

for replat of plat 23 See P.B 11 page 118-119

This document referred to in Document No. FILE # 11-59  
Nov. 10-4-95

95

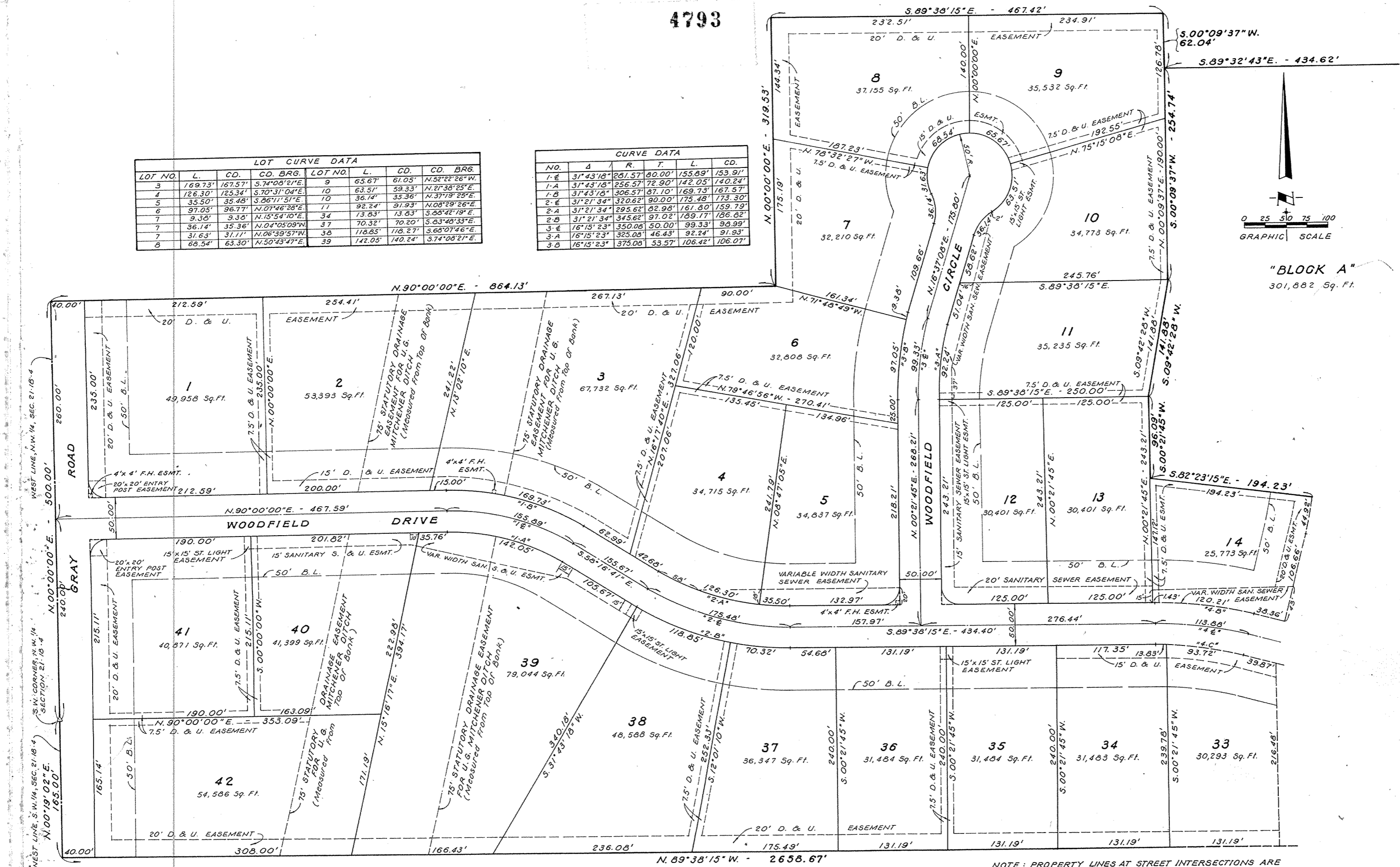
# WOODFIELD - SECTION ONE "REPLAT"

A REPLAT OF WOODFIELD ACRES SECTION ONE & PART OF THE WEST HALF OF SECTION 21-T18N-R4E

4793

LOT CURVE DATA						
LOT NO.	L.	CD.	CD. BRG.	LOT NO.	CD.	CD. BRG.
3	169.73'	127.57'	S. 74° 08' 21" E.	9	63.67'	N. 52° 22' 26" W.
4	126.30'	125.34'	S. 70° 31' 04" E.	10	63.57'	N. 27° 36' 25" E.
5	35.50'	35.48'	S. 86° 11' 51" E.	11	92.74'	N. 31° 12' 23" E.
6	97.05'	96.77'	N. 07° 08' 38" E.	12	92.24'	N. 08° 29' 26" E.
7	3.35'	3.35'	N. 15° 54' 10" E.	13	13.83'	S. 05° 42' 19" E.
7	36.14'	35.36'	N. 04° 05' 09" W.	14	70.32'	S. 63° 40' 33" E.
7	31.63'	31.11'	N. 06° 39' 37" W.	15	116.85'	S. 68° 07' 44" E.
8	68.54'	63.30'	N. 50° 43' 47" E.	16	142.05'	N. 00° 00' 00" E.

CURVE DATA					
NO.	A	R	T	L	CD.
1-A	37° 43' 18"	261.57'	90.00'	155.89'	153.91'
1-B	37° 43' 18"	256.57'	72.90'	142.05'	140.24'
2-A	37° 21' 34"	320.62'	90.00'	175.48'	173.30'
2-B	37° 21' 34"	295.62'	90.00'	161.80'	159.79'
3-A	31° 21' 30"	343.62'	97.02'	189.17'	186.62'
3-B	16° 15' 23"	350.08'	50.00'	99.33'	90.99'
3-C	16° 15' 23"	325.08'	46.43'	92.24'	91.93'
3-D	16° 15' 23"	375.08'	53.57'	106.42'	106.07'



NOTE: PROPERTY LINES AT STREET INTERSECTIONS ARE ROUNDED BY A 20 FOOT RADIUS. HOWEVER, DIMENSIONS SHOWN ARE TO THE P.I. OF THE 20 FOOT RADIUS.

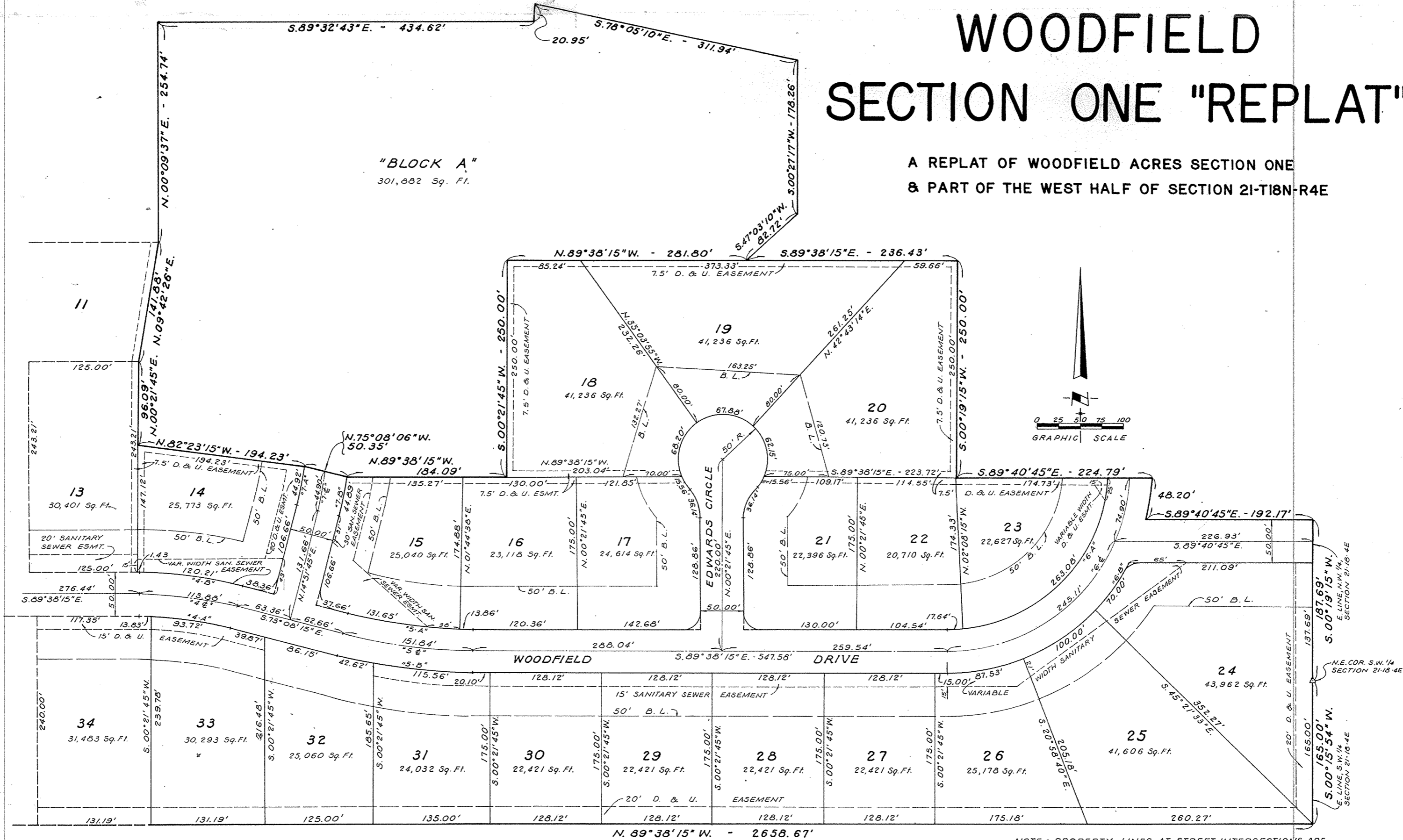
RECEIVED FOR RECORD  
 AT 2 O'CLOCK P.M.  
 APR 25 1979  
 BOOK 7 PAGE 95-97  
 Mary H. Clark  
 RECORDER HAMILTON COUNTY, INDIANA

DULY ENTERED FOR TAXATION  
 25<sup>th</sup> day April 1979  
 Barbara J. Jennings Auditor  
 Hamilton County

96

# WOODFIELD SECTION ONE "REPLAT"

## A REPLAT OF WOODFIELD ACRES SECTION ONE & PART OF THE WEST HALF OF SECTION 21-T18N-R4E



LOT CURVE DATA							
LOT NO.	L.	CD.	CD. BRG.	LOT NO.	L.	CD.	CD. BRG.
14	120.21'	119.09'	N.82°23'15"W	21	15.36'	15.50'	N.32°51'23"E
14	44.98'	44.89'	S.11°14'15"W	21	36.74'	35.36'	N.27°04'00"E
15	44.98'	44.87'	N.11°41'14"E	22	17.54'	17.63'	N.87°31'52"E
15	131.65'	131.37'	N.02°41'49"W	23	263.08'	241.47'	N.44°08'37"E
16	13.66'	13.66'	N.08°56'49"W	24	70.00'	69.74'	N.36°06'39"E
17	36.14'	35.36'	S.20°20'33"E	25	100.00'	99.25'	N.56°19'54"E
17	15.36'	15.50'	S.32°07'33"E	26	67.53'	67.00'	N.78°41'32"E
18	68.20'	63.03'	S.15°51'34"W	31	115.56'	115.39'	S.04°20'27"E
19	67.66'	62.79'	N.06°10'21"W	32	42.62'	42.61'	S.77°05'27"E
20	62.15'	58.23'	S.11°40'10"E	33	93.72'	93.53'	S.01°27'19"E

CURVE DATA				
NO.	B	R	T	CD.
4-A	14°30'00"	450.00'	57.25'	113.58'
4-A	14°30'00"	425.00'	54.01'	107.56'
4-B	14°30'00"	475.00'	60.43'	119.09'
5-E	14°30'00"	600.00'	76.33'	151.84'
5-A	14°30'00"	625.00'	79.57'	157.75'
5-B	14°30'00"	575.00'	71.15'	145.13'
6-E	07°45'37"	210.00'	200.37'	209.93'
6-A	06°56'27"	105.00'	100.72'	254.55'
6-B	07°36'04"	235.00'	225.36'	325.37'
7-E	06°48'24"	380.00'	22.45'	44.90'
7-A	07°15'00"	355.00'	22.49'	44.99'
7-B	06°21'06"	405.00'	22.47'	44.69'

RECEIVED FOR RECORD AT 2 O'CLOCK P.M.

APR 25 1979

BOOK 7 PAGE 95-97  
Mary H. Clark  
RECORDER HAMILTON COUNTY, INDIANA

NOTE: PROPERTY LINES AT STREET INTERSECTIONS ARE ROUNDED BY A 20 FOOT RADIUS. HOWEVER, DIMENSIONS SHOWN ARE TO THE P.I. OF THE 20 FOOT RADII.

I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plat represents a Replat of Woodfield Acres, Section One, as per plat thereof, recorded in Plat Book 7, page 72 in the Office of the Recorder of Hamilton County, Indiana, and Part of the West Half of Section 21, Township 18 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of Section 21, Township 18 North, Range 4 East; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) on the West line of said Northwest Quarter 500.00 feet; thence North 90 degrees 00 minutes 00 seconds East 864.13 feet; thence North 00 degrees 00 minutes 00 seconds parallel with said West line 319.53 feet to a point on a line which is parallel with and 825.00 feet North 00 degrees 00 minutes 00 seconds of the South line of said Northwest Quarter; thence South 89 degrees 38 minutes 15 seconds East on said line and parallel with the South line of said Northwest Quarter 467.42 feet; thence South 00 degrees 09 minutes 37 seconds West 62.04 feet; thence South 89 degrees 32 minutes 43 seconds East 434.62 feet to a point on a non-tangent curve to the Left the radius-point of which bears North 71 degrees 13 minutes 38 seconds West 175.00 feet from said point; thence Northwesterly on said curve 20.95 feet to a point which bears South 78 degrees 05 minutes 10 seconds East 175.00 feet from the aforesaid radius point; thence South 78 degrees 05 minutes 10 seconds East 311.94 feet; thence South 00 degrees 27 minutes 17 seconds West 178.26 feet; thence South 47 degrees 03 minutes 10 seconds West 22.72 feet; (the foregoing courses and distances being on the boundary of said Woodfield Acres, Section One); thence South 89 degrees 38 minutes 15 seconds East 236.43 feet; thence South 00 degrees 19 minutes 15 seconds West 250.00 feet; thence South 89 degrees 40 minutes 45 seconds East 224.79 feet to a point on a non-tangent curve to the right, the radius point of which bears North 87 degrees 14 minutes 19 seconds West 235.00 feet from said point; thence Southwesterly on said curve 48.20 feet to a point which bears South 75 degrees 29 minutes 14 seconds East 192.17 feet to the East line of said Northwest Quarter; thence South 00 degrees 19 minutes 15 seconds West on said East line 181.69 feet to the Northeast corner of the Southwest Quarter of Section 21, Township 18 North, Range 4 East; thence South 00 degrees 15 minutes 54 seconds West on the East line of said Southwest Quarter 165.00 feet; thence North 89 degrees 38 minutes 15 seconds West parallel with the North line of said Southwest Quarter 268.67 feet to the West line of said Southwest Quarter; thence North 00 degrees 19 minutes 02 seconds East on said West line 165.00 feet to the place of beginning, containing 45.75 acres, more or less.

Subject to the Statutory Easement for the U.G. Mitchener Ditch (legal drain); subject further to all other legal easements and rights-of-way.

This subdivision consists of 42 lots, numbered 1 through 42, both inclusive, and Block "A", with streets as shown hereon. The size of lots and width of street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 14th day of March, 1979.

Allan H. Weir, Reg. L.S., Indiana #10398



# WOODFIELD - SECTION ONE "REPLAT"

A REPLAT OF WOODFIELD ACRES SECTION ONE &  
PART OF THE WEST HALF OF SECTION 21-T18N-R4E

The undersigned, Woodfield Development Corp., by Robert C. Langston, President, owner of the real estate shown and described herein, does hereby certify that he has laid off, platted and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. The following restrictions, limitations, and covenants are hereby imposed upon and shall run with the land contained in such plat.

This subdivision shall be known and designated as WOODFIELD, SECTION ONE, (Replat), a subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the used of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than twenty-four hundred (2400) square feet in the case of a one-story structure, nor less than fourteen hundred (1400) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of two thousand six hundred (2600) square feet of finished and liveable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.

No trailer, tent, shack, attached shed, basement, garage, barn or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to a residence in this subdivision shall be of permanent type of construction and conform to the general architecture and appearance of such residence.

No fence shall be erected in this subdivision between the building lines and the property line of the streets as shown on the within plat, except with approval of the Developer, which fences shall not exceed 42 inches in height and shall be of a decorative nature.

No building structure or accessory building shall be erected closer to the side of any lot than 15 feet, however, any proposed construction closer than 20 feet to the side of any lot must be approved by the Developer. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

No structure in this subdivision, without special approval from the Developer shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the under side of eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

No boat, trailer or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by Developer, owner of the herein described real estate, or by their duly authorized representatives. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Developer nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No noxious, unlawful, or other offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

All garages opening to the street shall have automatic door controls.

No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plans of "Woodfield, Section One, (Replat)".

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building covered by these covenants, or restrictions, in whole or in part. Invalidity of any one of the foregoing covenants or restrictions, by judgment or court order shall in no wise affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the City of Carmel.

OWNER AND SUBDIVIDER

Woodfield Development Corp.

By Robert C. Langston

STATE OF INDIANA )  
COUNTY OF HAMILTON ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Woodfield Development Corp., by Robert C. Langston, who acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 21<sup>st</sup> day of March, 19 79.

Notary Public  
resident - Hamilton Co

My Commission Expires 12/31/79

### COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF CARMEL, AS FOLLOWS:

Adopted by the Town Plan Commission at a meeting held January 16<sup>th</sup>, 19 79.

CARMEL TOWN PLAN COMMISSION

E. Dennis Coe President  
Rosalind McCart Secretary

This plat was given approval by the City of Carmel Board of Public Works at a meeting held 4-20-79

Albert B. Pickett  
William D. Knowles  
Albert F. Hohl

RECEIVED FOR RECORD  
AT 2 O'CLOCK P.M.  
APR 25 1979  
BOOK 7 PAGE 95-97  
Mary A. Clarke  
RECORDER HAMILTON COUNTY, INDIANA

This Instrument prepared by Allan H. Weihe.