

**Planning Department** 

166 Lincolnway Valparaiso, IN 46383 Phone: (219) 462-1161 Fax: (219) 464-4273

www.valpo.us

# **AGENDA**

# **VALPARAISO PLAN COMMISSION**

Tuesday - May 8th, 2018

7:00 PM - City Hall Council Chambers

- I. Pledge of Allegiance
- II. Roll Call
- III. Minutes
- IV. Old Business

None

V. New Business

**SP18-001** A petition filed by MBIP, LLC 1351 Joliet Road, P.O. Box 242, Valparaiso, IN 46384. The petitioner requests approval of a secondary plat of Flat Rock Subdivision.

- VI. Staff Items
- VII. Adjournment

NEXT REGULAR PLAN COMMISSION MEETING:

JUNE 12<sup>TH</sup> 2018 - 7:00 PM - CITY HALL COUNCIL CHAMBERS, 166 LINCOLNWAY

\*\*Requests for alternate formats please contact
Tyler Kent at <a href="mailto:tkent@valpo.us">tkent@valpo.us</a> or 219-462-1161. \*\*

# VALPARAISO BOARD OF PLAN COMMISSION Regular Meeting Minutes April 10, 2018

The regular meeting of the Valparaiso Plan Commission was held at 7:00 p.m. on Tuesday, April 10, 2018 in the Valparaiso City Hall Council Chambers. Bruce Berner presided.

Members present were: Jim Mooney, Diane Worstell, Trista Hudson, Vic Ritter, Tim Burkman, and Bruce Berner. Also present were Attorney Scott Bozik, Tyler Kent, citizens, and representatives of the press.

# **MINUTES:**

Diane Worstell made a motion to approve the January 9, 2018 minutes as submitted. Jim Mooney seconded the motion. A voice vote was taken and unanimously carried.

# PRESENTATION:

Steven Maraco with the Valparaiso Ethics Commission gave a brief presentation to the Members of the Board. The Ethics Commission meets every other month on the second Thursday of the month in the City Hall Conference room. They are a resource for Staff and Board Members should they ever have a question or concern.

# **OLD BUSINESS:**

None.

# **NEW BUSINESS:**

<u>VAC18-001</u> – Vacation of Platted Easements for Leisure Drive immediately adjacent to Lots 5 and 6 in Myrtlewood Addition in the City of Valparaiso. Mr. Mark Iverson representing McDonald's presented. Leisure Drive is already vacated to the east. This is the last portion of the drive. This vacation does not change any use or access.

# Public Hearing:

Bruce Berner asked if any of the public would like to speak in favor of or in opposition of this petition. Mr. Berner also asked that the public address their questions to the Plan Commission while at the same time the petitioner will take notes and respond at one time. No one spoke; therefore, the public hearing was closed and questions/comments were heard from the Members.

- Q: Do we know when the previous vacations occurred?
- A: Staff was unable to find any information with specific dates. The area is really just a parking lot. McDonald's leases the property from the adjacent doctor's office.
- Q: Why is the City just giving up the property versus selling it?
- A: We are not sure of when this was put in or what the purpose of it was but it is no longer necessary. An easement will remain and there is documentation of that. When a vacation occurs, half goes to one side and the other half to the other side The City typically is not compensated but rather then it releases the burden on the City to have to carry liability and we no longer have to maintain the area.
- Q: Was the doctor's office notified?
- A: Yes.
- C: Tim Burkman noted that the vacation should coincide with the newly dedicated right of way 40 feet to 50 feet from center. These calculations need to be clarified before the final step to make sure all the numbers are accurate.
- R: The petitioner will comply.

Motion: Tim Burkman made a motion to favorable recommend VAC18-001 to City Council to allow the vacation of platted easements for Leisure Drive immediately adjacent to Lots 5 and 6 in Myrtlewood Addition in the City of Valparaiso subject to the petitioner clarifying the existing Calumet Avenue right of way calculations. Jim Mooney seconded the motion. A voice roll call vote was taken and unanimously carried.

Tyler Kent, Executive Secretary

RP18-001 — A petition filed by The Lutheran University Association, Inc. d/b/a Valparaiso University, 1700 Chapel Drive, Valparaiso, IN. The petitioner requests approval of a plat amendment to Lots 1-8 in Block 1, Smith's Addition to the City of Valparaiso. Attorney Aaron Farah presented. Valparaiso University is working on a Greek Life and campus beautification project whereas they would like to consolidate 220 Feet and eight (8) lots into one (1) lot for a new Sigma Phi Epsilon fraternity housing. Mr. Burkman contacted us regarding an additional 5.25-foot in right of way dedication that is required and we will comply with that requirement.

Motion: Tim Burkman made a motion to approve RP18-001 with the condition that a 30-foot right of way is complied with and properly recorded on the plat. Jim Mooney seconded the motion. Bruce Berner recused from voting. A roll call vote was taken and passed unanimously.

STAFF ITEMS: None.	
ADJOURNMENT: The April 10, 2018 Plan Commission meeting adjournment adjournment of the April 10, 2018 Plan Commission meeting adjour	urned at 7:22 p.m.
	Bruce Berner, President

# **DECLARATION OF COVENANTS AND RESTRICTIONS**

# PRELIMINARY

# **FOR**

# **FLAT ROCK**

THIS DECLARATION OF COVENANTS A	ND RESTRICTIONS FOR FLAT ROCK
("Declaration") made this day of	, 2018 by MBIP, LLC, an Indiana
limited liability company ("Developer").	

# WITNESSETH

Whereas, the Developer is the owner of the real estate legally described herein and commonly known as Flat Rock; and

Whereas, the Developer desires Flat Rock to develop as a residential community incorporating the concept of natural open space and with the use of village design principles which will provide its residents with a true sense of place and a relationship to their neighbors;

Whereas, the Developer desires Flat Rock to develop in a responsible way that minimizes the impact on the property during actual development and in a manner that promotes the protection and enhancement of the environment through the use of native, indigenous plant materials, use of environmentally friendly materials and minimizing waste; and

Whereas, the Developer desires to promote the orderly development of the subdivision and to provide for the maintenance of common area by subjecting the real estate owned by the Developer to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the subdivision and real estate comprising the development; and

Whereas, the Developer deems it desirable to subject the real estate to the said covenants, restrictions, conditions, reservations, easements, charges and liens for the mutual benefit of the real estate and under a general plan and scheme of development and improvement of the subdivision.

**NOW THEREFORE**, the Developer hereby declares that all of the platted lots and real estate located within the Subdivision as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, restrictions, conditions, reservations, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the said lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of the said lots situated therein.

### Article I

## **DEFINITIONS**

The following terms or words, when used in this Declaration, shall have the meanings attributed below:

- Section 1. "Board" shall mean the Board of Directors of the Council.
- **Section 2. "Committee"** shall mean the Architectural Control Committee for the Subdivision, when designated by the Developer, and shall have the authority and duties as provided for herein.
- **Section 3. "Common Area"** shall mean all real estate, whether in one or more separate parcels, which the Council or the Developer owns for the non-exclusive common use and enjoyment of the Owners of Lots shown on the recorded Subdivision plat or plats.
- Section 4. "Council" shall mean and refer to Flat Rock Community Council, Inc., an Indiana not for profit corporation, or such other name approved by the Indiana Secretary of State.
- **Section 5. "Developer"** shall mean MBIP, LLC, an Indiana limited liability company, its successors and assigns, if any such successor or assignee acquires the undeveloped portion of Flat Rock, from the Developer for the purpose of development.

- **Section 6.** "Lot" shall mean and refer to any lot or other tract in the Subdivision, together with any and all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which a residential structure could be constructed, whether or not one has been constructed.
- **Section 7. "Maintenance"** shall mean the exercise of reasonable care, including buildings, roads, easements of ingress and egress, common areas, drainage easements, water detention or retention easements, utility easements, parks, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.
- **Section 8.** "Member" shall mean every person or entity holding membership in the Council.
- **Section 9. "Owner"** shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including the Developer, and including contract sellers, but not including contract purchasers.
- **Section 10. "Subdivision"** shall mean and refer to all such existing properties, and additions thereto and less and excepting any retractions therefrom, as are subject to this Declaration and any supplemental Declaration or Declarations, under the provisions of Article II hereof, and shall initially include the real property described in Article II, Section 1.

## **Article II**

# PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

- **Section 1. Legal Description.** The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Porter County, Indiana, and comprises all of the Lots, tracts and easements shown and/or platted within or upon the property legally described on Exhibit "A" attached hereto and incorporated herein.
- **Section 2. Platting and Subdivision Restrictions.** The Developer shall be entitled at any time and from time to time, to plat, replat or vacate existing plattage of all or any part of the real estate subjected to this Declaration, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to the Subdivision.

Section 3. Additional Real Estate. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of such real estate shall, at the time of addition to the scheme of this Declaration, be platted as single family residential lots, (c) said plat of added real estate shall dedicate, or commit to dedicate, the Common Area of said plat of real estate, and (d) upon addition of the real estate to the scheme of this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Council for their pro rata share of Council expenses. The addition at any time or from time to time of all or any portion or portions of the real estate to the scheme of this Declaration shall be made and evidenced by filing in the Office of the Recorder of Porter County, Indiana, a supplementary Declaration with respect to that portion of real estate to be added. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Council or of any Owner and/or Mortgagee of land in the Subdivision.

**Section 4. Retractable Real Estate**. At the sole election of the Developer, all of the real estate specifically described in Section 1 of this Article and subject to this Declaration may be withdrawn from submission hereunder at one time, or portions thereof at different times; provided, however that no real estate may be withdrawn which has been developed. All Owners, mortgagees and the Council are hereby deemed to consent to the vacation, and waive all right to remonstrate thereto, of any portion of the plat of the Subdivision not developed in which the Developer has withdrawn from this Declaration.

Section 5. Easements. There are platted on the plat of the Subdivision certain easements which shall be and are hereby reserved for the installation, construction, maintenance, repair or replacement of any and all public utilities and drainage and their poles, ducts, wires, pipelines, lines, conduit, sewers, manholes or other related utility or drainage facility. No permanent structure shall be erected or allowed to be maintained on any easement. No Owner shall grant an easement, license or permit others to use any Lot, or portion thereof, in the Subdivision for access to any property or real estate not located within the Subdivision; provided, however that there has been platted and reserved an access easement through the Subdivision to and for the benefit of the parcel lying west of the Subdivision to allow ingress, egress and utility extension for the use and development of such parcel as a single family residential homesite. The benefitted parcel shall not be a part of the Subdivision and all costs and expenses of improvements necessary for ingress, egress and utilities shall be the responsibility of the owner of the benefitted parcel.

# **Article III**

### PROPERTY RIGHTS

**Section 1. Title to Common Area**. Title to all Common Areas shall be vested in the Flat Rock Community Council, Inc.

**Section 2. Owners' Easements of Enjoyment**. Every Owner of a Lot shall have a non-exclusive common right and easement of enjoyment and ingress and egress in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

- A. The right of the Council to take such steps as reasonably necessary to protect the above-described properties against foreclosures;
- B. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Council;
- C. Rules and Regulations governing the use and enjoyment of the Common Area adopted by the Council;
- D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property; and
- Easements for installation and maintenance of utilities and drainage facilities as shown on E. the recorded plat of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, impede, or change the direction of flow of drainage facilities in the easements. The easement areas shown on each Lot and all improvements thereon shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible. No dwelling unit or other structure of any kind shall be built or erected or maintained on any such easement, reservation or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Developer, its successors and assigns of the right to use and enjoy the same non-exclusive easements, for the benefit of additional real estate owned or later acquired by Developer located or real estate contiguous to the Subdivision.

**Section 3. Right of Entry**. The Developer and the Council, through their duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner thereof, to enter any Lot or tract of real estate at any reasonable hour on any day to perform such maintenance as may be authorized herein.

**Section 4. No Partition.** There shall be no judicial partition of the Common Area, nor shall Developer, or any Owner or any other person acquiring any interest in the Subdivision, or any part thereof, seek judicial partition thereof of the Common Area. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

Section 5. Common Areas / Open Spaces. The Common Areas and Open Spaces shall be maintained in a manicured condition, with special attention paid to the removal of debris or repair of site to facilitate established drainage patterns and requirements. All Common Area/Open Space maintenance costs to be borne by the Council. No Owner shall alter, modify or place any items in such areas and should the Board or the Council determine in its reasonable discretion a violation exists, the Owner of the Lot, after written notice from the Board of not less than fourteen (14) calendar days (except in the case of exigent circumstances), shall be required to remove and / or correct the items listed by the Board in its notice of violation. Should the Owner fail to remedy the deficiencies listed by the Board, the Board or any department of the City of Valparaiso ("City") shall have the right, but not the obligation, to enter upon the Lot and Common Areas open spaces to perform the maintenance, repair or replacement it deems necessary as provided for in the notice. Should the Board or the City undertake work in connection with the maintenance, repair or replacement as contemplated by the notice to the Owner, the Board and the City shall have the right to recover from the Owner of the Lot its actual costs incurred in performing such work, including administrative, legal, and engineering fees, and interest costs. The Board may impose an assessment and/or litigation to recover said costs directly from the Owner of the Lot and the Board and/or the City may lien the Lot for the costs incurred. The Board shall not be liable for damages caused by the Board undertaking maintenance, repair or replacement.

### Article IV

# MEMBERSHIP AND VOTING RIGHTS IN THE COUNCIL

**Section 1. Purpose of the Council.** The primary purpose of the Council shall be to insure high standards of maintenance and operation of all property and real estate in the Subdivision for the protection of property values within the Subdivision, including, but

not limited to that property reserved by the Developer as common area for the detention and management of storm water easements, to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision. In addition, the Council shall consider its primary purpose to manage and support financially all real estate owned by the Council, if any, as well as the storm drainage detention easements located within the Subdivision. The Council shall be a democratic organization with the ability to set rules and guidelines for this purpose.

Section 2. Creation of the Council. As soon as is practicable following the recordation of this Declaration, Developer shall cause the Council to be incorporated as an Indiana Not-for-Profit Corporation. The Developer shall appoint an "advisory" Board of Directors at a time it deems appropriate in its discretion. The advisory board shall exist for a period of at least two (2) years which period is in essence a "training" period during which the residents can become familiar with the issues, obligations, and procedures of the Council. At the time the Developer believes that the Owners are in a position to undertake the management and operation of the Council, the Developer shall turn over the Council to the residents of the Subdivision. The Developer reserves the right to turn over the Council to the Owners at any time before or after said time; provided, however, that turnover of the Council shall occur no later than the date on which the last Lot the Developer owns in the Subdivision is sold by the Developer.

**Section 3. Membership**. Every Owner, including the Developer, at all times so long as the Owner owns all or any part of the property subject to this Declaration, shall be a Member of the Council. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

**Section 4. Voting and Elections.** An annual meeting of all Members shall be held the second Monday of March of each year, for the purpose of electing the Board of Directors and any other business as the Board would require. Each Lot shall be entitled to cast one (1) vote in the election of the Board of Directors. Should a Lot be owned by more than one (1) person or entity, said persons or entities shall determine amongst themselves how the one (1) vote for such Lot shall be cast.

**Section 5. Board of Directors.** The Council shall have a Board of five (5) Directors who shall constitute the Board of Directors. They shall be elected for staggered 2-year terms.

(a) The Directors and Officers of the Council shall not be liable to any Owner for any mistake of judgment or any acts or omissions made in good faith by such Director or Officer. The Owners shall indemnify and hold harmless each of the Directors or Officers against all liability arising out of contracts made by such Directors or Officers on behalf of the Owners and Members of the Council, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration.

- (b) The Board shall have the authority to and shall obtain comprehensive public liability insurance, as it shall deem desirable, and other liability insurance or insurances as it may deem appropriate in the circumstances. The premiums for such insurance shall be a common expense to be paid by the Council.
  - **Section 6. Powers and Duties of the Council.** The Board of Directors of the Council shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law in this Declaration:
- (a) To own, maintain and otherwise manage the open space, streets, entrance monument/landscaping, signage, picnic shelter/pavilion area, nature trail, bridges, drainage structures, and other Common Areas in keeping with the Guiding Principles, Development Parameters, and Design Concepts as envisioned by the Developer attached hereto and incorporated herein; and to do any and all other things necessary or desirable in the sole judgment of the Officers or Directors of the Council. The Board may in its discretion contract with a property management company to assist the Board in fulfilling its duties, the costs of which shall be paid by the Owners as part of the assessments provided for in this Declaration.
- (b) To make such improvements to the facilities under its control within the Subdivision, and to provide such other facilities and services as may be authorized from time to time by the affirmative vote of a simple majority of the Members of the Council acting in accordance with its constitution and Bylaws provided, however, that any such actions so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable and exclusive residential community.
- (c) The Council shall maintain an appropriate "reserve account" for capital expenditures as detailed in its bylaws.

### Article V

# **COVENANT FOR ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by it within the Subdivision, hereby covenants and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Council any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter

provided. All such assessments, together with interest thereon from the due date at the rate of ten (10%) per cent per annum, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the real estate and shall be a continuing lien upon the Lot or Lots against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment, or otherwise.

**Section 2. Purpose of Assessment.** The annual and special assessments levied by the Council shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision, including but not limited to the following:

- A. Improvement, maintenance and repair of the Common Area(s);
- B. Water, sewer, garbage, electrical lighting, telephone, gas and other necessary utility services for the Common Area;
- C. Maintenance and repair of the common area, all storm drains, drainage easements, storm water detention or retention easements, sanitary sewers, parks, private roads, and easements shown on the plat or plats of the Subdivision recorded in the Office of the Recorder of Porter County, Indiana except for those improvements and areas which are required to be and in fact are maintained by the City of Valparaiso, Porter County Drainage Board or any other governmental body, board or agency.
- D. Fire insurance covering the full insurable replacement value of all improvements located on the Common Area with extended coverage;
- E. Liability insurance insuring the Council and the Board, as well as each Director in their individual capacity, against any and all liability to the public, to any Owner, or to the licensees, invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Council and shall be reviewed at least annually and increased or decreased in the discretion of the Council;
- F. Worker's compensation insurance to the extent necessary to comply with the Indiana law, and any other insurance deemed necessary by the Board;
- G. Acquisition of furnishings and equipment for the Common Area as may be determined by the Council, including without limitation, all equipment, furnishings, and personnel necessary or proper for use of the Common Area.

- H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Council is required to secure or pay pursuant to the terms of this Declaration, or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Area, for the benefit of the Owners, or for the enforcement of these restrictions.
  - **Section 3. Annual Assessments.** The Board shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Council as to which the decision of the Board shall be dispositive.
  - **Section 4. Uniform Rate of Assessment**. All regular and special assessments shall be at a uniform rate for each Lot in the Subdivision without adjustment for size of Lots, number of residents or use or non-use of the Common Area.
  - Section 5. Special Assessments for Shortfalls, Capital Improvements and Major Repairs. In addition to the annual assessment, the Council 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 shortfalls for maintenance and other services or duties of the Association, construction, re-construction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of three-fourths (3/4) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.
  - Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the first day of the month, or as fixed by the Board to be the date of commencement. The first annual assessment shall be paid by the initial purchaser of a Lot at the closing wherein the Developer is conveying title of the Lot to the initial purchaser of the Lot. The first annual assessment shall be prorated according to the number of months remaining in the calendar year in which the closing occurs. For example, should the initial closing occur in April, the initial purchaser of the Lot shall pay at closing an assessment prorated for the number of days remaining in the month of April and assessment for the full month for each month remaining in the calendar year (i.e. May December). The due date of any assessment shall be fixed in the resolution authorizing such assessment and any such assessment shall be payable in advance in monthly installments unless such other periods are determined by the Board.
  - Section 7. Duties of the Board of Directors. The Board shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of

the Council and shall be open to inspection by the Owners. The Council shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Council, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien, Personal Obligation, Remedies of Council. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon, and the cost of collection thereof, become a continuing lien on the Lot or Lots against which such assessment is made that shall bind such Lot in the hands of the Owner, and the Owner's heirs, devisees, personal representatives and assigns, and shall also be continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Council may, at any time thereafter, bring an action to foreclose the lien against the Lot or Lots in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner, and there shall be added to the amount of such assessment the cost of any such action (including a reasonable attorneys' fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessment for which provision is herein made shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan Council, or real estate investment trust provided such mortgage is a purchase money mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No such sale or transfer or proceeding in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. The written opinion of either the Developer or the Council that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exemption for Assessments. The Developer shall not be responsible or liable for any assessments on Lots owned by Developer and held as inventory prior to sale to another Owner. In the event that the Developer owns any Lot that is improved with a residential dwelling that is occupied as a residence, the Developer shall then be obligated to pay assessments levied against the Lot. No assessments shall accrue against any Lot for the first six (6) months of ownership commencing on the date the title to the Lot is conveyed from the Developer to the Owner on which the Owner is constructing the

original construction of a dwelling on speculation or pursuant to a bona fide purchase contract with an independent third party.

### Article VI

# DESIGN CONCEPTS AND ARCHITECTURAL CONTROL COMMITTEE

**Section 1.** Design Concepts. The Developer's goal is not to create a "project" where all of the houses are all the same size, design, and price range, but to create a true "neighborhood" or "community" where there is a reasonable, fundamental relationship between the homes with each home having its own individual "design" or "character." Review of all proposed improvements to protect view corridors for all residents is required. Angled dwelling are not encouraged, but rather the preference is that changes in basic house structures be at 90 angles; however, angled bays, cupolas, pergolas, gazebos, certain porch configurations are acceptable and encouraged. The Developer intends to create a portfolio or "prototype" dwelling product, but will require each dwelling, by use of color palettes and exterior material selections used, to have its own, unique character. Wherever possible, the use of indigenous species of plant materials is encouraged.

Section 2. Power of Committee as Architectural Control. There is hereby created an Architectural Control Committee ("Committee") for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall function as the Committee and grant all approvals and variances provided for herein until Developer conveys the last Lot which Developer owns in the Subdivision, except that Developer may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. Upon turnover by the Developer, the Committee shall consist of not less than three (3) individuals appointed by the Board to serve at the Board's pleasure. At least two-thirds (2/3rds) of the Committee shall also be Members of the Council. A majority of members of the Committee shall constitute the decision of the Committee.

A. In General. No dwelling, house, building, structure or improvement of any type or kind whatsoever shall be constructed, placed, altered, modified, or added on to on any Lot in the Subdivision without the prior approval of the Committee. The Owner shall make written application to the Committee requesting approval from the Committee. The Owner shall submit all elevation, site, landscape and other requested plans, specifications, pay the application fees, if any, and provide all other documentation requested by the Developer in order for review of the proposed construction. The Owner shall submit the resume of its selected builder which shall be reviewed by the Committee and said builder shall only be permitted to build in the Subdivision upon a showing by the builder in the Committee's sole discretion it has quality experience and demonstrated

achievements including not less than two (2) references and proof of the builder's financial capability. So long as the Declarant or its designee is an Owner of a Lot the Subdivision, the Declarant reserves the right, in its sole discretion, without consent of any Owner of a Lot in the Subdivision, to from time to time amend and/or modify these Design Concepts upon the recordation of an instrument with the Office of the Recorder of Porter County, Indiana identifying the amendment or modification.

- **B.** Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when in its sole discretion:
  - (i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;
  - (ii) The proposed improvement location, orientation, or size is not consistent with the Developer's vision for the Subdivision, including, but not limited to, the preservation of view corridors;
  - (iii) The design, color scheme or construction materials of a proposed improvement and any landscaping proposed is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including, but not limited to, no duplicate home plans within the Subdivision; or
  - (iv) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the other Owners.
- C. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Subdivision.
- D. Return of Plans. One copy of each plan or other document submitted for review shall be retained by the Developer, one copy shall be retained by the Committee, and one copy shall be returned to the Owner.
- Section 3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. The decision of the Committee shall be final. Should the Committee fail to act within the specified time, the requirements of this Article shall have been automatically waived and the Owner's plans shall be deemed to have complied with all requirements hereof. One copy of all submitted material shall be retained by the

Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for the disapproval. No Owner shall submit plans for any improvement to any Lot for which a similar improvement has been denied without identifying in writing all changes and differences in the plans and improvements depicted therein from the improvement denied previously by the Committee.

Section 4. Liability of Committee. Neither the Committee nor any agent thereof, the Developer, nor the Council, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, for any defects in any work done according thereto, compliance with applicable building codes and other construction regulations, nor for the Owner or Owner's agent's use or misuse of copyrighted plans and specifications. The Developer, the Council, the Board, the Committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot, and each Owner hereby agrees to indemnify and hold harmless the Developer, the Council, the Board, the Committee, or member of any of the foregoing against and claims, demands or causes of action arising from the same.

**Section 5. Inspection.** The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

## Article VII

# **USE RESTRICTIONS**

**Section 1. Residential Use.** The real estate subject to these covenants and restrictions may be used for single family residential living units and for no other purpose. There shall be no more one (1) principal dwelling on any one (1) Lot. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior approval of the Committee as elsewhere herein provided. No accessory building shall be erected prior to erection of the principal dwelling or house.

A. Subdivision of a Lot. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot as aforesaid, which results in the division of more than ten (10%) percent of any one Lot, the obligation for Council expenses attributable to the divided or subdivided Lot

shall be and become proportionately attributable and chargeable to the contiguous Lot or Lots, and the Owner or Owners thereof, to and with which all or portions of the divided or subdivided Lot or Lots become consolidated.

- **B.** Consolidation of Two or More Lots. In the event that one or more Lots are developed as a unit, the provisions of these covenants and restrictions with the exception of assessments shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed, or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded plat or plats of the Subdivision.
- Section 2. No Temporary Building. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or in the Common Area without the written consent of the Developer, or of the Council after Developer has conveyed the last Lot which Developer owns in the Subdivision. All approved accessory buildings or structures shall have siding and roofing materials and colors that match the principal structure on the Lot.
- Section 3. Accessory Structures. Excluding a detached garage, there shall be no more than one (1) accessory building on any Lot which shall not exceed two hundred forty (240) square feet in size. All accessory buildings shall be located in the rear or side yards of a Lot and shall be constructed of the same exterior materials (including siding and roofing materials), used in substantially the same proportion as shall be utilized on the primary dwelling structure constructed on the Lot, to ensure that the appearance of the accessory building is substantially similar to the primary dwelling provided however deviation in appearance from the primary dwelling may be permitted by the Architectural Control Committee in its reasonable discretion.
- **Section 4. Antennae.** No exposed radio or television antennae or solar heat panels shall be allowed on any residence on any Lot which is visible from outside such residence. Satellite dish antennae, the dish for which does not exceed one (1) meter in diameter, shall be permitted subject to the approval of the Committee in accordance with generally acceptable Committee standards. Any permitted satellite dish must be properly screened from the view of surrounding Lots and screening of the satellite dish must be approved by the Committee.
- **Section 5. Boats and Motor Vehicles.** No boats, trailers, recreational vehicles, riding golf carts or other motor vehicles, except four-wheel passenger automobiles, shall be parked or stored on the streets or in the Common Area, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view. Recreational vehicles belonging to guests of residents may be parked in driveways on a short-term basis.

**Section 6. Automobile Storage Areas and Driveways**. All homes erected upon a Lot shall have a garage attached to and architecturally consistent with the home. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the Committee and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in useable condition. The maximum width of any driveway located between the curb at the street and the property line shall be seventeen feet (17'-0"). The minimum separation between the principal dwelling and a detached garage shall be twelve feet (12'-0").

**Section 7. Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Committee.

**Section 8. Clothes Drying Area**. Drying or hanging for laundry is permitted only if the Owner takes all reasonable and necessary steps to minimize the visibility of such use from adjoining Lots, or any Common Area or public roadways.

**Section 9. Animals**. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Council, so long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time. All animals shall be kept and maintained in accordance with the City of Valparaiso animal control ordinances.

Section 10. Rubbish, Trash and Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or on the Common Area, except in sanitary containers located in appropriate areas concealed from public view. In the event that any Owner shall fail or refuse to keep Owner's Unit free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Council may enter upon said unit and remove the same at the expense of the Owner as provided for herein, and such entry shall not be deemed a trespass.

Section 11. Fences, Hedges and Walls. No fence, hedge, wall or other dividing instrumentality shall be erected, constructed or maintained on any Lot except with the approval of the Committee. Wherever possible, the use of "living fences" (vegetative screens) is considered preferable. All fences, walls and other types of enclosures shall be vinyl, steel or aluminum materials, compatible to the principal dwelling on the Lot, shall be located so as to preserve all and not obstruct any view corridors and shall be located no closer to the front lot line of the Lot than the rear wall of the primary dwelling. All fencing must be approved by the Committee.

Section 12. Nuisances. Nothing shall be done or maintained on any Lot or on the

Common Area which may be or become a nuisance to the neighborhood.

**Section 13. Signs.** No sign of any kind shall be displayed to public view on any Lot or any Common Area, except for the following:

- A. Until the Developer has sold the last Lot it owns in the Subdivision and the title has been transferred to the third party owner of such Lot, the Developer, or the sales agent for the Developer, may place signs in and about the Subdivision, including the Common Area, a Lot or Lots advertising the Lot or Lots within the Subdivision as being for sale.
- B. A professional sign displaying the words "for sale", not to exceed six square feet, may be displayed by an Owner on the Owner's Lot which is being offered for sale and in no other location in the Subdivision, including the Common Area.

The size and design of all signs shall be subject to approval by the Committee.

**Section 14.** Common Area. Nothing shall be altered in, constructed on or removed from, any of the Common Area except upon the written consent of the Council.

**Section 15. Miscellaneous**. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot or any Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep Owner's Lot free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Council may, after thirty (30) days prior written notice to the Owner, enter upon said Lot and remove the same at the expense of the Owner as provided for herein, and such entry shall not be deemed a trespass.

**Section 16. Setback Requirements.** No dwelling, house or other above-grade structure designed to be used in connection with such house shall be constructed or placed on any Lot in the Subdivision except as provided herein.

- (a) Front Setbacks. All dwellings or houses and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply at a minimum with the front yard setback lines as established in the plat or plats of the various portions of the Subdivision, and subject to a more restrictive setback as required by the Committee.
- (b) Side Yards. All dwellings or houses and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply at a minimum with the side yard setback lines as established in the plat or plats of the various portions of the Subdivision, and subject to a more restrictive setback as required by the Committee.

- (c) Rear Yards. All dwellings or houses and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply at a minimum with the rear yard setback lines as established in the plat or plats of the various portions of the Subdivision, and subject to a more restrictive setback as required by the Committee.
- **Section 17. Exterior Lighting.** All post lights and garage lights shall be on and illuminated from dusk to dawn unless the Council's Board shall provide otherwise by rule or regulation. No exterior lighting fixture, other than those fixtures approved by the Committee, shall be installed on the exterior of any Lot. No lighting fixtures shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. All exterior lighting must point down ("Dark-Sky" lighting). Well lights and wall wash lights may be used so long as the light source is not directly visible. All modifications of exterior lighting must be approved in writing by the Committee.
- Section 18. Mailboxes. The Developer, or the Board in the Developer's absence, shall select and designate a standard mailbox and post for the Subdivision. No exterior newspaper receptacles shall be permitted in the Subdivision unless incorporated in the approved and designated standard post. All repairs and replacements to such standard mailboxes and posts shall be consistent in color, quality and appearance with the original mailbox and post unless the advance written approval of the Developer or Board is obtained.
- **Section 19. Exterior Construction.** All structures shall be required to meet the following minimum standards for exterior materials in the construction:
- A. Roofing materials shall be made of premium asphalt shingles, wood shakes, slate or simulated slate, tile, or similar premium roofing material. The minimum roof pitch shall 6/12 or steeper.
- B. All exterior chimneys that front on a streetyard must be of brick, stone, or other similar type material. Direct vent or flueless fireplaces are permitted with appropriate screening.
- C. All private driveways shall be made of concrete and shall be installed prior to occupancy of the home on any Lot, weather permitting.
- D. Exterior construction material shall be approved by the Committee.
- Section 20. Swimming Pools. No above ground swimming pool shall be permitted on any Lot in the Subdivision. The design of any in-ground swimming pool and any accessory building shall be subject to the prior written consent of the Committee. All

approved in-ground pools shall be continuously fenced, surrounding said pool with a non-climbable fence, with an outside locking gate, in height to comply with all building codes or protected with a State of Indiana approved pool cover. Swimming pools should be designed with adequate buffers to minimize impact on adjacent lots. When fencing around a swimming pool is required, the area fenced shall be no larger than necessary to adequately define the pool area.

Section 21. Building Method. All dwellings constructed on Lots in the Subdivision shall be erected from new materials assembled and constructed on the Lot. No dwelling previously constructed elsewhere shall be moved to a Lot in the Subdivision. Manufactured homes, modular homes, mobile homes or other similar building methods are prohibited. For purposes of this paragraph, a "manufactured home" shall mean a structure that (i) is assembled in a factory, (ii) bears a seal certifying that it was built in compliance with the federal manufactured housing construction and safety standards law (42 U.S.C. 5401 et seq.); (iii) is designed to be transported from the factory to another site in one (1) or more units; (iv) is suitable for use as a dwelling in any season; and (v) is more than thirty-five (35) feet long.

Section 22. Owner's Obligation to Maintain Lot / Council Maintenance. The Owner of a Lot in the Subdivision shall at all times maintain the Lot, real estate and improvements in such a manner as to prevent the Lot and improvements from becoming unsightly, and specifically such Lot Owner shall (a) mow and otherwise tend to the landscaping on the Lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Lot or Subdivision; and (d) keep the exterior of the improvements in such a state of repair or maintenance as to avoid the improvements from becoming unsightly. The Board in it sole discretion may elect to provide yard and/or snow removal services for the Cottage Lots in the Subdivision the costs of which shall an assessment payable by the Owner and chargeable against Lots in the same manner and consistent with the annual assessments provided for in this Declaration.

**Section 23. Heating Plants.** Every dwelling or house in the Subdivision must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation.

Section 24. Time in Which to Build Structures. An Owner of a Lot within the Subdivision must commence construction of the dwelling or house within one (1) calendar year after the Owner's purchase and closing of the Lot or the Developer's sale of said Lot if the Owner did not purchase the Lot from the Developer directly. If construction does not begin or if a dwelling or house is not completed upon a Lot within the prescribed time, the Developer shall have the option to repurchase such Lot for a price, in cash, equal to the Owners' cost basis in the Lot, without paying the cost of

expenses incurred by the Owner including, but not limited to any improvements, surveys, engineering studies, building plans, closing costs, or financing charges up to the time of repurchase and closing by the Developer. This option shall expire if Developer has not notified the Owner of Developer's intent to exercise the option prior to the time of commencement of the construction.

Section 25. Diligence in Construction. Every dwelling, house or other structure whose construction or placement on any Lot in the Subdivision is begun shall be completed within nine (9) months after the beginning of such construction or placement and the Lot sodded or seeded prior to occupancy. Should the weather not permit the sodding or seeding of a Lot prior to occupancy, the owner of the Lot must request a variance from the Architectural Review Committee with the granting of any variance being conditioned or withheld as said Committee deems appropriate in its sole discretion. No improvement which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

**Section 26. Prohibition of Used Structures.** All structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used structures shall be relocated or placed on any such Lot.

Section 27. Necessary Exceptions for Development. Developer, or the transferees of Developer, shall undertake the work of developing all Lots included within the Subdivision. The completion of that work and the sale, rent, or other disposition of the dwellings is essential to the establishment and welfare of the Subdivision as an on-going residential community. In order that such work may be completed and the Subdivision established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees, or the employees, contractors or sub-contractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise. Owner, upon commencement of construction of any residence, dwelling unit or other structure, which is not prohibited by this Declaration shall pursue the performance of any construction diligently and continuously until completion of the structure involved. As used in this Section, the words, "its transferees" specifically exclude purchasers of an individual Lot or Lots improved with completed residences or intended for construction at a later date by someone other than the Developer.

**Section 28. Business Use of Lot.** An Owner or occupant residing on a Lot may only conduct other business activities within the Lot with the express prior written consent of the Developer or the Board after the Developer has turned over the Board to the Owners,

so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents of the Subdivision; (iv) the business activity does not, in the Developer's, or Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Subdivision which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the Developer's or Board's sole discretion.

This subsection shall not apply to any activity conducted by Developer or any builder approved by Developer with respect to its development and sale of the Subdivision or its use of any Lots which either owns in the Subdivision for the original construction of a single family residential home on a Lot and is expressly intended to permit the Developer or approved builder to use a Lot or Lots for model or spec homes or as a sales office.

# ARTICLE VIII

# **Construction Rules and Regulations**

Section 1. Builder Responsibility. It shall be the responsibility of the Owner or the Owner's builder to comply with all construction regulations contained herein. If any builder or contractor is found deficient in the performance of any of these construction requirements, the Developer or the Committee reserves the right to take any corrective action necessary, including the right to deny any contractor access to the Subdivision.

Section 2. Access to the Homesite/Contractor Parking. Individual Lots shall be accessed only via the streets. No other access will be permitted. Access onto the Lots from the street shall be restricted to the driveway curb cut. The curb cut, and sidewalk cut, if necessary, shall be located by the surveyor, then cut and the access leveled with gravel fill prior to any vehicular traffic or construction is permitted on the Lot. The gravel drive shall consists of a minimum of two (2) loads of stone and shall run from the curb to the foundation at the garage entry. The driveways of homes under construction and any area available for parking are to be kept stoned for access by suppliers and parking for contractor's vehicles. All vehicles shall be parked within the Lot boundaries whenever possible. If the Lot driveway is occupied, parking on one side of the road will be allowed. Street parking will only be allowed when parking on the Lot is impossible. Construction equipment may be left on site while needed, but must be kept on the Lot.

Section 3. Delivery and Storage of Materials. Delivery of supplies and equipment shall be limited to normal hours of operation. Supplies and equipment shall be unloaded promptly and in an orderly fashion. Delivery vehicles shall exit the Lot and Subdivision immediately after delivery. The delivered equipment or materials shall immediately be stored in an orderly manner within the Lot boundaries. The storage of materials and supplies shall be confined within the Lot boundaries of the specific Lot. Such materials and supplies are to be maintained in a neat and orderly manner and, whenever possible, located in the rear of the residence. Such stored materials shall not under any circumstances be permitted to obstruct the flow or drainage patterns of the Lot or any adjacent Lots.

**Section 4.** Lot Maintenance. The builder shall be required to keep the entire Lot clean at all times. Each Lot shall have a dumpster for refuse during construction. All debris and refuse shall be deposited into the dumpster. Debris is not to be allowed to accumulate on the Lot. The dumpster shall not be allowed to fill to the point of overflowing. If the Owner or Builder fails to clean the site at the end of the day, the Developer or Council may enter the site to effect clean up and charge the Owner three times the actual cost of the clean-up. Failure to pay upon request will result in a lien against the Lot.

The burning of construction debris or of removed landscape material in prohibited.

Erosion control methods shall be in place on each Lot prior to and throughout any construction on a Lot. Silt fences shall be installed and maintained on all property lines to minimize erosion and flow of silt to adjacent property and street. Care should be taken to minimize excessive drainage onto the roadway and adjacent lots, including sump pump discharge and natural drainage. If the Owner or builder fails to clean the street at the end of the day, the Developer or Council may effect clean up and charge the Owner three times the actual cost of the clean-up. Failure to pay upon request will result in a lien against the Lot.

The washing or cleaning of concrete delivery trucks, shall be confined to the area designated by the Developer. Such activities shall not be permitted on any street and not on any other Lot or parcel within the Subdivision. If any party associated with the construction of or development of a Lot fails to comply, the Developer or Council may effect clean up and charge the Owner three times the actual cost of the clean-up. Failure to pay upon request will result in a lien against the Lot.

Section 5. Insurance. Each Owner shall require that all builders provide and maintain the following insurance policies at all times while performing any work in Subdivision, and the amount of these policies may be amended by the Developer from time to time.

Workmen's Compensation Insurance Comprehensive General Liability Owner's and Builder's Protective Liability Statutory limits \$1,000,000 \*Based on contract price Upon the request of the Developer, all builders are required to submit current copies of these coverages to the Committee.

The Owner or Owner's builder and contractor and all subcontractors shall be responsible for any and all injuries or damage to any persons or property, including loss of human life arising directly or indirectly from or in connection with work performed or to be performed under this Declaration, and shall hold the Developer and its agents harmless of any and all loss or damage from such injuries, damage or death.

The Owner and Owner's builder and contractor and all subcontractors further agrees to maintain such insurance as will fully protect Developer and its agents from any and all claims under any Worker's Compensation Act, Employer Liability Laws, and from any and all other claims of whatsoever kind and nature for the damage to property or for personal or bodily injury including death, made by anyone whosoever, which may arise from the operation carried on under this Declaration, either by the Developer, owner, contractor or subcontractor or by anyone directly or indirectly engaged or employed by either of them.

### Article IX

## TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. So long as Developer owns at least one Lot in the Subdivision, no Lot and no interest therein, upon which a single family residence has not been constructed shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot or Lots to Developer and Developer has waived, in writing, the right to purchase said Lot.

Section 2. Notice to a Developer. Any Owner or Owners intending to make a bona fide sale of a Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, the right of first refusal. If Developer elects to exercise the right of first refusal, Developer shall, within thirty (30) days after receipt of such notice an information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

- A. The price to be paid, and the terms of payment shall be that stated in the Proposed Contract or other terms agreed to by the Owner;
- B. The sale shall be closed within thirty (30) days after the delivery or making of the Developer's agreement to purchase.

**Section 3.** Certificate of Waiver. If Developer shall elect to waive the right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Owner or the Proposed Contract purchaser.

**Section 4. Unauthorized Transactions.** Any sale of a Lot, or any interest therein, upon which a single-family residence has not been constructed, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

**Section 5.** Exceptions. This Article shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan Council, or real estate investment trust which acquires its title as a result of owning a purchase money mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

# Article X

# **GENERAL PROVISIONS**

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the real estate submitted pursuant to Article II hereof, and shall inure to the benefit of and be enforceable by the Developer, the Council or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless amended as provided for elsewhere in this Declaration. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, Council, or Owner (or any two or more of them in concert or individually) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Council in seeking such enforcement but attorney fees specifically shall not be allowed to

an Owner enforcing these restrictions, unless granted by a Court and based upon an independent finding of entitlement to such damages.

Section 2. Owner's Obligation to Maintain and Repair. Each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

**Section 4. Notices.** Any notices required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Council at the time of such mailing.

**Section 5. Severability.** Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 6. Amendment.** So long as the Developer any property in the Subdivision or any property capable of being annexed thereto, the Developer may unilaterally amend this Declaration for any purpose; provided, however any such amendment shall not adversely affect in a material magnitude the substantive rights of any then present Lot Owner hereunder, not shall it substantially affect the marketability of title to any Lot with the consent of the affected Lot Owner. In addition to the foregoing, this Declaration may be amended, modified or terminated at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the Owner of any Lot or any property affected by this Declaration, said amendment shall not be effective without Developer's express written joinder and consent.

**Section 7. Usage.** Whenever used the singular shall include the plural and singular, and the use of any gender shall include all genders.

**Section 8. Effective Date.** This Declaration shall become effective upon its recordation in the Office of the Recorder of Porter County, Indiana.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions for Flat Rock to be executed on the date first written above.

	MBIP, LLC
	By:Frank Marshall, Member
STATE OF	
COUNTY OF	
appeared Frank Marshall, Membe	tary Public for said County and State, personally or of MBIP, LLC, and acknowledged the nent to be his free and voluntary act. Signed and, 2018.
	Notary Public
	Printed
	County of Residence: My Commission Expires:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. William A. Ferngren

This Instrument Prepared By And Return To: William A. Ferngren, Esq.
Ferngren Law Offices, LLC
570 Vale Park Road, Suite B
Valparaiso, Indiana 46385
(219) 464-4500
bill@ferngrenlaw.com
© All Rights Reserved

PETITION #:	
-	(staff use only)

Last updated 1/09/18

# VALPARAISO PLAN COMMISSION PETITION FOR PUBLIC HEARING

The undersigned applicant respectfully petitions the City of Valparaiso Plan Commission:
(CHECK ALL THAT APPLY)
PUBLIC HEARING REQUIRED – See Items #8 and #9 in Application Checklist
To rezone said property from thezoning district tozoning district To approve a Primary Plat To approve a Planned Unit Development (PUD) To approve a Major Planned Unit Development Amendment To annex property into the City of Valparaiso, Indiana – Checklist item #10 To vacate alley To appeal the decision of the Plat Committee
NO PUBLIC HEARING REQUIRED
To approve a Minor Subdivision (Lot Split)  X To approve a Final Plat To approve a Plat Amendment Design/Architectural Approval inOverlay District
Please provide the following information: (print or type)
MBIP, LLC 1351 W. Jouet RD, P.o. Box 242, VALPARAISO, N 46384 Owner of property Address Phone
FRANK A. MARSHALL 219-462-3415 Frank.marshall@gemarshall.com Contact person Phone Email
Applicant is (check one):Sole Owner <u></u> Joint OwnerTenant Agent Other
Petitioner Address Coolman & coolman built.com
Address or description of location of property: 453 HAYES-LEGNARD RD. VALPD, IN
Parcel/Tax Duplicate Number 64-09-22-454 - 002 - 000 - 004
Subdivision (if Applicable) FLAT ROCK
This property is located on the Cast side of HAYES - LEDNARD Street/Road

between (streets) US Hwy 30 and Journ ROAD		
Current Zoning of Property GR Proposed Zoning of Property GR		
7 . (A.C. (D. C. N. ()		
East GR West R1 Other		
Other information:		
Dimensions of property: Frontage 398.51 Depth 868.8		
Property Area (sq. ft./acres) 9.54 A		
Present use of property:		
Vacant land		
Proposed use of property:		
single-family residential		
Proposed Variances or Waivers (PUD or Subdivision Plats)		
Δ		
Legal description for property: (Exhibit # A)		
see attached		

ALL OWNERS OF RECORD OF THE ABOVE-REFERENCED PROPERTY MUST SIGN THE PETITION FOR PUBLIC HEARING. The owner(s), by signing this Petition for Public Hearing, represent to the City of Valparaiso – Plan Commission, that he/she/it has the necessary legal authority to request action to be taken on the above-referenced property. If the name of the Petitioner is different from the property owner, the Plan Commission shall accept the requests and representations of the Petitioner and the property owner shall be bound by such requests and representations via the Attached Affidavit of Consent of Property Owner.

# PETITION FEES (CHECK ALL THAT APPLY) \_\_\_\_\_Rezoning: \$150 \_\_\_\_Subdivision Primary Plat: \$150 + \$10 per lot \_\_\_ Lots X \$10 = \_\_\_\_ \_\_\_Subdivision Amendment \$100 + \$5 per lot \_\_\_ Lots X \$5 = \_\_\_\_

Planned Unit Development (PUD): \$500 + \$10 per lot \_\_\_Lots X \$10 = \_\_\_ Major PUD Amendment \$250 + \$5 per lot \_\_\_Lots X \$5 = \_\_\_ Minor Subdivision (Lot Split) \$150 Subdivision Final Plat 37 + 3 (0.5) \$100 + \$5 per lot 40 Lots X \$5 = 4300 Minor PUD Amendment \$150

\_\_\_\_\_Minor PUD Amendment \$150
Annexation: \$500 + Cost of Fiscal Plan\*\*\*

Design/Architectural Approval \$150

\_\_\_\_\_Overlay District
\_\_\_\_\_Special Meeting Fee \$1500
\_\_\_\_Text Amendment \$250
\_\_\_\_Comprehensive Plan Amendment \$250
\_\_\_\_Vacation \$100
\_\_\_Plat Committee Appeal \$200

TOTAL FEE \$ 300-

\*\*\*The Plan Commission requires that all fiscal plans be prepared by a municipal advisor firm approved by the Planning Department. The applicant is solely responsible for the cost of the preparation of the fiscal plan. The fiscal plan must be submitted together with the applicant's petition for public hearing. The fiscal plan must comply with the requirements of Ind. Code § 36-4-3-13(d).

Signature of owner/Petitioner Member Date

CLINTON E MARSHALL
Printed name

Subscribed and sworn to before me this // day of april , 2018

Notary Public

My Commission Expires:

3-26-24

# Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission Action)

Robert V-Co	eposes and st	peing dully sworn ates:	upon his/her oa	ath, being of s	ound mind
1.	attorney, oth attached not	is the authorized er – Please indic ice which an app efore the Plan Co	ate) of the properion	an Commission	n action has
Petitione	Mayna		Date	Lil 11,20	)18
Subscribe	ed and sworn	to before me this	day of	april	<u>, 2018</u> .
Notary Pu	1. Daugherty ublic				
My Comm	nission Expire	s:			
Notary	ARIE DAUG SEAL Public, State of Ir ssion Expires June	<b>P</b>			

# **Affidavit of Consent of Property Owner**

(To be presented with application for Plan Commission)

CLINTON MARSHALL, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states:
1. That MBIP LLC ("Owner") (is/are) the legal owner(s) of real property that is the subject of a Petition before the Plan Commission.
2. That Owner authorizes Robert V. Coopman ("Petitioner") to seek the relief sought in the Petition filed before the Plan Commission. Petitioner is further authorized to commit to any reasonable restriction requested by the Plan Commission or proposed by the Petitioner.
Property Owner NEMBER Date
Property Owner Date
Subscribed and sworn to before me this
My Commission Expires:
Date PORTER

STAFF USE ONLY	
Date received:	
Names and addresses of property owners withinPlot Plan attachedLegal Description providedPetition filled out completely	300 feet provided
Date approved for public hearing:  Date legal notice mailed:  Date property owner notices mailed:	Date of public hearing: Date to be published:
Additional information:	

# FLAT ROCK

# CITY OF VALPARAISO, CENTER TOWNSHIP, PORTER COUNTY, INDIANA SECTION 22, TOWNSHIP 35 NORTH, RANGE 6 WEST

# **DESCRIPTION:** (REC. INSTR. NO. 2017-023090 & 2017-023092)

COMMENCING AT THE SOUTH QUARTER-POST OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, AND RUNNING THENCE NORTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 498.51 FEET; THENCE EAST 868.8 FEET; THENCE SOUTH 498.51 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE WEST 868.8 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 100.0 FEET OF THE WEST 200.0 FEET.

# **DEED OF DEDICATION:**

WE, THE UNDERSIGNED, MBIP, LLC, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED SAID REAL ESTATE IN ACCORDANCE WITH THE ATTACHED PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS **FLAT ROCK**. ALL STREETS AND ALLEYS SHOWN AND NOTE HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC. THERE ARE STRIPS OF GROUND OF VARIOUS WIDTHS SHOWN ON THIS PLAT AND LABELED AS EASEMENTS FOR VARIOUS PURPOSES. UTILITY EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF MAINS, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. DRAINAGE EASEMENTS ARE RESERVED FOR THE USE OF THE CITY, HOMEOWNERS, AND/OR THE PROPERTY OWNERS' ASSOCIATION TO PROVIDE FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF DRAINAGE CONDUITS, SWALES, CHANNELS, OVERFLOWS, DETENTION BASINS, OR OTHER RUNOFF MANAGEMENT FACILITIES. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID EASEMENTS. OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

THE REAL ESTATE SHOWN AND DESCRIBED HEREIN IS SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS KNOWN AS DECLARATION OF COVENANTS AND RESTRICTIONS FOR FLAT ROCK RECORDED ON THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_, AS DOCUMENT NO. \_\_\_\_\_\_ IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA AND ANY AND ALL AMENDMENTS OR REVISIONS THERETO. SAID DECLARATION

DOCUMENT NO. \_\_\_\_\_\_\_\_ IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA AND ANY AND ALL AMENDMENTS OR REVISIONS THERETO. SAID DECLARATION OF COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AS SET FORTH THEREIN AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING BY, UNDER, OR THROUGH THEM.

IN ADDITION TO ALL RIGHTS, RESTRICTIONS, AND COVENANTS CONTAINED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR HATCH LAKE, THE FOLLOWING IS MADE A PART OF THE PLAT:

OPERATION AND MAINTENANCE OF OPEN SPACES, COMMON AREAS, REAR OR SIDE SWALES, AND DETENTION FACILITIES SHALL BE BY THE PROPERTY OWNERS' ASSOCIATION ("ASSOCIATION"). IN THE EVENT OF AN EMERGENCY WHERE PROPERTY DAMAGE OR PERSONAL INJURY MAY RESULT FROM THE ASSOCIATION'S FAILURE TO MAINTAIN OR REPAIR SAID FACILITIES, THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY, MAKE ANY NECESSARY CORRECTIONS TO REMEDY THE SITUATION AND THEN RECOVER ALL ADMINISTRATIVE, LEGAL, ENGINEERING, AND CONSTRUCTION COSTS FOR SAID WORK FROM THE ASSOCIATION OF BY SPECIAL ASSESSMENT OF THE BENEFITED PROPERTY OWNERS.

WITNESS OUR HANDS AND SEALS THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_,

FRANK A. MARSHALL, MEMBER MBIP, LLC 1351 W. JOLIET ROAD P.O. BOX 242 VALPARAISO, INDIANA 46384

# NOTES: 1. ALL EASEMENTS THAT ARE INDICATED ON DOCUMENTATION PROVIDED BY THE PROPERTY OWNER ARE SHOWN.

- 2. A 10' UTILITY AND DRAINAGE EASEMENT LIES ALONG AND ADJACENT TO ALL INTERIOR STREET RIGHT—OF—WAY LINES, UNLESS OTHERWISE NOTED.
- 3. FRONT BUILDING SETBACK LINES ON THIS SHEET ARE 20' UNLESS OTHERWISE NOTED.
- 4. REAR YARD SETBACKS SHALL BE 25' AND SIDE YARD SETBACKS SHALL BE 6'/12' (SINGLE/TOTAL).
- 5. ALL LOT CORNERS AND EXTERIOR BOUNDARY CORNERS, UNLESS OTHERWISE NOTED, WILL BE MARKED WITH A 5/8" IRON BAR WITH SURVEYOR IDENTIFICATION CAP. ALL STREET CENTERLINE POINTS OF INTERSECTION, POINTS OF CURVATURE AND POINTS OF TANGENCY WILL BE MARKED WITH PAVEMENT NAIL WITH SURVEYOR IDENTIFICATION DISC.
- 6. THE BOUNDARY SURVEY OF THIS SUBDIVISION IS SHOWN ON A PLAT OF SURVEY BY PALM & ASSOCIATES, INC., FOR KAREN MARSHALL, DATED OCTOBER 29, 2009, RECORDED INSTRUMENT NO. 2009-031063.
- 7. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN FOR THIS PROJECT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THIS PROJECT LIES WITHIN ZONE "X" AS SHOWN ON COMMUNITY PANEL NO. 18127C0203D AND PANEL NO 18127C0204D, DATED SEPTEMBER 30, 2015.
- 8. TOTAL ROAD ACREAGE: 2.462 ACRES.

# PLAN COMMISSION CERTIFICATE:

UNDER THE AUTHORITY PROVIDED BY INDIANA CODE 36-7-4, ET SEQ., ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF VALPARAISO, THIS PLAT WAS GIVEN APPROVAL BY THE CITY AS FOLLOWS:

APPROVED BY THE VALPARAISO PLAN COMMISSION AT A REGULAR MEETING HELD ON

VALPARAISO PLAN COMMISSION

PRESIDENT

EXECUTIVE DIRECTOR

# **SURVEYOR'S CERTIFICATE:**

I, CHRISTIAN F. MARBACH, HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND THAT TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF VALPARAISO UNIFIED DEVELOPMENT ORDINANCE, AND THE STANDARDS MANUAL; THAT THE MARKERS AND MONUMENTS SHOWN ON THE PLAT ACTUALLY EXIST; AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

CHRISTIAN F. MARBACH, P.S.
REG. L.S. NO. 880002
STATE OF INDIANA

NO. 880002
STATE OF INDIANA

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

CHRISTIAN F. MARBACH, MARBACH-PALM, INC.

STATE OF INDIANA )

) SS:

COUNTY OF PORTER )

BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED FRANK A. MARSHALL, MEMBER OF MBIP, LLC AND HE ACKNOWLEDGED THE EXECUTION OF THE FOREGOING AS HIS VOLUNTARY ACT AND DEED ON THIS

NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES: \_\_\_\_\_

# BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATION:

THIS PLAT WAS EXAMINED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF VALPARAISO FOR COMPLIANCE WITH THE STANDARDS MANUAL, AND APPROVED

THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ , 20\_\_\_\_\_ .

JONATHAN COSTAS, MAYOR

BILL OEDING, MEMBER

STEVE POULOS, MEMBER

ATTEST: SHARON SWIHART, CLERK-TREASURER

LAND SURVEYOR & ENGINEER
MARBACH-PALM, INC.
8888 E. U.S. HIGHWAY 20
P.O. BOX 960
NEW CARLISLE, INDIANA 46552
(574) 654-3450

OWNER
MBIP, LLC
1351 W. JOLIET ROAD
P.O. BOX 242
VALPARAISO, INDIANA 46384

DEVELOPER
MBIP, LLC
1351 W. JOLIET ROAD
P.O. BOX 242
VALPARAISO, INDIANA 46384

FLAT ROCK
SECONDARY PLAT
(NOVEMBER 17, 2016)

SHEET 1 OF 2

(REVISED APRIL 10, 2018)

A-36499



MARBACH-PALM, INC.
Consulting Engineers & Land Surveyors
8888 U.S. Highway 20, P.O. Box 960
New Carlisle, Indiana 46552 (574) 654-3450
Web: marbach.us

