOLITAN DEVELOPMENT COMMISSION BIRMINGHAM & 11TH STREETS MARION COUNTY, INDIANA
<i>November 5, 1973</i>
NOTICE TO THE PUBLIC A PUBLIC NOTICE OF THE PLAT HAS BEEN PUBLISHED <i>Karen A. Franks</i> SECRETARY, PLAT COMMITTEE

VALID UNLESS RECORDED  
DEPUL 12-1-73

GATEWAY CONTRACTORS, INC.

*B*

John C. Hart, President

*R*

Robert C. Binder, Secretary-Treasurer

*S*

MISSING

*T*

RECORDED

*J*

11-12 NOV 1973

November 5, 1973

*Donald L. Dinkins*

2425	5825	28	25	6909	6915
WILLOW				110' 00"	
6901	6907				

Plat No. 1, Section 1, Township 12 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the said Northeast Quarter Section; thence North 60 degrees 11 minutes 60 seconds East along the East line of the said Northeast Quarter Section, 50.33 feet to the Southeast corner, 1046.92 feet; thence South 61 degrees 01 minutes 00 seconds West, 806.18 feet to the Place of Beginning, containing three acres 60 degrees 01 minutes 00 seconds West, 117.65 feet to the Northeast right-of-way line, the New Bedford Park Sub-Easement; thence North 62 degrees 51 minutes 30 seconds East along the said Northeast right-of-way line, 836.52 feet; thence North 68 degrees 01 minutes 30 seconds East, parallel with the South line of the said Northeast Quarter Section, 372.31 feet; thence South 60 degrees 00 minutes 00 seconds parallel with the East line of the said Northeast Quarter Section, 603.78 feet; thence South 32 degrees 58 minutes 58 seconds East to a point on a curve having a radius of 265.71 feet, the radius point of which, lies North 10 degrees 50 minutes 15 seconds East; thence Westerly along said curve, 137.35 feet to a point and 100 feet South 15 degrees 51 minutes 20 seconds West from said radius point; thence North 15 degrees 50 minutes 00 seconds West, 124.40 feet; thence South 15 degrees 50 minutes 00 seconds West, 117.61 feet; thence South 00 degrees 00 minutes 00 seconds parallel with the east line of the said Northeast Quarter Section, 218.11 feet to the Place of Beginning, containing 6.69 acres, more or less.

Subject to highways, rights-of-way and easements.

This area designated as "Common Property" containing 6.69 acres more or less.

This subdivision consists of all lots numbered 1 thru 11, inclusive and "Common Property" as indicated. The size of lots and widths of streets are shown on this plat in figures denoting feet and decimal parts thereof.

This survey was made by me during the month of November, 1971.

Witness my signature this 5<sup>th</sup> day of November, 1971.



The undersigned, Gateway Contractors, Inc., an Indiana Corporation, by John C. Hart, President, and Robert C. Binder, Secretary-Treasurer, being the owners of the above described realty, hereby lay off, plat and subdivide the same into lots, common properties, and other facilities for the beneficial use and enjoyment thereof.

All within plat shall be known and designated as "WILDWOOD - SECTION ONE", an Addition in Marion County, Indiana.

The street shown as "Main Street" is hereby dedicated to the public.  
Lots designated upon the plat as lots numbered 1 through 11, inclusive, are hereby reserved for strictly family, residential use.  
Utilities, pipelines for transportation and maintenance of utilities, including storm and sanitary sewers, and drainage, gas, water, telephone and power lines are reserved to the areas designated "Common Property" as shown on the recorded plan, except that no easement shall interfere with the plot home to be constructed on such Common Property in the initial development of the Addition. Additional easements may be made by separate recorded instrument. Electric and telephone utilities shall have the right to install and to maintain meters, connection boxes and related equipment for all buildings units within the structure of one common location designated by the builder on the exterior of such structure and shall have the right to enter upon the lot upon which the same may be located to repair, replace, perform service and read the same for so long as such utility service shall be made available to any dwelling units within such structure or by any replacement thereof. All rights, easements for all inconveniences and maintenance roads, streets, overhangs, fixtures and improvements which are a part of the initial architectural design and construction of buildings upon the lots in this plot, are hereby reserved.  
A sign shall be displayed on each lot in this Addition except for purposes of advertising, a lot for sale or rent, and there only one sign shall be permitted on any one lot, which sign shall not exceed two feet in height.  
Garage and residential buildings, including single family dwellings, in this Addition, including but not a limitation thereto, the erection, location, or maintenance of a trailer, tent, porch, deck, sunroom, sun porch, sunroom or stored below the surface of the ground.  
The undersigned realty is subject to the terms and conditions set forth in an instrument entitled "Declaration of Covenants, Conditions and Restrictions" as recorded in Instrument #143815 in the Office of the Recorder of Marion County, Indiana and the Purchaser of every lot in this Addition takes title thereto subject to the covenants, terms and other terms set forth in such instrument, subject to all covenants and restrictions upon the lot lines of any lots shown, to the extent not inconsistent with the Declaration of Covenants, Conditions and Restrictions hereinabove mentioned, shall be governed by the general rules of law regarding title, value and liability for property, subject to the requirement of sufficient title and restrictions shall apply thereto.  
Private drives, roads on the plots are reserved for the benefit of the plots in this Addition, their residents and invitees. Said private drives shall not be used for parking or storage of discarded furniture, television, bicycles, tires, tools, trailers, caravans or other such property and shall be used for the convenience of the plots in this Addition, their residents and invitees. No fence, wall, hedge or shrub planting which obscures sight lines at elevations between 1 and 6 feet above the street, shall be placed or permitted to remain in any corner within the triangular area formed by the street property lines and a line connecting points of 6 feet from the intersection of said street lines, or in the case of a triangular property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot situated 6 feet from the intersection of a street line with the edge of a private drive. No tree shall be permitted to remain within such distance of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of sight line.

The right to make short surveys shall be retained by the Metropolitan Development Corporation, its successors or assigns.  
In witness whereof, Gateway Contractors, Inc., an Indiana Corporation, by John C. Hart, President, and Robert C. Binder, Secretary-Treasurer, hereunto caused their names to be subscribed this day of November, 1971.

John C. Hart  
Robert C. Binder  
November 5, 1971

Personally appeared before me, the undersigned, a Notary Public in and for said County and State,  
Gateway Contractors, Inc., by John C. Hart, President, and Robert C. Binder, Secretary-Treasurer, herein,  
and sworn to the truth of the facts contained in the foregoing instrument, and their signatures set her-

APPROVED THE 5th  
NOVEMBER 1971  
CLERK OF MARION COUNTY  
INDIANA

FINAL APPROVAL PLAT COMMITTEE	
Metropolitan Development Corporation Gateway Contractors, Inc.	
November 5, 1971	
John C. Hart, President	
Robert C. Binder, Secretary-Treasurer	

Notarized Nov 5, 1971  
NOTICE TO PUBLIC  
THAT A PUBLIC NOTICE OF THE  
PLAT HAS BEEN PUBLISHED  
Robert C. Binder, Secretary-Treasurer

VOID UNLESS RECORDED  
DEPOLE 12-1-73

