



**Chicago Title Insurance Company**  
Indianapolis Metro Offices  
Telephone (317) 684-3800



## **COVENANTS AND RESTRICTIONS**

# **Wildwood Hills Sec 1**

**(Marion County, IN)**

***The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.***

***The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.***

**DOS=9-25-09**



# 15800 WILDWOOD

## FIRST SECTION

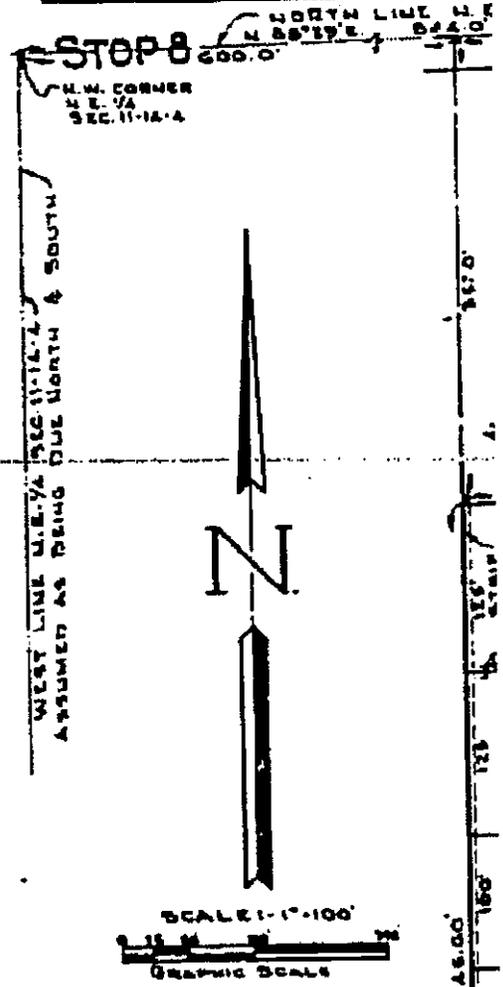
ROBERT SCHENCKEL, BEING A DULY REGISTERED SURVEYOR IN THE STATE OF INDIANA, HEREBY CERTIFY THE WITHIN PLAT TO BE TRUE AND CORRECT, REPRESENTING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 3 EAST, HANCOCK COUNTY, INDIANA, MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID 1-4 SECTION, 100 FEET EAST OF THE NORTHWEST CORNER THEREOF; RUNNING SOUTH 89° 59' 59" WEST PARALLEL TO THE WEST LINE OF SAID 1-4 SECTION 12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A DELTA = 30°-00' AND A RADIUS OF 201.68 FEET; THENCE AS A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE SOUTH 00°-20' WEST AND PARALLEL TO THE WEST LINE OF SAID 1-4 SECTION 201.68 FEET; THENCE DUE SOUTH TO THE CENTER OF A PUBLIC SERVICE COMPANY EASEMENT, 100 FEET; THENCE SOUTH 00°-20' EAST AND ALONG THE EAST LINE OF SAID EASEMENT 242.84 FEET TO THE EAST LINE OF SAID SECTION; THENCE DUE SOUTH AND ALONG SAID EAST LINE 245.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH 00°-20' WEST AND PARALLEL TO THE WEST LINE OF SAID 1-4 SECTION 444.00 FEET; THENCE DUE NORTH TO THE NORTH LINE OF SAID 1-4 SECTION; THENCE DUE WEST ALONG SAID NORTH LINE 60 FEET TO THE POINT OF BEGINNING, BEING ALL 11.10 ACRES MORE OR LESS. SUBJECT TO ALL RIGHTS AND INTERESTS OF ANY.

SAID SECTION BEING DIVIDED INTO 28 LOTS, NUMBERED FROM 1 TO 28, AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE ACTS AND ORDINANCES OF THE STATE OF INDIANA, THE SIZE OF SAID LOTS AND PARTS OF THE SECTIONS ARE SHOWN ON THIS PLAT IN ACCORDANCE WITH THE ACTS AND ORDINANCES THEREOF.

WITNESSED BY ME THIS 10TH DAY OF SEPTEMBER, 1909.

*Robert Schenckel*  
ROBERT SCHENCKEL  
STATE OF INDIANA  
REGISTERED SURVEYOR No. 3907



**CURVE DATA**

| CURVE | Δ      | R      | T       | L       | CH      |
|-------|--------|--------|---------|---------|---------|
| "A"   | 30°00' | 100.00 | 26.73'  | 87.86'  | 81.78'  |
| "B"   | 30°00' | 161.34 | 70.00'  | 154.78' | 158.32' |
| "C"   | 30°00' | 211.34 | 88.80'  | 118.81' | 109.34' |
| "D"   | 00°11' | 78.00  | 29.99'  | 43.72'  | 38.40'  |
| "E"   | 90°00' | 78.00  | 78.00'  | 119.55' | 107.61' |
| "F"   | 40°11' | 178.00 | 44.88'  | 88.83'  | 87.01'  |
| "G"   | 90°00' | 100.00 | 100.00' | 187.06' | 144.82' |
| "H"   | 90°00' | 60.00  | 60.00'  | 78.54'  | 78.71'  |
| "I"   | 45°00' | 80.00  | 31.85'  | 48.87'  | 59.34'  |
| "J"   | 45°00' | 100.00 | 49.91'  | 81.74'  | 79.46'  |
| "K"   | 45°00' | 80.00  | 31.85'  | 48.87'  | 59.34'  |
| "L"   | 45°00' | 100.00 | 49.91'  | 81.74'  | 79.46'  |

# DOD HILLS

## FIRST SECTION

N.E. CORNER  
W. 1/4 - N.E. 1/4  
SEC. 11-14-4

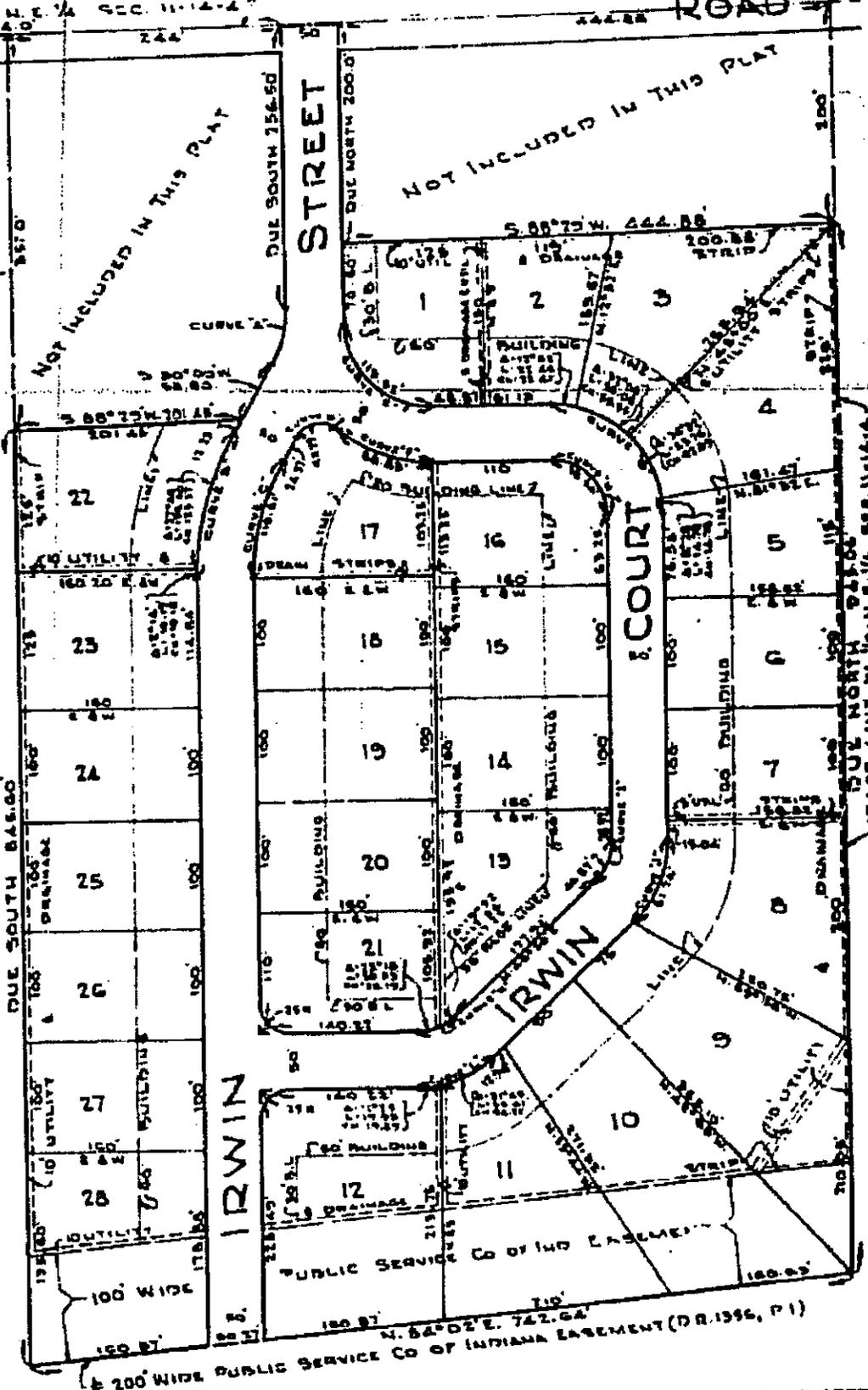
STOP 8  
N.W. CORNER  
E. 1/4  
SEC. 11-14-4

WEST LINE N.E. 1/4 SEC. 11-14-4  
ASSUMED AS BEING DUE NORTH & SOUTH



CURVE DATA

| CURVE | B      | R      | T       | L       | CH      |
|-------|--------|--------|---------|---------|---------|
| "A"   | 30'00" | 100.00 | 16.73'  | 52.56'  | 51.75'  |
| "B"   | 30'00" | 161.24 | 70.06'  | 154.75' | 154.22' |
| "C"   | 30'00" | 211.54 | 84.86'  | 116.81' | 109.54' |
| "D"   | 60'11" | 78.00  | 79.99'  | 49.79'  | 56.48'  |
| "E"   | 90'00" | 78.00  | 78.00'  | 119.51' | 107.61' |
| "F"   | 40'11" | 173.09 | 44.88'  | 88.83'  | 87.01'  |
| "G"   | 93'00" | 100.00 | 100.00' | 157.06' | 141.41' |
| "H"   | 90'00" | 50.00  | 50.00'  | 78.94'  | 78.71'  |
| "I"   | 45'00" | 50.00  | 11.45'  | 48.87'  | 59.74'  |
| "J"   | 45'00" | 100.00 | 49.91'  | 51.74'  | 79.44'  |
| "K"   | 45'10" | 50.00  | 17.75'  | 37.67'  | 54.79'  |
| "L"   | 45'10" | 100.00 | 37.94'  | 75.34'  | 79.87'  |



200' WIDE PUBLIC SERVICE CO OF INDIANA EASEMENT (D.R. 1956, P. 1)

Emil C. Moeller and  
Mary E. Moeller, his wife

Declaration and Agreement as to Covenants and  
Building Restrictions in Respect to Wildwood  
Estates Plan of Tracts Located in the County of  
Marion, Franklin Township, Indiana

**BUILDING RESTRICTIONS**

THIS DECLARATION AND AGREEMENT, made and entered into this tenth day of March, 1960 between Emil C. Moeller and Mary E. Moeller, his wife, Parties of the First Part, and all purchasers and their respective heirs and assigns of tracts in the Wildwood Estates Plan of Tracts, Parties of the Second Part.

WHEREAS, the Parties of the First Part intend to sell and convey the tracts in said Wildwood Estates Plan by deed, referring to restrictive covenants on the part of purchasers contained in this Declaration and Agreement, and which is to be recorded to the end that the restrictive covenants herein imposed shall inure to the benefit of each and all of the purchasers of said tracts;

THE PARTIES OF THE FIRST PART agree that all tracts in said plan shall be sold subject to the respective covenants contained in the Declaration and Agreement, and all purchasers of tracts in said plan, for themselves, their heirs and assigns, by the purchase of said tracts, agree to be bound by the covenants herein contained, by reference in their respective deeds to the Volume and Page in the Recorder's Office where this Declaration and Agreement will be recorded.

The Purchaser as to any lot in the said Wildwood Estates Plan and with the intent to bind all persons with whom the title of said tract may hereafter vest, agrees to the following restrictive covenants:

1. THESE covenants are to run with the land and shall be binding on all parties and persons claiming under them until January first 1975, at which time said covenants shall automatically extend for an additional period of ten years, unless by vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and wither to prevent him or them from so doing or to recover damages or other dues for such violation.

3. All tracts in the plan or tract shall be known and ~~as~~ residential tracts.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building tract other than one semidetached single family dwelling, and a private garage for not more than two cars, and only one residence shall be permitted upon each numbered tract in the plan. No building shall be erected, placed, or altered on any building plot in this Wildwood Estates until the building plans, specifications and plot plan showing location of such building have been approved by Emil C. Moeller and Mary E. Moeller, his wife, as to conformity and harmony of external design with existing structures in the plan or proposed structure, the plans for which have been approved, and also to the location of the building with respect to topography and finished ground elevation. In the event said Emil C. Moeller and Mary E. Moeller, his wife, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building or alteration or construction has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been completely complied with.

5. No building shall be located nearer to the front ~~lot~~ <sup>tract</sup> line on a residential building plot than sixty (sixty 60) feet or with the existing set back line, nor nearer than twenty (20) feet to any side line or street. No building except a detached garage, or any out building located (80) eighty feet or more from the front road line, shall be located nearer than twenty (20) feet to any side line. No residence or attached appurtenance shall be erected on any tract farther than eighty (80) feet from the front tract line.

6. No residential structure shall be erected or placed on any building tract, which has an area of less than fifteen thousand (15,000) square feet, or a width of less than eighty (80) feet at the front building setback line.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

8. No building costing less than ten thousand (\$10,000.00) shall be permitted on any tract in Wildwood Estates, and the ground floor area of the main structure exclusively of one story open porches and garages shall be not less than twelve hundred (1200) square feet in the case of a one story structure, nor less than nine hundred (900) square feet in the case of a one and one-half or two story structure.

9. No building shall be erected or placed on any building tract that does not have an exterior finish of all brick or stone, or partial exterior finish of brick or stone.

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THIS DECLARATION AND AGREEMENT, made and entered into this tenth day of March, 1960 between Emil C. Moeller and Mary E. Moeller, his wife, Parties of the First Part, and all purchasers and their respective heirs and assigns of tracts in the Wildwood Estates Plan of Tracts, Parties of the Second Part:

WHEREAS, the Parties of the First Part intend to sell and convey the tracts in said Wildwood Estates Plan by deed, referring to restrictive covenants on the part of purchasers contained in this Declaration and Agreement, and which is to be recorded to the end that the restrictive covenants herein imposed shall inure to the benefit of each and all of the purchasers of said tracts;

THE PARTIES OF THE FIRST PART agree that all tracts in said plan shall be sold subject to the restrictive covenants contained in the Declaration and Agreement, and all purchasers of tracts in said plan, for themselves, their heirs and assigns, by the purchase of said tracts, agree to be bound by the covenants herein contained, by reference in their respective deeds to the Volume and Page in the Recorder's Office where this Declaration and Agreement will be recorded.

The Purchaser as to any lot in the said Wildwood Estates Plan and with the intent to bind all persons with whom the title of said tract may hereafter vest, agrees to the following restrictive covenants:

1. THESE covenants are to run with the land and shall be binding on all parties and persons claiming under them until January first, 1975, at which time said covenants shall automatically extend for an additional period of ten years, unless by vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and wither to prevent him or them from so doing or to recover damages or other dues for such violation.

3. All tracts in the plan or tract shall be known and used as residential tracts.  
4. No structure shall be erected, altered, placed or permitted to remain on any residential building tract other than one semidetached single family dwelling, and a private garage for not more than two cars, and only one residence shall be permitted upon each numbered tract in the plan. No building shall be erected, placed, or altered on any building plot in this Wildwood Estates until the building plans, specifications and plot plan showing location of such building have been approved by Emil C. Moeller and Mary E. Moeller, his wife, as to conformity and harmony of external design with existing structures in the plan or proposed structure, the plans for which have been approved, and also to the location of the building with respect to topography and finished ground elevation. In the event said Emil C. Moeller and Mary E. Moeller, his wife, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building or alteration or construction has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been completely complied with.

5. No building shall be located nearer to the front ~~lot~~ <sup>street</sup> line on a residential building plot than sixty (sixty 60) feet or with the existing set back line, nor nearer than twenty (20) feet to any side line or street. No building except a detached garage, or any out building located (80) eighty feet or more from the front road line, shall be located nearer than twenty (20) feet to any side line. No residence or attached appendage shall be erected on any tract farther than eighty (80) feet from the front tract line.

6. No residential structure shall be erected or placed on any building tract, which has an area of less than fifteen thousand (15,000) square feet, or a width of less than eighty (80) feet at the front building setback line.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

8. No building costing less than ten thousand (\$10,000.00) shall be permitted on any tract in Wildwood Estates, and the ground floor area of the main structure exclusively of one story open porches and garages shall be not less than twelve hundred (1200) square feet in the case of a one story structure, nor less than nine hundred (900) square feet in the case of a one and one-half or two story structure.

9. No building shall be erected or placed on any building tract that does not have an exterior finish of all brick or stone, or partial exterior finish of brick or stone.

10. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

Page 2 of Declaration and Agreement as to Covenants and Building Restrictions  
in Respect to Wilson's Estate Plan of Tracts Located in the County of  
Marion, Franklin Township, Indiana as set out by Emil C. Moeller and  
Mary E. Moeller, his wife.

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11. Invalidation of any of these covenants by judgment or court order shall in no  
wise affect any of the other provisions, which shall remain in full force and effect.  
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day  
and year aforesaid.

*Emil C. Moeller* (SEAL)

*Mary E. Moeller* (SEAL)



STATES OF INDIANA )  
MARION COUNTY. ) SS.

On this tenth day of March, 1960 before me, a notary public in and for said  
County and State, personally appeared Emil C. Moeller and Mary E. Moeller, his wife,  
known to me, who being duly sworn according to law doth acknowledge the foregoing to  
be their act and deed to the end that it may be recorded as such. Sworn to and  
subscribed before me this 10th day of March, 1960

*Paul J. ...*  
NOTARY PUBLIC

My Commission Expires 11/16, 1962

*Emil C. Moeller*  
*Mary E. Moeller*  
*Paul J. ...*

RECORDED AT  
MARION COUNTY, INDIANA  
9:55  
MAR 11 1960

RECEIVED FOR RECORD  
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THIS DECLARATION AND AGREEMENT, made and entered into this tenth day of March, 1960 between Emil C. Moeller and Mary E. Moeller, his wife, Parties of the First Part, and all purchasers and their respective heirs and assigns of tracts in the Wildwood Estates Plan of Tracts, Parties of the Second Part.

WHEREAS, the Parties of the First Part intend to sell and convey the tracts in said Wildwood Estates Plan by deed, referring to restrictive covenants on the part of purchasers contained in this Declaration and Agreement, and which is to be recorded to the end that the restrictive covenants herein imposed shall inure to the benefit of each and all of the purchasers of said tracts.

THE PARTIES OF THE FIRST PART agree that all tracts in said plan shall be sold subject to the respective covenants contained in the Declaration and Agreement, and all purchasers of tracts in said plan, for themselves, their heirs and assigns, by the purchase of said tracts, agree to be bound by the covenants herein contained, by this reference in their respective deeds to the Volume and Page in the Recorder's Office where this Declaration and Agreement will be recorded.

The Purchaser as to any lot in the said Wildwood Estates Plan and with the intent to bind all persons with whom the title of said tract may hereafter vest, agrees to the following restrictive covenants:

1. THESE covenants are to run with the land and shall be binding on all parties and persons claiming under them until January first 1975, at which time said covenants shall automatically extend for an additional period of ten years, unless by vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and wither to prevent him or them from so doing or to recover damages or other dues for such violation.

3. All tracts in the plan or tract shall be known and used as residential tracts.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building tract other than one semidetached single family dwelling, and a private garage for not more than two cars, and only one residence shall be permitted upon each numbered tract in the plan. No building shall be erected, placed, or altered on any building plot in this Wildwood Estates until the building plans, specifications and plot plan showing location of such building have been approved by Emil C. Moeller and Mary E. Moeller, his wife, as to conformity and harmony of external design with existing structures in the plan or proposed structure, the plans for which have been approved, and also to the location of the building with respect to topography and finished ground elevation. In the event said Emil C. Moeller and Mary E. Moeller, his wife, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building or alteration or construction has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been completely complied with.

5. No building shall be located nearer to the front ~~line~~ line on a residential building plot than sixty (sixty 60) feet or with the existing set back line, nor nearer than twenty (20) feet to any side line or street. No building except a detached garage, or any out building located (80) eighty feet or more from the front road line, shall be located nearer than twenty (20) feet to any side line. No residence or attached appendage shall be erected on any tract farther than eighty (80) feet from the front tract line.

6. No residential structure shall be erected or placed on any building tract, which has an area of less than fifteen thousand (15,000) square feet, or a width of less than eighty (80) feet at the front building setback line.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

8. No building costing less than ten thousand (\$10,000.00) shall be permitted on any tract in Wildwood Estates, and the ground floor area of the said structure exclusively of one story open porches and garages shall be not less than twelve hundred (1200) square feet in the case of a one story structure, nor less than nine hundred (900) square feet in the case of a one and one-half or two story structure.

9. No building shall be erected or placed on any building plot that does not

THIS DECLARATION AND AGREEMENT was entered into this tenth day of March, 1960 between Emil G. Moeller and Mary E. Moeller, his wife, Parties of the First Part, and all purchasers and their respective heirs and assigns of tracts in the Wildwood Estates Plan of Tracts, Parties of the Second Part;

WHEREAS, the Parties of the First Part intend to sell and convey the tracts in said Wildwood Estates Plan by deed, referring to restrictive covenants on the part of purchasers contained in this Declaration and Agreement, and which is to be recorded to the end that the restrictive covenants herein imposed shall inure to the benefit of each and all of the purchasers of said tracts;

THE PARTIES OF THE FIRST PART agree that all tracts in said plan shall be sold subject to the restrictive covenants contained in the Declaration and Agreement, and all purchasers of tracts in said plan, for themselves, their heirs and assigns, by the purchase of said tracts, agree to be bound by the covenants herein contained, by reference in their respective deeds to the Volume and Page in the Recorder's Office where this Declaration and Agreement will be recorded.

The Purchaser as to any lot in the said Wildwood Estates Plan and with the intent to bind all persons with whom the title of said tract may hereafter vest, agrees to the following restrictive covenants:

1. THESE covenants are to run with the land and shall be binding on all parties and persons claiming under them until January first, 1975, at which time said covenants shall automatically extend for an additional period of ten years, unless by vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein mentioned, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants; and wither to prevent him or them from so doing or to recover damages or other dues for such violation.

3. All tracts in the plan or tract shall be known and used as residential tracts.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building tract other than one semi-detached single family dwelling, and a private garage for not more than two cars, and only one residence shall be permitted upon each numbered tract in the plan. No building shall be erected, placed, or altered on any building plot in this Wildwood Estates until the building plans, specifications and plot plan showing location of such building have been approved by Emil G. Moeller and Mary E. Moeller, his wife, as to conformity and harmony of external design with existing structures in the plan or proposed structure, the plans for which have been approved, and also to the location of the building with respect to topography and finished ground elevation. In the event said Emil G. Moeller and Mary E. Moeller, his wife, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin the erection of such building or alteration or construction has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been completely complied with.

5. No building shall be located nearer to the front <sup>lot</sup> line on a residential building plot than sixty (sixty 60) feet or with the existing set back line, nor nearer than twenty (20) feet to any side line or street. No building except a detached garage, or any out building located (80) eighty feet or more from the front road line, shall be located nearer than twenty (20) feet to any side line. No residence or attached appendance shall be erected on any tract farther than eighty (80) feet from the front tract line.

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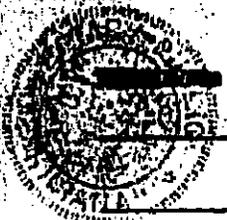
9. No building shall be erected or placed on any building tract that does not have an exterior finish of all brick or stone, or partial exterior finish of brick or stone.

10. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

Page 2 of Declaration and Agreement as to Covenants and Building Restrictions in Respect to Wildwood Estates Plan of Tracts Located in the County of Marion, Franklin Township, Indiana as set out by Emil C. Moeller and Mary E. Moeller, his wife.

11. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year aforesaid.

Emil C. Moeller (SEAL)  
Mary E. Moeller (SEAL)



STATE OF INDIANA }  
MARION COUNTY } SS.

On this tenth day of March, 1960 before me, a notary public in and for said County and State, personally appeared Emil C. Moeller and Mary E. Moeller, his wife, known to me, who being duly sworn according to law doth acknowledge the foregoing to be their act and deed to the end that it may be recorded as such. Sworn to and subscribed before me this 10th day of March, 1960

*Emil C. Moeller*  
*Mary E. Moeller*

Emil C. Moeller  
NOTARY PUBLIC  
My Commission Expires 12/16/1962

RECORDED AT  
MARION COUNTY, INDIANA  
MAR 11 1960

AMENDMENT to paragraph 5--  
5a--In the event the garage being a two-car garage attached to the living area then only shall the side yard be permitted to be adjacent to a fifteen (15) foot side yard and no less. At all times the overall structure of the living area and garage area shall be placed so that the side yards remain the same and never to be less than fifteen (15) feet.

We duly amend this declaration and agreement so as to permit a balanced home when the two car garage is attached. In no other event shall the side yard in paragraph five be changed.

This amendment shall be considered a part of the original Declaration and Agreement above described. IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the 12th day of March 1960.



Emil C. Moeller  
Mary E. Moeller

Subscribed and Sworn to before me a Notary Public in and for Marion County, Indiana this 12th day of April 1960

My Commission expires  
12/16/1962

Emil C. Moeller  
Notary Public

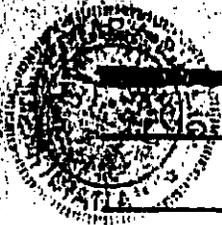
RECORDED AT  
MARION COUNTY, INDIANA  
APR 12 1960

In Respect to Wildwood Estates Plan of Tracts Located in the County of Marion, Franklin Township, Indiana as set out by Emil C. Moeller and Mary E. Moeller, his wife.

11. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year aforesaid.

Emil C. Moeller (SEAL)

Mary E. Moeller (SEAL)



STATE OF INDIANA }  
MARION COUNTY } ES.

On this tenth day of March, 1960 before me, a notary public in and for said County and State, personally appeared Emil C. Moeller and Mary E. Moeller, his wife, known to me, who being duly sworn according to law doth acknowledge the foregoing to be their act and deed to the end that it may be recorded as such. Sworn to and subscribed before me this 10th day of March, 1960

Paul D. Moeller  
NOTARY PUBLIC

My Commission Expires 4/16/1962

*Handwritten notes:*  
Warrant by -  
and all.

RECORDED BY  
MAR 11 1960

AMENDMENT to paragraph 5--

5a--In the event the garage being a two-car garage attached to the living area then only shall the side yard be permitted to be adjusted to a fifteen (15) foot wide yard and no less. At all times the overall structure of the living area and garage area shall be placed so that the side yards remain the same and never to be less than fifteen (15) feet.

We duly amend this declaration and agreement so as to permit a balanced home when the two car garage is attached. In no other event shall the side yard in paragraph five be changed.

This amendment shall be considered a part of the original Declaration and Agreement above described.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the 12th day of March 1960.



Emil C. Moeller

Mary E. Moeller

Subscribed and Sworn to before me a Notary Public in and for Marion County, Indiana this 12th day of April 1960

My Commission expires Apr 16, 1962

Paul D. Moeller  
Notary Public

*Handwritten notes:*  
In case by Paul D. Moeller  
and checked by attorney

RECORDED BY  
APR 14 1960