

The undersigned, Gateway Contractors, Inc., an Indiana Corporation, by John C. Hart, President, and Robert Binder, Secretary-Treasurer, have subdivided 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 TWO", an Addition in Marion County, Indiana.

- A. The street shown as Oakwood Trail is hereby dedicated to the public.
- B. Lots designated upon the plat as lots numbered 45 through 104, inclusive, are hereby reserved for residential use.
- C. Utility easements for installation and maintenance of utilities, including storm and sanitary sewers, shall be reserved for the common use and enjoyment of the owners of the lots. Reservations may be made by separate recorded instrument. Electric and telephone utilities shall be reserved for the common use and enjoyment of the owners of the lots. All utility easements shall be located to repair, remove, replace, service and read the same for so long as such utility service is required on the lots in this Addition, are hereby reserved.
- D. Air rights easements for wall irregularities and extension roofs, eaves, overhangs, fixtures and other appurtenances, are hereby reserved.
- E. No sign shall be displayed to public view on any lot in this Addition except for purposes of advertisement and shall not exceed five square feet in size.
- F. Nuisances and noxious activities are prohibited upon any lot or common property in this Addition. No building, shack, barn or other outbuilding, and no lot or common property shall be used or maintained as a parking area, which either shall be kept inside buildings or stored below the surface of the ground.
- G. All of the above-described realty is subject to the terms and conditions set forth in an instrument recorded in the Office of the Recorder of Marion County, Indiana, and the purchaser of every lot in this Addition shall be bound by the general rules of law regarding party walls and liability for property damage due to party walls.
- H. Party walls erected and maintained upon the lot lines of any lots shown, to the extent not inconsistent with the general rules of law regarding party walls and liability for property damage due to party walls, are reserved for the common use and enjoyment of the owners of the lots.
- I. Private drives, as shown on the plat, are reserved for the common use and enjoyment of the owners of the lots. Other private property shall be allowed to obstruct any private drive, or any sidewalks, walkways or other appurtenances, stored in the open alongside building walls or other locations of public view. Said drives are reserved for the right of ingress - egress for trash removal vehicles.
- J. A non-exclusive easement from each lot to a street or private drive is hereby reserved for the common use and enjoyment of the owners of the lots.
- K. Common Properties, as shown on the plat, are reserved for the common use and enjoyment of the owners of the lots or assigns. All land depicted upon the plat which is not a numbered lot or otherwise specifically reserved for a particular use is hereby reserved for the common use and enjoyment of the owners of the lots for public use.
- L. Enforcement of these covenants and restrictions shall be by any proceeding at law or inequity to restrain violation or to recover damages against land to enforce any lien created by these covenants and restrictions and failure by Wildwood Homes, Inc. or any owner to enforce any of said covenants or restrictions shall be a breach of the full force and effect for the same period of time as specified in the "Declaration of Covenants, Conditions and Restrictions".
- M. Severability of invalidation of any one of these covenants or restrictions by judgement of court shall not affect the validity of the remaining covenants or restrictions.
- N. Building lines are established as shown on this plat between which lines and the property lines of the lots and a line connecting points 25 feet from the intersection of said street lines, or in the case of a street line with the lot line, shall be placed and a line connecting points 25 feet from the intersection of a street line with the lot line shall be placed unless foliage line is maintained at sufficient height to prevent obstruction of sight lines.
- O. The right to enforce these Covenants shall be retained by the Metropolitan Development Commission.

of

1973.

STATE OF INDIANA )  
COUNTY OF MARION ) SS

Personally appeared before me, the undersigned, a Notary Public in and for said County and State of Indiana, Gateway Contractors, Inc., by John C. Hart, President, and Robert C. Binder, Secretary-Treasurer, owners of the above and foregoing certificate as its and their voluntary act and deed for the uses and purposes therein expressed.



*James E. Dan*  
Notary Public

My Commission Expires May 23, 1977

APPROVED THIS 13<sup>th</sup>  
DAY OF June 1973  
AUDITOR OF MARION COUNTY  
R.W. Calvert DRAFTSMAN

73. 2676

This Instrument was prepared by Paul I. Cripe, Inc., by James E. Dan



... use and enjoyment thereof.

... an Addition in Marion County, Indiana.

... are hereby reserved for single family, residential use. storm and sanitary sewers, and drainage. Gas, water, telephone and power lines, are reserved to the area designated "Common Property" in the initial development of the Addition. Additional 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 exchanged, fixtures and overlaps which are a part of the initial architectural design and construction of buildings upon the

... 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 be reserved for reasonable ingress and egress. such use and enjoyment as may be adopted by Wildwood Homes, Inc., an Indiana not-for-profit corporation, its successors or otherwise specifically designated, is hereby declared and designated "Common Property", but shall not be dedicated to

... law or inequity against any person or persons violating or attempting to violate any covenant or restriction on either to or restrictions shall in no event be deemed a waiver of the right to do so thereafter. These provisions shall remain in judgement of court order shall in no way effect any other provision which shall remain in full force and effect. et, shall be placed or permitted to remain in any corner within the triangular area formed by the street property lines street line with the edge of a rounded property corner, from the intersection of the street lines extended. The same sight line

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GATEWAY CONTRACTORS, INC.  
John G. Hart, President  
Robert C. Binder, Secretary-Treas.

FINAL APPROVAL  
PLAT COMMITTEE  
METROPOLITAN DEVELOPMENT COMMISSION  
DIVISION OF PLANNING & ZONING  
MARION COUNTY, INDIANA

1073



72. 72930

21. 59

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Gateway Contractors, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Indianapolis, County of Marion, State of Indiana:

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 00 degrees 11 minutes 00 seconds East along the East line of the said Northeast Quarter Section, 50.33 feet to the Southwest corner of the Northwest Quarter of Section 31, Township 17 North, Range 3 East; thence North 00 degrees 00 minutes 00 seconds along the West line of the said Northwest Quarter Section and the East line of the said Northeast Quarter Section, 1086.92 feet; thence South 90 degrees 00 minutes 00 seconds West, 806.18 feet to the Place of Beginning; continuing thence South 90 degrees 00 minutes 00 seconds West, 147.65 feet to the Easterly right-of-way line of the New Coffman Road 500 Expressway; thence North 02 degrees 04 minutes 30 seconds East along the said Easterly right-of-way line, 834.52 feet; thence North 88 degrees 04 minutes 30 seconds East, parallel with the North line of the said Northeast Quarter Section, 372.31 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 58 minutes 15 seconds West, 50.00 feet to a point on a curve having a radius of 245.71 feet, the radius point, of which, bears North 12 degrees 58 minutes 15 seconds East; thence Westerly along said curve, 137.35 feet to a point which bears South 45 degrees 00 minutes 00 seconds West from said radius point; thence North 45 degrees 00 minutes 00 seconds West, 58.90 feet; thence South 45 degrees 00 minutes 00 seconds West, 117.66 feet; thence South 00 degrees 00 minutes 00 seconds parallel with the East line of the said Northeast Quarter Section, 218.13 feet to the Place of Beginning, containing 6.049 acres, more or less.



NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Wildwood Homes, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as surety for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All areas designated "Common Area" on the recorded plat of Wildwood Homes, Inc., recorded as Document 72-72928 in the Office of the Recorder of Marion County, Indiana.

Gateway Contractors, Inc. in recording this plat of Wildwood has designated said areas of land as playgrounds and common area intended for use by the homeowners in Wildwood for recreation and other related activities.



Section 5. "Lots" shall mean and refer to any plot, plots or parts of plots of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, upon which one dwelling unit is constructed.

Section 6. "Declarant" shall mean and refer to Gateway Contractors, Inc., its agents and employees, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Class I Lots" shall mean and refer to any Lot upon which there is a residence or single family unit which has been completed as evidenced by a FHA or VA notice of final inspection, or other appropriate evidence of compliance.

Section 9. "Class II Lots" shall mean and refer to any vacant Lot or Lot upon which a residence or single family unit has not been completed.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.



(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of the Association to limit the number of guests of members.

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the rights of such mortgagee in such properties shall be subordinate to the rights of the homeowners hereunder; provided, however, that the improvements to the Common Area shown on the plat shall be completed and paid for by Declarant prior to the first conveyance of a Lot.

(f) the right of the Association, through its Board of Directors to determine the time and manner of use of the recreation facilities by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.



Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B. membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or,
- (b) on December 31, 1974

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be a



personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to the Owner, the maximum annual assessment shall be \$252.00 per Lot.

(a) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in



whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Class I Lots and Class II Lots, although the assessments on all Class II Lots shall be fixed at 25% of the assessment upon all Class I Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.



The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.



Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty per cent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of this type of project. The Association shall require a fidelity bond from the management agent for <sup>16 2/3</sup> per cent of the estimated annual gross receipts to be collected by the management agent.



ARTICLE V  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and connects two dwelling units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.



Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.)



ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. (Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.)

As long as the Properties are subject to their Declaration of Covenants, Conditions and Restrictions, each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the exterior maintenance contemplated herein.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures intended for residential purposes shall be erected within the Lot lines and no subsequent buildings or structures other than townhouse apartments, being single family townhouses joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer,



basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either permanently or temporarily.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said Townhouses to maintain during the period of construction and sale of said Townhouses, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhouses.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period and of Wildwood Homes, Inc., a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Indiana, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.



Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept from view of neighboring Townhouses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Wildwood Homes, Inc., and is necessary for the protection of said Owners.

Section 8. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Townhouses, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.



Section 9. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhouse or impair any easement or hereditment, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

Section 10. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than the aerial for a master antenna system, should any such master antenna system or systems be utilized and require any such exterior antenna.

Section 11. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX

EASEMENTS

Section 1. Each Townhouse and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhouses is partially or totally destroyed, and then rebuilt, the owners of the Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the



maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Townhouse to perform the duties of maintenance and repair of the Townhouses or Common Acre provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises. An easement is granted to the Board of Public Works, all law enforcement agencies and the fire department to enter upon the property in the performance of their duties.



Section 3. Underground single phase electric service shall be available to all residential Townhouses on the aforesaid Lots and the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have an easement as designated on the recorded plat thereof.

Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, other than crossing walkways or driveways.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and



thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation of Additional Property.

A. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

B. Additional land adjacent to Wildwood Homes, Inc. may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.



Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned have set their hands this 25th day of October , 1972.

\_\_\_\_\_  
GATEWAY CONTRACTORS, INC.

BY: \_\_\_\_\_

*Robert C. Binder*  
\_\_\_\_\_



STATE OF INDIANA )  
                          )  
                          ) SS:  
                          )  
COUNTY OF MARION )

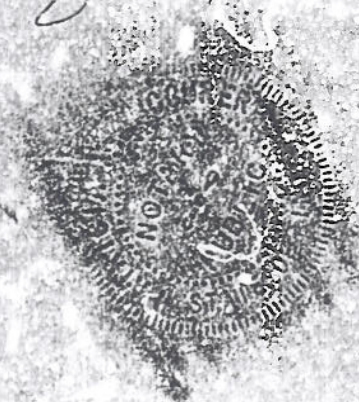
Before me, a Notary Public in and for said County and State, personally appeared Gateway Contractors, Inc./Indiana by John C. Hart its President and Robert C. Binder its Vice President who acknowledged the execution of the foregoing instrument as the free and voluntary act of the Corporation.

Witness my hand and Notarial Seal this 25th day of October, 1972.

Patricia M. McGee  
NOTARY PUBLIC

My Commission Expires:

May 20, 1973



This instrument was prepared by D. Richard Keppler, Attorney at Law, Suite 2050, One Indiana Square, Indianapolis, Indiana 46204



CROSS REFERENCE

73- 5826

CROSS REFERENCE

4, 70

DECLARATION OF ANNEXATION

This Declaration of Annexation is made by Gateway Contractors, Inc. (Declarant) an Indiana Corporation, this 30th day of January, 1973.

WITNESSETH:

That Declarant is the owner of a certain tract of real estate more particularly described in Exhibit "A" attached hereto;

That Declarant caused to be executed and recorded a Declaration of Covenats, Conditions and Restrictions, said Declaration being recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 72-72930, for a tract of real estate therein described;

That the said Declaration of Covenants, Conditions and Restrictions provides that additional land adjacent thereto may be annexed by Declarant if it is in accord with a general plan approved by FHA;

That FHA has approved the plan of annexation;

That the real estate described in Exhibit "A" is adjacent thereto.

NOW THEREFORE,

Declarant hereby annexes and subjects the tract described in Exhibit "A" attached hereto to the said Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 72-72930 incorporating by reference all the terms and conditions of said Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Annexation to be executed on the date first above written.

GATEWAY CONTRACTORS, INC.

*John L. Curtis, V.P.*  
*Ralph H. Leiby, Asst Sec*

RECEIVED FOR RECORD  
JAN 30 2 58 PM '73  
FAYE J. BERRY  
RECORDER  
OF MARION CO.



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, appeared Gateway Contractors, Inc.,  
by John L. Coates its Vice President and Richard H. Stohly its Assistant Secretary, who acknowledged the execution of the foregoing instrument as the free and voluntary act of the Corporation.

Witness my hand and notarial seal this 30th day of January, 1973.

Janice L. Coates  
Notary Public

MY COMMISSION EXPIRES:

February 1, 1976

This Instrument prepared by D. Richard Keppler, Attorney at Law.



EXHIBIT "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 00 degrees 11 minutes 00 seconds East along the East line of the said Northeast Quarter Section. 50.33 feet to the Southwest corner of the Northwest Quarter of Section 31, Township 17 North, Range 3 East; thence North 00 degrees 00 minutes 00 seconds along the West line of the said Northwest Quarter Section and the East line of the said Northeast Quarter Section, 1086.92 feet; thence South 90 degrees 00 minutes 00 seconds West, 25.00 feet to the Place of Beginning, said Place of Beginning also being on the existing West right-of-way line of old Coffman Road; continuing thence South 90 degrees 00 minutes 00 seconds West, 781.18 feet to the Southeast corner of "Wildwood-Section One", the plat, of which, was recorded November 30, 1972, as Instrument #7272928 in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Eastern boundaries of the said "Wildwood-Section One"); thence North 00 degrees 00 minutes 00 seconds parallel with the East line of the said Northeast Quarter Section, 218.13 feet; thence North 45 degrees 00 minutes 00 seconds East, 117.66 feet; thence South 45 degrees 00 minutes 00 seconds East 58.90 feet to a curve having a radius of 245.71 feet, the radius point of which bears North 45 degrees 00 minutes 00 seconds East; thence in an Easterly direction along the said curve 137.35 feet to a point which bears South 12 degrees 58 minutes 15 seconds West from said radius point; thence North 12 degrees 58 minutes 15 seconds East, 50.00 feet to a point on a curve having a radius of 195.71 feet, the radius point of which bears North 12 degrees 58 minutes 15 seconds East; thence Easterly along said curve 44.30 feet to a point which bears South 00 degrees 00 minutes 00 seconds from said radius point; thence North 90 degrees 00 minutes 00 seconds East, 221.29 feet; thence North 00 degrees 00 minutes 00 seconds, 119.99 feet to a point which lies South 89 degrees 33 minutes 00 seconds West, 286.30 feet from a point on the East line of the said Northeast Quarter Section, which point on said East line lies South 00 degrees 00 minutes 00 seconds, 1175.80 feet from the Northeast corner of the said Northeast Quarter Section, thence North 89 degrees 33 minutes 00 seconds East, 261.30 feet to the existing West right-of-way line of old Coffman Road; thence South 00 degrees 00 minutes 00 seconds along the said right-of-way line, 359.76 feet to the Place of Beginning containing 5.019 acres, more or less.

RECEIVED FOR RECORD  
JUN 30 3 00 PM '73  
FAYE L. MOWERY  
RECORDER  
OF MARION CO.