

Planning Department

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

www.valpo.us

MEETING AGENDA

Valparaiso Plan Commission Tuesday, January 11th, 2022, 5:30 PM Valparaiso City Hall – Council Chambers

- 1. Roll Call
- 2. Adoption of Meeting Minutes
- 3. Old Business

PP21-002 (2nd Reading) – A petition filed by Olthof Homes c/o Todd A. Leeth and Katie L. Kopf of Hoeppner, Wagner & Evans 103 E. Lincolnway Valparaiso, IN 46383. The petitioner requests approval of a primary plat for a two-hundred and ten (210) lot subdivision to be known as Westwind Subdivision. The property in question is located at (Parcel #) 64-09-09-401-001.000-003.

PUD21-003 (WITHDRAWN) – A petition filed by Lennar Homes of Indiana c/o Todd A. Leeth and Katie L. Kopf of Hoeppner, Wagner & Evans 103 E. Lincolnway Valparaiso, IN 46383. The petitioner has withdrawn the request to rezone a property from Urban Residential (UR), General Residential (GR), Public Space (PS) and Commercial General (CG) to Planned United Development.

4. New Business

RP21-003 – A petition filed by Larson-Danielson Construction Co., Inc. c/o Tony Oss, 302 Tyler St, LaPorte, IN 46350. The petitioner requests approval of a replat of Lot 2 in the Appletree Ventures Minor Subdivision. The property in question is located at 2650 Barley Rd (Parcel #: 64-10-31-276-002.000-004).

PP21-003 – A petition filed by Lennar Homes of Indiana, Inc. c/o Todd A. Leeth and Katie L. Kopf of Hoeppner, Wagner & Evans 103 E. Lincolnway Valparaiso, IN 46383. The petitioner requests approval of a primary plat for a one-hundred and sixty (160) lot subdivision to be known as Iron Gate Subdivision. The property in question is located at the following parcel numbers: 64-09-09-200-006.000-004, 64-09-09-200-007.000-004 and 64-09-09-200-008.000-004.

5. Staff Items



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Election - Election of Officers for 2022

6. Adjournment

Matt Evans, President – Valparaiso Plan Commission Beth Shrader, Planning Director Next Meeting: February 1st, 2022

Interested persons can view the public hearing Live on the City of Valparaiso Website, www.valpo.us or via web conference at https://bit.ly/3smOK5M .

**Requests for alternate formats please contact Beth Shrader at bshrader@valpo.us or (219) 462-1161. **

PETITION TO VALPARAISO PLAN COMMISSION

This application is being submitted for (Check all that apply): PUBLIC HEARING REQUIRED: NO PUBLIC HEARING REQUIRED: To Rezone a Property from _____ to To Approve a Minor Subdivision (Lot Split) To Approve a Primary Plat To Approve a Final Plat To Approve a Planned Unit Development To Approve a Plat Amendment (PUD) Design/Architectural Approval in To Approve a Major Planned Unit Overlay District Development (PUD) Amendment To Annex Property into the City of Valparaiso, For Office Use Only: Petition #: To Vacate Alley To Appeal the Decision of the Plat Committee Application Filing Fee: Date Filed: ____/ ____/ _____ Meeting: ____/ ___/ SUBJECT PROPERTY INFORMATION TYPE OR PRINT IN INK Property Address: 400 N Valparaiso, IN 46385 Subject Property fronts on the North side between (streets) 250 West and Froberg Rd. Zoning District (Current): See Attached Description of Location of Property: ___ North side of 400 North between Zoning District (Proposed): See Attached 250 West and Froberg Road Zoning of Adjacent Properties: See Attached North: _____ South: ____ Parcel/Tax Duplicate Number: _____ 64-09-09-401-001.000-003 Present Use of Property: Vacant Land Subdivision (If Applicable): Westwind Subdivision Irregular Proposed Use of Property: Dimensions of Property: Front: _____ Depth: ____ 210 Lot Single Family Development Property Area (sq. ft./acres): 142.504 acres

PETITIONER INFORMATION			
Applicant Name: Olthof Homes	Address: c/o Todd A. Leeth and Katie L. Kopf 103 E. Lincolnway		
Phone:	Valparaiso, Indiana 46383		
Email:			
PROPERTY OWNER INFORMATION			
Applicant Name: Froberg Holdings	Address: 16553 Cava Dr.		
	Fishers, Indiana 46307		
Phone:			
Email:			
LEGAL DESCRIPTION OF SUBJECT PROPERTY: (EX	HIBIT NO)		
See Attached			
PROPOSED VARIANCES OR WAIVERS: (EXHIBIT N	lo)		
1.			
(

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.

Tour 6- to	11/12/2021
Signature of owner/Petitioner	Date
Todd A. Leeth, Attorney for Petitioner	
Printed name	
Subscribed and sworn to before me this 12	_day of November, acal.
Kuberty Swerner Notary Public	

My Commission Expires:

Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission)

1. That Froberg Holding		(is/are) the legal owner(s) of real property that is	s the
subject of a Petition I	efore the Plan Commission.	医大型性 医生生性 人名英格兰	
2. That Owner authorize the Petition filed before to restriction requested by	he Plan Commission. Petition he Plan Commission or prop	("Petitioner") to seek the relief soug ner is further authorized to commit to any reaso osed by the Petitioner.	ht in nable
W. Jakink	ex Novem	bew 11,2021	
Property Owner	Date		
Atohers) Amire.			HOLE.
// Op.			
Property Owner	Date		
	Date	Mueuber, 20 21.	
subscribed and sworn to be	Date		
Subscribed and sworn to be votary Public	Date ore me this \(\frac{\lambda \lambda \lambda}{\lambda} \) day of \(\frac{\lambda}{\lambda} \)		
Property Owner Subscribed and sworn to bel Notary Public My Commission Expires: "C	Date ore me this \(\frac{\lambda \lambda \lambda}{\lambda} \) day of \(\frac{\lambda}{\lambda} \)	Uneuber 20 IV.	

HOEPPNER
WACNER & Plan Commission
Application for Primary Plat
EVANS LLP
Petitioner: Olthof Homes
Date: November 12, 2021 Public
Hearing: December 14, 2021

Olthoff Homes

- 1. Zoning District (Current) Suburban Residential (SR)
- 2. Zoning District (Proposed) Suburban Residential (SR)
- 3. Zoning Adjacent Properties:

North: SR - Suburban Residential (City Jurisdiction)

R2 - Medium Density, Single Family Residential (County Jurisdiction)

South: R2 - Medium Density, Single Family Residential (County Jurisdiction)

East: ER – Estate Residential (City Jurisdiction)

West: R1 - Low Density, Single Family Residential (County Jurisdiction)

The Southeast ¼ of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana:

Excepting therefrom the South 543 feet of the West 1319 feet of said Southeast Quarter;

Also excepting therefrom that part of the remaining portion of the Southeast Quarter (after excepting the South 543 feet of the West 1319 feet thereof) that lies within the parcel described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 89 degrees 51 minutes 35 seconds East, along the South line of said Southeast Quarter, a distance of 1315.00 feet to the Southeast corner (as surveyed) of Berkoski Subdivision, as per plat thereof recorded in Plat Book 1, Page 93, now shown in Plat File 2-B-4, in the Office of the Recorder of Porter County, Indiana, and the Point of Beginning of this description;

Thence North 00 degrees 10 minutes 33 seconds East, along the East line (as surveyed) of said Berkoski Subdivision, a distance of 310.0 feet; thence North 89 degrees 51 minutes 35 seconds East, parallel with said South line of the Southeast Quarter, a distance of 140.00 feet; thence South 00 degrees 10 minutes 33 seconds West, parallel with said East line (as surveyed) of Berkoski Subdivision, a distance of 310.00 feet to said South line of the Southeast Quarter; thence South 89 degrees 51 minutes 35 seconds West, along said South line, 140.00 feet to the Point of Beginning.



ORDINANCE NO. 29, 2021

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO, PORTER COUNTY, INDIANA, ANNEXING CERTAIN REAL ESTATE TO THE CITY OF VALPARAISO, INDIANA

WHEREAS, on June 11, 2021, in accordance with Indiana Code §36-4-3-5.1, Olthof Homes filed a Petition for Annexation, to annex an area consisting of approximately 142.5 acres located outside of but contiguous with the City, more particularly described on Exhibit A attached hereto and incorporated herein ("Annexed Territory"). Such petition is incorporated by reference into this Ordinance; and

WHEREAS, on August 27, 2021, in accordance with Indiana Code §36-4-3-5.1, Dean M. Froberg filed a Petition for Annexation, to annex an area consisting of approximately 71 acres located outside of the City, more particularly described on Exhibit A attached hereto and incorporated herein ("Annexed Territory"). Such petition is incorporated by reference into this Ordinance; and

WHEREAS, the total annexation area, including three parcels and adjacent rights of way, is approximately 219 acres with 3,979 feet of contiguous perimeter with the City; and

WHEREAS, the City of Valparaiso, Porter County, Indiana ("City"), wishes to annex the Annexed Territory; and

WHEREAS, in accordance with Indiana Code §36-4-3-5.1(e), on or about September 27, 2021, the Common Council held a duly noticed public hearing regarding the Annexed Territory; and

WHEREAS, the Common Council has determined, in accordance with Indiana Code §36-4-3-5.1, the petition requesting a super voluntary annexation is signed by 100% of the owners of land within the Annexed Territory; and

WHEREAS, in accordance with Indiana Code §36-4-3-1.5, the Common Council has determined that the Annexed Territory is contiguous as at least one-eight (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the existing boundaries of the City; and

WHEREAS, on or about September 27, 2021, and prior to holding the above-referenced public hearing, in accordance with Indiana Code §36-4-3-3.1 and §36-4-3-12, the Common Council adopted by resolution a written fiscal plan for the Annexed Territory; and

WHEREAS, on or about July 13, 2021, the City's Plan Commission held a duly noticed public hearing regarding the initial zoning of the Olthof parcel; and

WHEREAS, on or about July 13, 2021, the City's Plan Commission voted by a vote of 8 - 0 to favorably recommend initially zoning the Olthof parcel as Suburban Residential (SR) District; and

WHEREAS, the Froberg agricultural parcels have proposed placeholder zoning of Rural (RU) District with no immediate plan for development; and

WHEREAS, the Common Council finds that the annexation and initial zoning of the Annexed Territory pursuant to the terms and conditions of this Ordinance is in the best interest of all owners of land in the Annexed Territory, is fair and equitable, and should be accomplished; and

WHEREAS, the Common Council now desires to annex the Annexed Territory.

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Valparaiso, Porter County, Indiana, as follows:

- **Section 1.** <u>Incorporation of Recitals</u>. The foregoing recitals are findings of fact by the Common Council and are incorporated into this Ordinance by reference.
- **Section 2.** Contiguity. The petition requesting super voluntary annexation for the Annexed Territory is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the existing boundaries of the City.
- **Section 3.** Annexed Territory. The real estate containing approximately 219 acres more or less more particularly described in Exhibit A attached hereto and incorporated herein, is hereby annexed to and declared part of the City of Valparaiso, Porter County, Indiana.
- **Section 4.** Councilmanic District. The Annexed Territory is hereby assigned City Council District No. 4 and shall become a part thereof immediately upon the effective date of this Ordinance.
- **Section 5. Zoning.** Upon the effective date of this Ordinance, the Annexed Territory shall be classified for zoning purposes as Suburban Residential (SR) and Rural (RU) Districts, subject to the terms of the Annexation Agreement effective simultaneously with this Ordinance, and attached hereto as Exhibit C.
- **Section 6.** Effective Date. Consistent with Indiana Code §36-4-3-5.1(j), this Ordinance shall be in full force and effect thirty (30) days after its passage by the Common Council and as provided by Indiana law.
- **Section 7.** Severability. The sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance.

DULY PASSED AND ADOPTED this 25th day of 00000000000000000000000000000000000	
Matthew R. Murphy, Mayor ATTEST:	
Holly Taylor, Clerk Treasurer	
Presented by me to the Mayor of the City of Valparaiso, Indiana, this 25th day of OCTODER, 2021 at the hour of 6:00 o'clock p.m. Holly Taylor, Clerk-Treasurer	
This Ordinance approved and signed by me this 25th day of 00tober, 2021 0.00 o'clock PM.	at
Matthew R. Murphy, Mayor	

Exhibit A

Legal Description - Westwind Annexation Area

PARCEL 1 (64-09-09-401-001.000-003):

THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA;

EXCEPTING THEREFOREM THE SOUTH 543 FEET OF THE WEST 1319 FEET OF SAID SOUTHEAST QUARTER;

ALSO EXCEPTING THEREFROM THAT PART OF THE REMAINING PORTION OF THE SOUTHEASTOUARTER (AFTER EXCEPTINGTHE SOUTH543 FEETOF THE WEST 1319 FEET THEREOF) THAT LIES WITHIN THE PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST OUARTER: THENCE NORTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1315.00 FEET TO THE SOUTHEAST CORNER (AS SURVEYED) OF BERKOSKI SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 93, NOW SHOWN IN PLAT FILE 2-B-4, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA, AND THE POINTOF BEGINNINGOF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE (AS SURVEYED) OF SAID BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET; THENCE NORTH 89 DEGRESS 51 MINUTES 35 SECONDS EAST, PARALLEL WITH SAID SOUTH LINEOF THE SOUTHEAST OUARTER, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGRESS 10 MINUTES 33 SECONDS WEST, PARALLEL WITH SAID EAST LINE (AS SURVEYED) OF BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 35 SECONDS WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PART OF COUNTY ROAD 250 WEST (TOWER ROAD) LYING WEST OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND THAT PART OF COUNTY ROAD 400 NORTH LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

AND

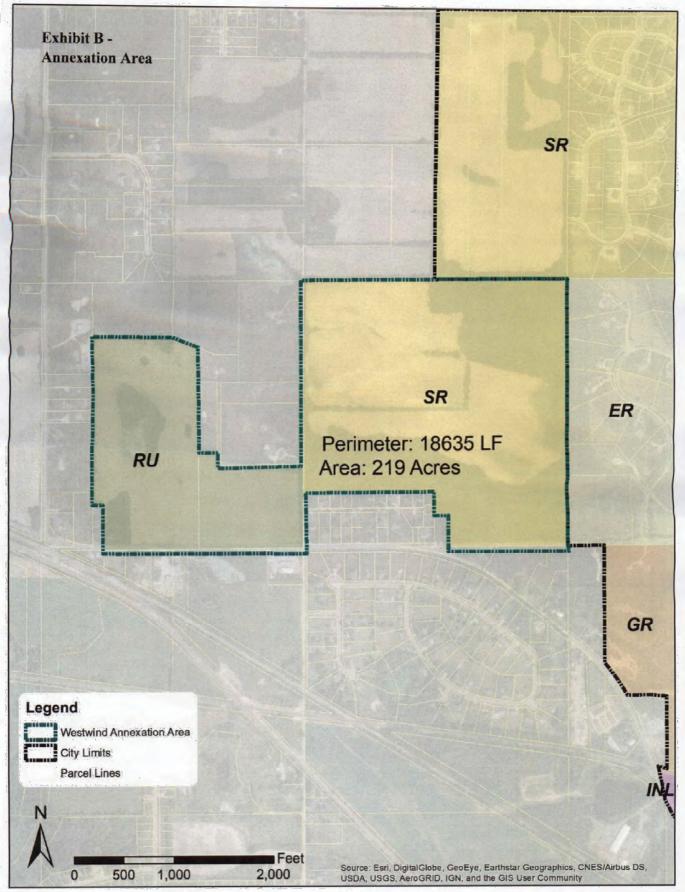
PARCEL 2 (64-09-09-300-022.000-003):

E1053.325 SW EX PARS SOLD 9-35-6 20.915A

AND

PARCEL 3 (64-09-09-300-015.000-003):

W1\2 SW EX W516.85 NOF RD 130 & EX RR & EX1A S 9-35-6 EX PT SLD 49.63A



ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made by and between Olthof Homes ("Petitioner"), and the City of Valparaiso, Indiana, a municipality created and existing pursuant to the laws of the State of Indiana ("City"), and jointly referred to herein as "Parties."

WITNESSETH:

WHEREAS, Petitioner has an interest in the following described real estate located in Porter County, Indiana (the "Property"):

Note: The following description is written along rights-of-way line(s) of existing roads on the side opposite the lands to be annexed. In these instances, it is the intent to include the interest in the road in the annexation without impacting or affecting the underlying interests of property owners on that opposite side of the road.

THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA;

EXCEPTING THEREFOREM THE SOUTH 543 FEET OF THE WEST 1319 FEET OF SAID SOUTHEAST QUARTER;

ALSO EXCEPTING THEREFROM THAT PART OF THE REMAINING PORTION OF THE SOUTHEASTQUARTER (AFTER EXCEPTINGTHE SOUTH543 FEETOF THE WEST 1319 FEET THEREOF) THAT LIES WITHIN THE PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1315.00 FEET TO THE SOUTHEAST CORNER (AS SURVEYED) OF BERKOSKI SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 93, NOW SHOWN IN PLAT FILE 2-B-4, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA, AND THE POINTOF BEGINNINGOF THISDESCRIPTION; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE (AS SURVEYED) OF SAID BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET; THENCE NORTH 89 DEGRESS 51 MINUTES 35 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGRESS 10 MINUTES 33 SECONDS WEST, PARALLEL WITH SAID EAST LINE (AS SURVEYED) OF BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 35 SECONDS WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PART OF COUNTY ROAD 250 WEST (TOWER ROAD) LYING WEST OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND THAT PART OF COUNTY ROAD 400

NORTH LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

WHEREAS, the Property is approximately 143 acres located on the north side of CR 400 North and the east side of CR 250 West (Tower Road) in unincorporated Porter County but contiguous to the corporate boundaries of the City of Valparaiso located within unincorporated Porter County, Indiana; and

WHEREAS, the Property is the subject of a proposed residential development consisting of approximately Two Hundred and Forty-three (243) homes of differing styles, to be known as the Westwind Subdivision; and

WHEREAS, Petitioner has prepared a certain Site Exhibit dated October 5, 2021 and prepared by Manhard Consulting Ltd for the Westwind Subdivision which is attached hereto as Exhibit "A". The Parties acknowledge and understand that the Site Exhibit is conceptual in nature, not the result of detailed final engineering work, and Petitioner can freely change or modify the layout and design of the Westwind Subdivision, except for the specific commitments hereinafter set forth and any must comply with all City ordinances, including the Unified Development Ordinance (as relaxed by any variances granted previously or in the future by the Board of Zoning Appeals); and

WHEREAS, on or about June 11, 2021, Petitioner filed Petition No. A21-001 (the "Petition") with the City seeking to have the Property annexed into the City and zoned as Suburban Residential (SR) District pursuant to the City's Unified Development Ordinance, and the Petition is hereby incorporated by reference into this Agreement as if fully set forth herein;

WHEREAS, on July 13, 2021, the City Plan Commission conducted a legally advertised public hearing on the Petition; and

WHEREAS, on July 13, 2021, the City Plan Commission made a favorable recommendation to the Common Council of the City by a vote of 8 to 0 to annex the Property and designate the Property to be within the Suburban Residential (SR) District on the Official Zone Map for the City; and

WHEREAS, on October 11, 2021, the Common Council of the City adopted Resolution No. 14-2021 and in doing so approved the Fiscal Plan for the Property. Resolution No. 14-2021 is hereby incorporated by reference into this Agreement as if fully set forth herein.

WHEREAS, also on October 11, 2021, the Common Council of the City convened a public hearing on the Petition; and

WHEREAS, on October 25, 2021, the Common Council of the City adopted Ordinance No. 29-2021 by a vote of _____ to ____ contingent upon the City and Petitioner executing an Annexation Agreement imposing certain requirements on the development of a residential subdivision on the Property. Ordinance No. 29-2021 is hereby incorporated by reference into this Agreement as if full set forth herein; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize and ratify the terms and conditions placed upon the Property as part of its annexation into the corporate limits of the City.

NOW, THEREFORE, in consideration of being permitted to be annexed into the City based upon the terms and conditions set forth herein, the Parties agree as follows:

- 1. <u>Incorporation of Recitals</u>. The above and foregoing recitals are true and correct and are hereby incorporated by reference and made a part of this Agreement.
- 2. <u>Conditions Related to Subdivision for Residential Purposes</u>. The Parties hereby acknowledge and agree that the current zoning of the Property is Medium Density Single Family Residential (R2) District in unincorporated Porter County, Indiana pursuant to the Official Zone Map. The Parties further acknowledge and agree that the City's Unified Development Ordinance permits a residential subdivision to be developed on the Property under the Suburban Residential (SR) District. In the event that Petitioner, or its successors and assigns, seek to develop a residential subdivision on the Property, the subdivision shall comply with all of the following requirements:
 - (a) All lots east of the easternmost residential street as shown on the Site Exhibit (Lots 202 to 210, inclusive, and Lots 162 to 128, inclusive) shall have a Lot Width (as that term is currently defined in the Unified Development Ordinance) of no less than the base zoning district standard for the Suburban Residential (SR) District which is ninety feet (90').
 - (b) The primary and secondary plats shall provide a community-owned common area/open space outlot with a width of thirty feet (30') or greater between the eastern boundary of the Property and all lots within the Property. Within this open space outlot there shall be a modified Class B Bufferyard with the following specifications:

Width	Large trees	Small trees	Shrubs
30 ft.	3 / 100 linear ft.	6 / 100 linear ft.	25 / 100 linear ft.

The Primary Plat for any subdivision on the Property shall provide this thirty-foot-wide common area be designated as a Bufferyard Preservation Easement. If the existing vegetation and trees provide for equal or greater opacity, then no new plantings within the Bufferyard Preservation Easement shall be required.

- (c) No fences shall be allowed in the Bufferyard Preservation Easement.
- (d) If it is legally and reasonably feasible, Petitioner shall install a walking path at least eight (8) feet wide extending along the north side of the Pepper Creek corridor from County Road 400 North/Vale Park Road to County Road 250 West/Tower Road north of the Berkoski Subdivision.

The walking path shall tie into a sidewalk built to city standards within the northern right of way of County Road 400 North/Vale Park Rd that extends approximately 285 feet from the Pepper Creek walking path east to the eastern property boundary. The Pepper Creek walking path shall also tie into a sidewalk built to city standards within the eastern right of way of County Road 250 West/Tower Road that extends approximately 1,200 feet from the west end of the Pepper Creek walking path on County Road 250 West/Tower Road northerly to the northermost residential street intersection of Westwind with County Road 250 West/Tower Road.

- (e) Petitioner shall use its best efforts to the design all stormwater basins within the Property retention ponds with water permanently present. Ponds shall be aerated and landscaped with native or near-native vegetation to improve bank stability and aesthetics. Ponds shall be designed to avoid safety hazards.
- (f) Petitioner shall cooperate with the City and the developer of the neighboring Iron Gate proposed subdivision to the north to provide for a utility and potential public road connection at a location reasonably acceptable to Petitioner. It is anticipated that this easement and road right-of-way be in the vicinity of Lot 197 on the Site Exhibit. Such road connection shall serve as for the installation of city utilities.

If any of the foregoing commitment(s) deviate from required development standards of the Unified Development Ordinance, Petitioner shall seek a variance from the Board of Zoning Appeals consistent with this commitment and this commitment shall only be required or enforced if the Board of Zoning Appeals grants the necessary development standards variance(s).

- 3. <u>Compliance with City Standards</u>. Until such time as the Property is sold or otherwise transferred to a third party, Petitioner shall at all times be responsible for maintaining the Property in compliance with all applicable sections of the City's Code of Ordinances, Unified Development Ordinance and all other ordinances, rules or regulations. All future development, construction or alternation of the Property shall be done in full conformance with all requirements of the City. Existing structures shall be non-conforming structures under the Unified Development Ordinance.
- 4. <u>Further Assurances</u>. Promptly upon request from time to time of any party, the other party(ies) shall execute, acknowledge and deliver, or cause to be done, executed, acknowledged or deliver, to or at the direction of such party, all further acts, powers and other documents and instruments as may be so requested to give effect to the terms and conditions of this Agreement.

- 5. <u>Deferred Annexation Effective Date</u>. This Agreement and the effective date of the annexation shall be determined to be the date of execution by the parties; and (ii) the adoption of Ordinance No. 29-2021; whichever is the last to occur. Petitioner reserves the right and opportunity to withdraw the Petition prior to the effective date of the annexation.
- 6. Merger. This Agreement constitutes the entire agreement of the parties, and all promises, undertakings, representations, agreements and understandings, and arrangements with reference to representations are herein merged.
- 7. <u>Construction</u>. This Agreement is entered into in the State of Indiana and shall be construed in accordance with the laws thereof. In the event of a conflict or ambiguity within this Agreement, the more restrictive provision shall be deemed to prevail. The headings appearing as titles for each of the provisions of this Agreement are included for purposes of convenience only and shall not be considered in the construction of any of the substantive provisions herein.
- 8. <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be possible.
- 9. <u>Amendments</u>. All amendments to this Agreement shall be in writing and approved and signed by all the parties, and no such amendment shall be effective unless and until so made.
- 10. Attorney's Fees. If any party to this Agreement seeks to enforce its terms or provisions by way of litigation or other methods of dispute resolution, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses from the non-prevailing party.
- 11. <u>Authority</u>. Each party hereto represents and warrants to the other that it is duly authorized by proper resolution or other such valid appointment to execute this Agreement.
- 12. <u>Recordation</u>. The Parties hereby acknowledge and agree that this Agreement will be recorded with the Office of the Recorder of Porter County, Indiana. The requirements of this Agreement shall run with the land and shall be binding upon and enforceable against Petitioners and their successors and assigns.

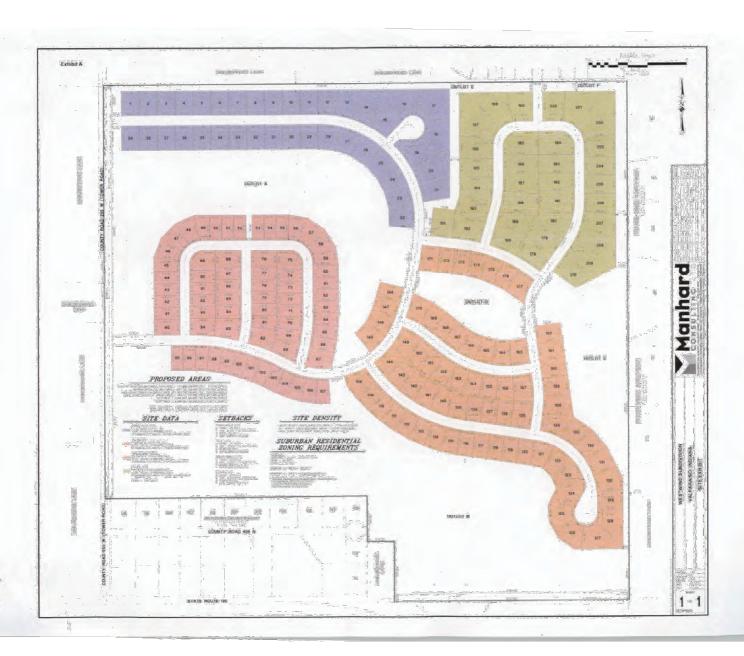
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates and year set forth below.

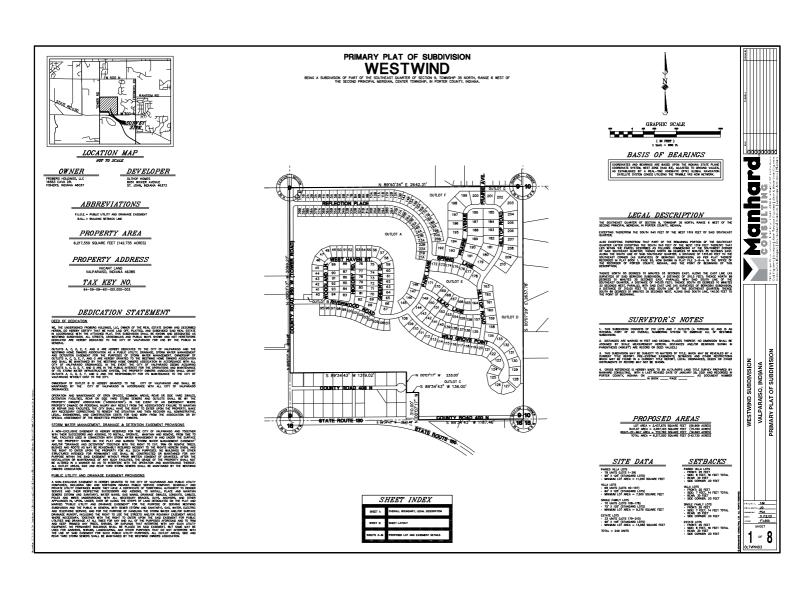
PETITIONER:

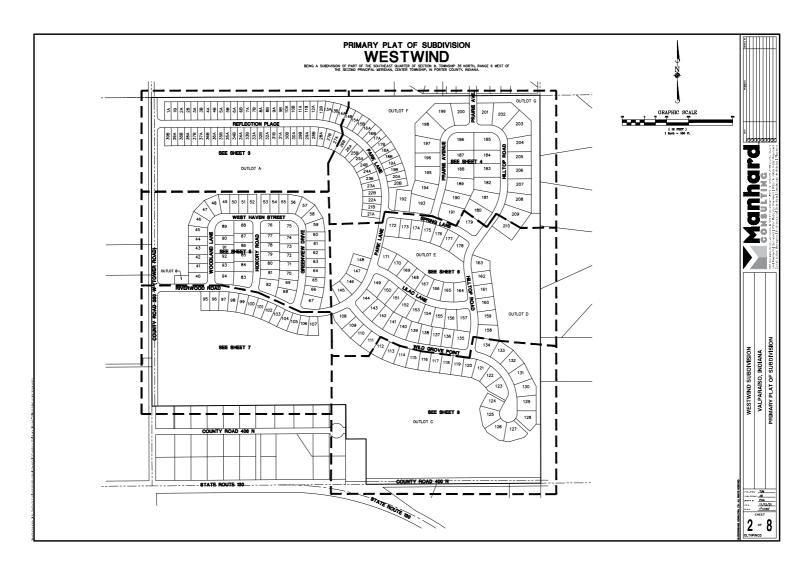
OLTHOF HOMES

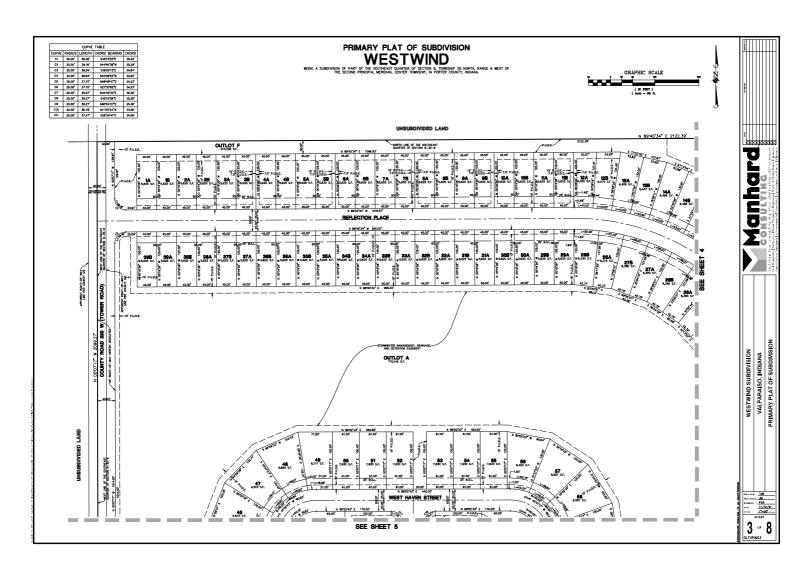
		By: OD Enterprises, Inc. By: Todd M. Olthof President	
STATE OF INDIANA)		
COUNTY OF) SS:)		
Olthof and personally know instrument, appeared before	n to me to be the persone me as the President	county and state, do hereby certify that Tod son whose name is subscribed in the foreg at of Olthof Homes, this day in person ument of his free and voluntary act.	going
Given under my han 2021.	d and notarial seal this	22nd day of October	,
My Commission Expires:		Rotables	
June 1, 2023) 	Notary Public Printed: Laura B. Van Nevel	
		Laura B. Van Nevel, Notary Public SEAL Lake County, State of Indiana My Commission Expires June 1, 2023	

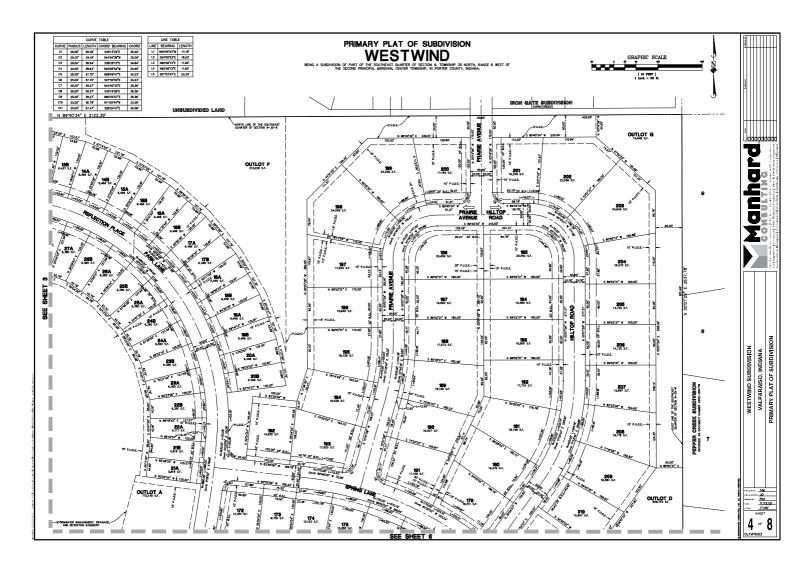
CITY:	CITY OF VALPARAISO, INDIANA
	By: Warth Wuyl Printed Name: MATTHEW & MURPHY Its: MAYOR
STATE OF INDIANA) COUNTY OF PORTER)	SS:
MATOR 2021, authorized to execute said docume	c, in and for said County and State, this <u>25th</u> day of personally appeared <u>MATHEN R MURPHY</u> , as the City of Valparaiso, Indiana, who has stated that they are not and have acknowledged the execution of the foregoing tary act for and on behalf of the City of Valparaiso, Indiana.
	Notary Public Printed: BARBARA ANN JONES County of Residence: Porter My Commission Expires: 212412029
	for perjury, that I have taken reasonable care to redact each ment, unless required by law. <i>Todd A. Leeth</i>
This Instrument Prepared By:	
Todd A. Leeth Hoeppner Wagner & Evans LLP 103 E. Lincolnway Valparaiso, Indiana 46383	HOEPPNER WAGNER & EVANS LLP ATTORNEYS AT LAW

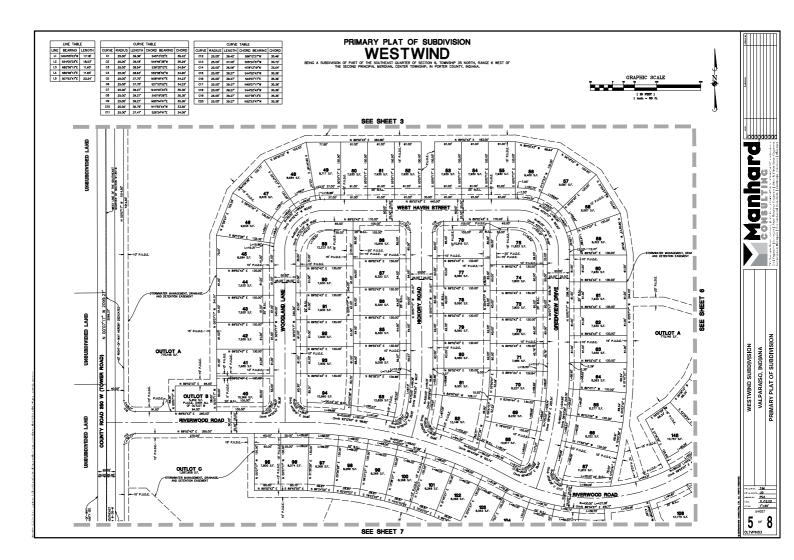


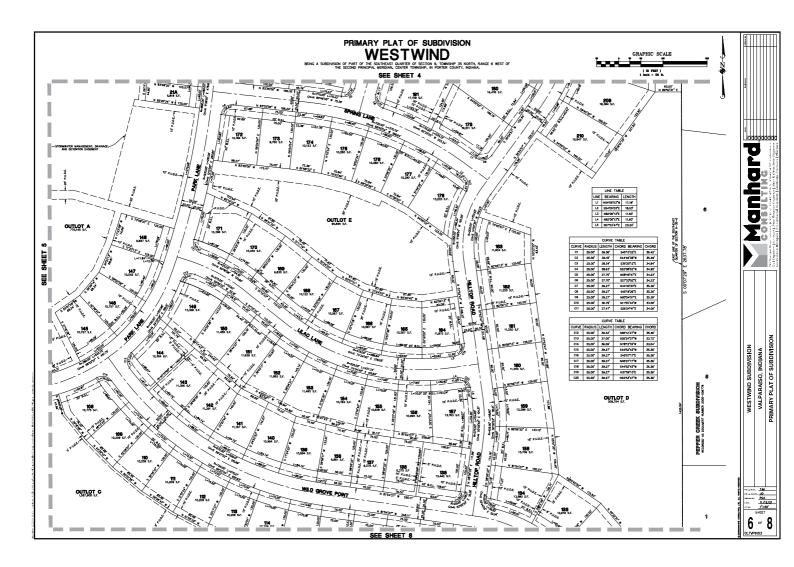


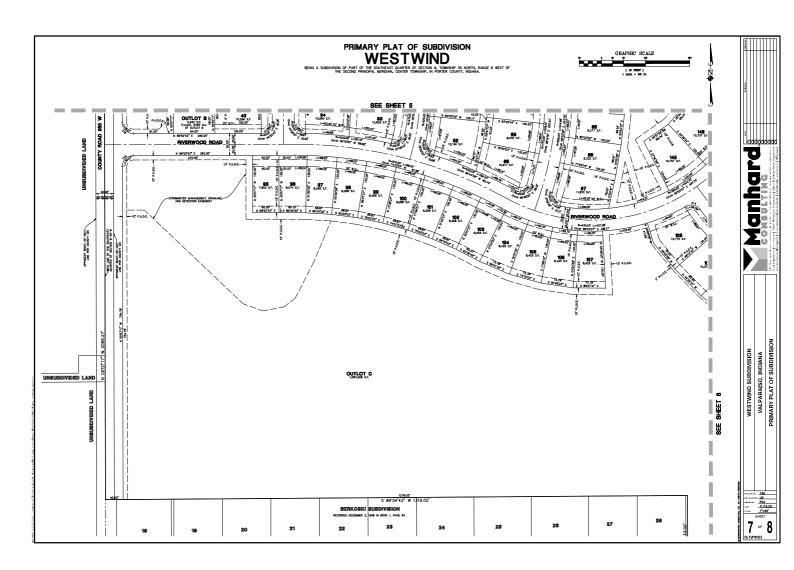


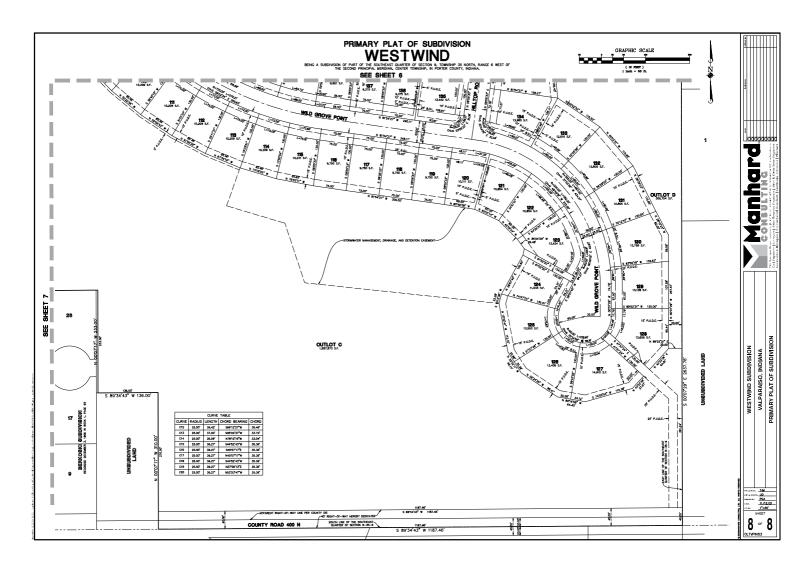












Preliminary Landscape Plan

WESTWIND

Valparaiso, Indiana

November 9, 2021

CONSULTANTS:





SUBJECT PROPERTY W 500 N W 500 N

LOCATION MAP
SCALE: 1"=500"



INDEX OF SHEETS

IEET NO.	DESCRIPTION
0	COVER SHEET
U	
1	OVERALL LANDSCAPE PLAN
2	PRELIMINARY LANDSCAPE PLAN
3	PRELIMINARY LANDSCAPE PLAN
4	PRELIMINARY LANDSCAPE PLAN
5	PRELIMINARY LANDSCAPE PLAN
6	PRELIMINARY LANDSCAPE PLAN
7	PRELIMINARY LANDSCAPE PLAN
8	LANDSCAPE DETAILS
9	LANDSCAPE DETAILS

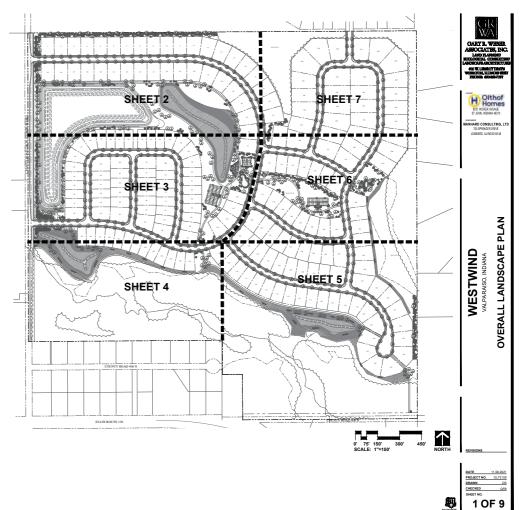
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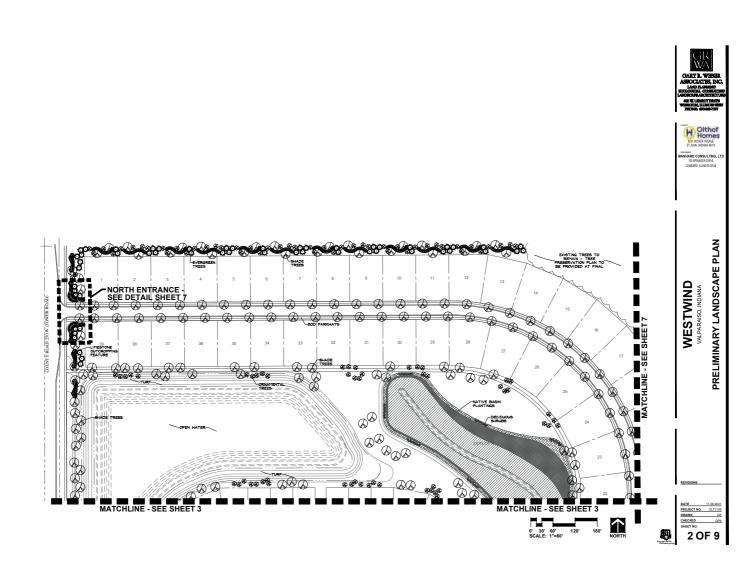


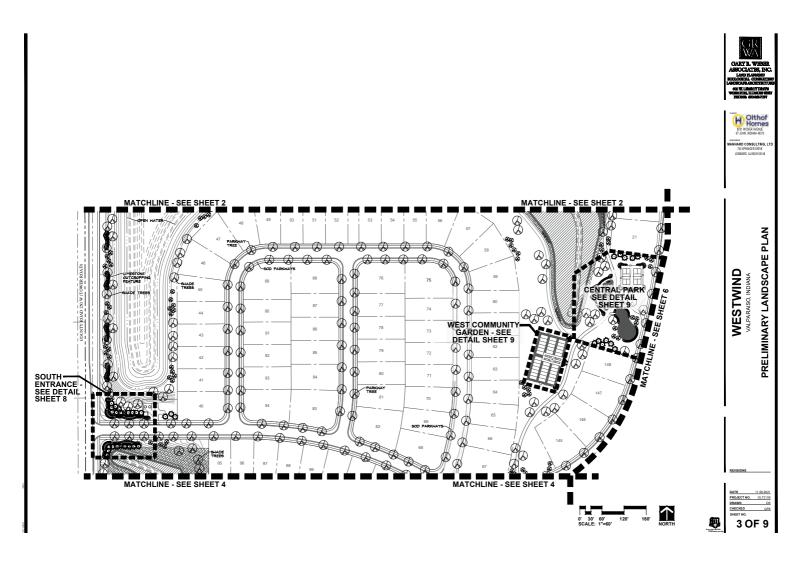
- The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stack, State of Illinois Horticultural Standards, and Local Municipal requirements. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.

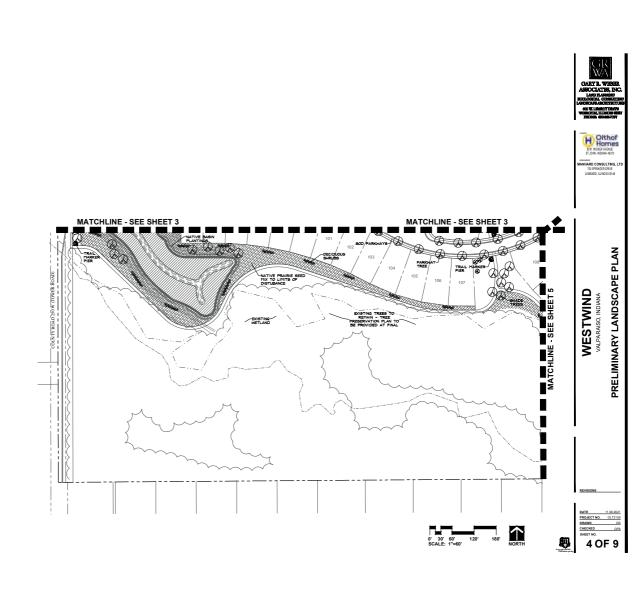
REPRESENTATIVE PLANT LIST

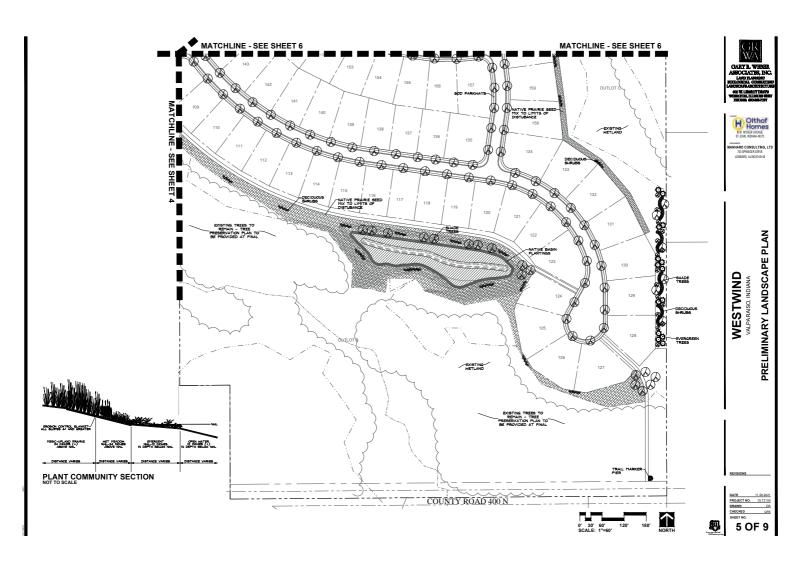
Key	Betanksl/Common Name SHADE TREES	Blas	Remerks
(λ)	Ager x freementi AUTUPN BLAZE MAPLE	2 1/2" Cel.	
W.	Celtis eccidentalis COPPON HACKBERRY	2 1/2" Cel.	
		2 1/2" Cal.	
	Gerous bioder SNAMP HHITE CAK	2 1/2" Cel.	
	Title omericano 'Hoksentry' SENTRY AMERICAN LINDEN	2 1/2" Cel.	
	Umus carpinifelia 'Regel' REGAL SMOOTHLEAF SLM	2 1/2" Cel.	
80	ORNAMENTAL TREES		
~	Amelanchier grandflore APPLE SERVICEBERRY	e' Tell	Multi-stem
	Betule nigre RIVER BIRCH	6' Tell	Multi-stem
	Cercie conssiensis EASTERN REDBUD	e' Tell	Multi-etem
	CORNELIANCHERRY DOGMOOD	6' Tell	Multi-etem
Au.	Malus 'Proirifire' PRAIRIFIRE CRABAPPLE	e' Tell	Multi-etem
0	EVERGREEN TREES		
	Ables consoler POITE FIR	6' Tell 6' Tell	
	Pices glauce 'Deneste' BLACK HILLS SPRUCE		
	Proce purgers GREEN COLORADO SPRUCE	6' Tell	
0	Thuje accidentalle 'Techny' MISSION ARBORYITAE	e' Tell	
880 8	DECIDUOUS SHRUBS	56" Tall	₩ o.c.
	Comus serioso "Balley!" BAILEY'S REDTHIS DOGROOD	96" Tell	4 0.6.
	Cotenaster coutifolis PEXING COTONEASTER	24" Tell	* o.c.
	Spirose betaifelia 'Ter' BIRCHLEAF SPIREA	24" Tell	# O.C
	Byrings meyeri 'Palisin' DHARF KOREAN LILAC	24" Tell	# O.C.
	Viburnum dentatum ARRONADOD VIBURNUM	Mar Tall	
	Viburnum trilabum "Hahis" HAHIS CRANSERRYBUSH VIBURNUM	86" Tell	4 o.c.
87	EVERGREEN SHRUBS JURISONUS STINONIS V. SENGONET "Virialis" GREEN AUGUSTY LAMPER	24° 1940	¥ 0.c.
	GREEN BARGENT JANPER	26° Wide	# O.C.
	Jiniperus chinerals 'Seogram' SEA GREEN JANPER	24" Wds	4 0.0.
	Juniserus chinerata 'Kaltoya Compact' KALLAY COMPACT PRITZER JUNIPER Texus x media 'Deneifermia' DENEE YEN	24" Wide	4 0.6.
	DENSE YEA		- 0.0.
4	Corespeis verticilista 'Zagreb' ZAGREM COREOPSIS	*	w o.c.
	Hosta slabelilana 'Frances Milliama' FRANCES HILLIAMS HOSTA	**	24° O.C.
	Hamerocellia Hospy Returns'		w ac
	Listrie spicota 'Kobeld' BLAZING STAR		18° O.C.
	BLAZING STAR Pernisetum elepsorroldes 'Hemeln' DHARF FOUNTAIN GRASS	42	24° O.C.
	DHARF FOUNTAIN GRASS Rusbookle fulgide 'Goldsturm' BLACK-EYED SUSAN		w o.c.
	BLACK-EYED SUSAN Solvia nemorosa "East Friesland" EAST FRIESLAND SALVIA		10° O.C.
			19° O.C.
	Sponstrolus Internispis PRAIRE DROPSEED SROUNDOOVERS		
	Eserymous fortunel vor. 'Coloratus' PURPLELEAF WINTERCREEPER	8874	n, o'c'
	Vince miner 'Dart's Blue' DART'S BLUE PERWINKLE	*6P4	w o.c.
	DOWN OF BRIDE ! BRIDE !		

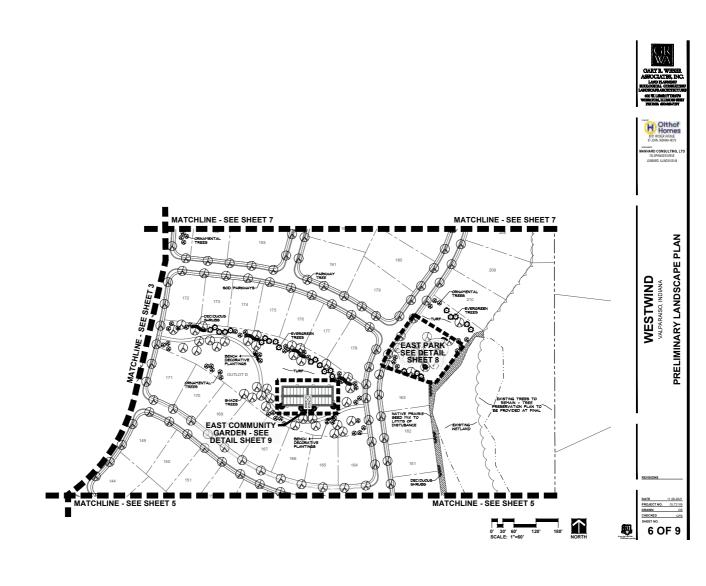


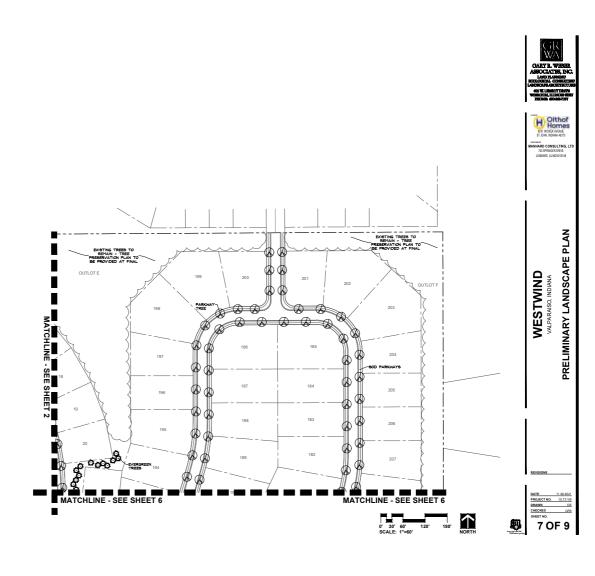


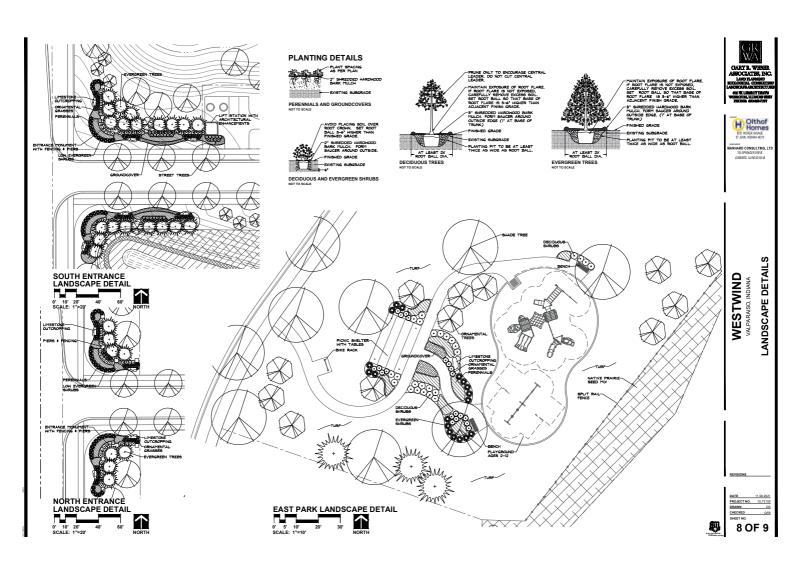


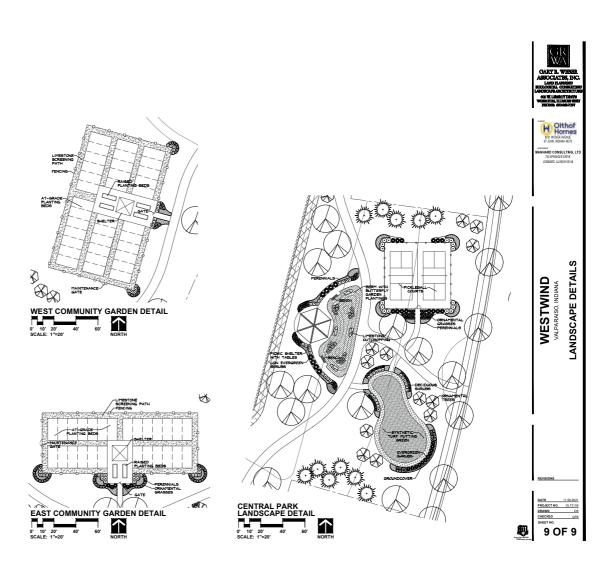














PRELIMINARY STORMWATER MANAGEMENT REPORT FOR WESTWIND SUBDIVISION VALPARAISO, INDIANA

PREPARED FOR:

OLTHOF HOMES 8051 WICKER AVENUE (US 41) ST. JOHN, INDIANA 46373 PHONE: (219) 558-8080

PREPARED BY:

MANHARD CONSULTING, LTD 700 SPRINGER DRIVE LOMBARD, ILLINOIS 60148 PHONE: (630) 691-8500

NOVEMBER 12, 2021

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Project Overview

The purpose of this Stormwater Management Summary is to identify the onsite detention requirements for the proposed subdivision and to manage the stormwater for the development site pursuant to the code provisions and accepted engineering practices. The proposed improvements are located at the northeast corner of Tower Road and 400N in the City of Valparaiso, Porter County, Indiana. This stormwater report will analyze existing and proposed conditions for the site and will meet the detention requirements of all phases of development. A site location map can be found on the Title Sheet of the associated plan set.

The Westwind Development is a proposed single-family and multi-family residential community consisting of 39 paired cottages (78 units), 68 villa lots, 70 single family lots, and 33 estate lots. The proposed development is located in the southeast quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana. The existing site is approximately 142.7 acres and consists of agricultural land, a large wooded area along the east and northeast portions of the property, and Pepper Creek, which is a heavily wooded riverine ditch along the south end of the property.

The Westwind Development is bordered by Pepper Creek Subdivision to the east, County Road 400N and residential land to the sound, and agricultural land to the south, Tower Road and residential land to the east, and agricultural land and proposed Iron Gate Subdivision to the north.

A Firmette showing panel 18127C0201D is included in this report and shows that the site includes Zone X flood areas.

A National Wetland Inventory Map is included in the report for the project that indicates several potential wetlands onsite. The major wetland is Pepper Creek on the south side of the site, which is generally avoided with all development. Additionally, there are some freshwater emergent and freshwater forested wetlands onsite. A large wetland along the east property line will be maintained throughout the development process and maintained as a natural feature.

The soils onsite consist of several different types, though it is mostly silt loam, with a mix of clay loams and muck onsite as well. A NRCS soil map is included in this report. A detailed table of on-site soils and their hydrologic properties are below.

	Soil Information					
Soil Name	Soil Description	Hydrologic Soil Group	Hydrologic Soil Group Used in Calculations			
Ad	Adrian much, drained, 0-1% slopes	A/D	D			
BaA	Blount silt loam, Lake Michigan Lobe, 0-2% slopes	C/D	D			
ChC	Chelsea fine sand, 6-12% slopes	Α	A			
Hm	Houghton much, ponded	A/D	D			
MoB	Metea loamy fine sand, 1-6% slopes	В	В			
Мр	Milford silty clay loam, 0-2% slopes	C/D	D			
OzaB2	Ozaukee silt loam, 0-2% slopes, eroded	С	С			
OzaD2	Ozaukee silt loam, 12-18% slopes, eroded	С	С			
OzlC3	Ozaukee silty clay loam, 6-12% slopes, severely eroded	С	С			
Pa	Palms muck, drained	B/D	D			
Pe	Pewamo silty clay loam	C/D	D			
RaB	Rawson loam, 0-2% slopes	С	С			
RaC2	Rawson loam, 6-12% slopes, eroded	С	С			
Wa	Wallkill silt loam	B/D	D			
Wh	Washtenaw silt loam	B/D	D			

For the detention analysis, rainfall depths were determined by Table V-2 from the Porter County Stormwater Ordinance. For on-site overland flow routes and storm sewer analysis, rainfall depths were determined by Table 2-4 and Table 2-5 in the City of Valparaiso Stormwater Technical Standards Manual. The SCS Type II, 24-hour rainfall distribution was used from Table 2-6 for the 24-hour storm as specified in the Stormwater Technical Standards Manual as well.

Required detention volumes were determined based using portion of the Porter County and City of Valparaiso Stormwater Technical Standards Manual based on the 100-year analysis. The proposed release rate was determined using the lesser of the allowable rate of 0.5 cfs/ac, the existing 2-year 24-hour flow, and the downstream capacity. The proposed development is working with the City and County to reduce stormwater impacts downstream by further reducing the allowable release rate to meet the county rate of 0.13 cfs/ac at locations with a direct discharge to Porter County. The proposed detention basins were analyzed using PondPack (TR55 methodology). Where reasonably possible, the limits of the subdivision are tributary to the ponds.

Existing Drainage Characteristics

The existing site is mostly farmed area, with a large, wooded area in the northeast corner of the site, as well as a heavily vegetated and wooded area along the southern property line. The site is well drained and has slopes ranging from 1% - 30% in the farmed and wooded areas. There is a defined ditch that runs from the northeast corner of the property to the southwest, where it discharges through a 36" culvert under Tower Road. The northern portion of the site, approximately 60 acres, discharges through the 36" culvert. The rest of the development drains to the south, where it enters Pepper Creek, which runs through the property. Pepper Creek leaves the site via a 74" culvert under Tower Road.

There are several small depressional areas onsite that fill up and overtop in existing conditions prior to stormwater leaving the site. Depressional Area 2 fills up and spoils into Depressional Area 1, which drains into Tributary Area 1 and drains through the existing 36" culvert under Tower Road.

Depressional Area 3 is a larger area that feeds the apparent onsite wetland. This area eventually overtops and spills into Depressional Area 4. Depressional Area 4, however, has several open drains at its low point and does not hold water. It was analyzed with drains and an earthen weir as a spillway to show the rate at which water left the site, its peak volume is not depressional because it is drained. Depressional Area 4 drains into Tributary Area 2, which enters Pepper Creek and leaves the site via the 74" culvert under Tower Road.

There are several off-site areas that drain onto and through the subject property. In general, Pepper Creek has a significant tributary area. This was not delineated or included in any calculations as Pepper Creek and it's outlets to the site, and from the site, will not be altered with this development.

Aside from Pepper Creek, there are other areas that drain onto the property. Pepper Creek Subdivision, directly to the east of the property, has multiple areas that sheet flow and drain onto the property. Additionally, Pepper Creek Detention Basin 3 outlets onto the property. These area of Pepper Creek drain through the property and outlet to either the 36" or 74" culverts under Tower Road.

To the north and northeast, there is approximately 47 acres that drains through the property via the Brigata Hills Subdivision. This area includes the southern portion of the subdivision as well as area further to the east that drains into Brigata Hills. There is a detention basin in the southwest corner of Brigata Hills that drains to the property directly north of the proposed development, that then drains onto the property and into the 36" culvert under Tower Road. The table below summarizes the 2, 10, and 100-year flows in existing conditions for the onsite and off-site areas.

Existing Conditions Summary Table							
Outlet	2-Year 24-	2-Year 24-Hour	10-Year 24-	10-Year 24-Hour	100-Year 24-	100-Year 24-Hour	
Location	Hour Flow	Flow with Offsite	Hour Flow	Flow with Offsite	Hour Flow	Flow with Offsite	
36" CMP	27.13	40.66	62.02	95.34	161.94	257.74	
74" CMP	71.25	71.25	141.58	141.58	308.38	308.38	

Proposed Drainage Characteristics

The proposed site consists of 39 paired cottages (78 units), 68 villa lots, 70 single family lots, and 33 estate lots, roadway, storm sewer, watermain, sanitary sewer, and detention basin construction. The detention ponds are designed to provide stormwater detention for the proposed on-site conditions per the City of Valparaiso standards. Pond A is designed as an open water detention pond so it will be aesthetically pleasing, provide stormwater detention, and provide room for sedimentation. Pond B, C, and D are all designed to be dry bottom ponds with a small sump connecting the inflows to the outflow of the pond, which will also allow for sedimentation.

The system was modeled and designed using PondPack. The hydrologic modeling used the NRCS Type II rainfall distribution and Porter County rainfall data to analyze the required detention for the 100-year 24-hour event. As detailed earlier in the report, the release rate was governed by the lesser of the Porter County release rate, City of Valparaiso release rate, and existing 2-year release rate from the site, depending on this discharge point. A summary table is below that clarifies the release rate from each pond.

Basin	Discharge Location	Existing Tributary Area to Discharge Location (Ac.)	Existing 2-Year 24- Hour Discharge Rate (cfs)	Porter County Release Rate (cfs)	City of Valparaiso Release Rate (cfs)	Allowable Release Rate (cfs)
Pond A	Porter County	60.94	27.13	7.92	N/A	7.92
Pond C*	City of Valparaiso	78.78		N/A		
Pond D*	City of Valparaiso	(47.85 Hydrologically Disturbed)	71.25	N/A	23.92	23.92

^{*}Pond C and Pond D both discharge to Pepper Creek, the release rate is shared for the basins

The development uses a series of detention basins to reduce the flow of stormwaters off-site. Pond B detains 29.99 acres and slowly releases the flow into Pond A. Pond A has a discharge point to the existing 36" culvert, but it has a secondary release point that directs water to Pond C. Pond C has a small tributary area, but by having Pond A discharge to Pond C it helps to maintain existing drainage conditions and prevents additional stormwater from discharging into the 36" culvert. A summary of the detention basins is below that details out the provided and required volumes, as well as the allowable and proposed release rates.

Pond D works in conjunction with Depressional Area 3, which will remain in place after the proposed improvements. Stormwaters on-site are routed to Depressional Area 3 to maintain the wetland hydrology. A culvert has been added to Depressional Area 3 connecting to Pond D to reduce the potential standing water in the wetland. The intent of this is not to provide detention in the wetland, but to prevent increasing the potential standing water elevation in Depressional Area 3 since the depression extends off-site.

Pond	Proposed Tributary Area (Ac.)	NWL	Design HWL	Volume Provided (Ac-Ft)	100 Year HWL	Volume Required (Ac-Ft)	Release Rate (cfs)	Allowable Release Rate (cfs)	Orifice Size (in)
Pond A	50.54	694.00	698.00	24.00	696.96	16.95	6.41	7.92	12.5
Pond B	29.99	708.00	712.00	9.15	710.96	6.00	N/A	N/A	18.0
Pond C	6.13	679.00	682.50	3.11	681.73	2.21	13.41	23.92	21.0
Pond D	9.42	700.00	704.00	3.44	702.98	2.35	5.05	23.92	11.0
Ex Wetland	12.71	706.30	N/A	4.99	708.54	2.70	N/A	N/A	12.0

In accordance with the City of Valparaiso standards, the off-site flow tributary to the project will be routed through the development and into the detention ponds, then bypassed through the overflow weirs of the ponds. In general, the 10-year flow will be piped with in storm sewer in combination with on-site flows and drained into the detention basins. The 100-year flow will use overland flood routes in series to reach the detention basins. The overland flood routes will be designed in a way that does not increase water elevations off-site and protects the proposed homes from flood damage.

It should be noted that the property directly north of the development is currently being developed into a residential subdivision named Iron Gate. While the off-site flow is calculated to drain through the proposed development, if Iron Gate is developed and constructed prior to Westwind, the stormwater conditions will be altered and the off-site flows will be reduced.

Stormwater Pollution Prevention and Post Construction Stormwater Quality

During construction, silt fence will be installed along the perimeter of proposed grading operations for the project where applicable. A temporary gravel construction entrance and wheel wash station will be utilized to minimize sediment being tracked from the site onto the public roadway. Dust Control, Spill Prevention and Control, and Solid Waste Management will be provided when required in accordance with City of Valparaiso and IDEM requirements. All existing and proposed drainage structures will be protected from sedimentation with barriers meeting accepted criteria, standards and specifications. All disturbed ground left inactive for fifteen (15) days or more will be stabilized by seeding, sodding, mulching, covering, or by other equivalent erosion control measures.

Post-Construction Water Quality BMPs for the project are found in the various detention basins. The City of Valparaiso Stormwater Management Ordinance requires that 80% of Total Suspended Solids (TSS) be removed from the stormwater prior to being discharged offsite.

Ponds B, C, and D are designed as a dry detention basins, with other stormwater quality components installed as well. The sump in the middle of the pond functions as a forebay for large sediment and other pollutants to collect rather than being discharged offsite. The sump also acts as a low flow channel where small rainfalls will collect and eventually discharge from the basin. Additionally, the bottom of the basin will be seeded with a no-mow fescue seed mix, which will help naturally filter out pollutants as well as remove TSS.

Pond A is a wet basin, which meets the 80% TSS removal requirement as put forth in the City of Valparaiso Stormwater Management Ordinance. The inlets to the pond will have rip rap that will reduce any erosion around the pond bank as well.

Emergency Overflow Weirs

The detention pond is designed to detain up to the 100-year storm, but in the event of storms in excess of the 100-year frequency, an overflow weir is provided to allow stormwater to leave the basins. Based on the City of Valparaiso Stormwater Technical Standards Manual, the required discharge required to overflow out of the pond is 1.25 times the peak flow of the tributary area entering the pond. This peak flow includes the offsite flow that is tributary to the basins that is bypassed through the subdivision.

Pond	Peak Inflow	Required Weir Flow	Weir Length	Peak Weir Elevation
Pond A	331.02	413.78	300	698.60
Pond B	228.75	285.94	150	712.70
Pond C	44.14	55.18	50	683.00
Pond D	58.53	73.16	50	704.60

Conclusion

The proposed Westwind Subdivision improvements provide stormwater management consistent with the requirements of the City of Valparaiso standards. In addition, best management practices will be provided throughout the entire construction process to ensure that stormwater runoff is improved to the extent possible before being released. Should you have any questions, comment or concerns regarding the content of this report, please do not hesitate to contact Manhard Consulting.

Trevor Murphy, P.E

Project Manager

[F][]L]E]D

NOV 0 8 2021

		1101 0 0 7751
STATE OF INDIANA		BEFORE THE PLAN COMMISSION
COUNTY OF PORTER)	FOR THE CITY OF VALUE OF STREET
Applicant:		Clerk-Treasurer

LENNAR HOMES OF INDIANA

AMENDMENT TO APPLICATION TO REZONE

Comes now, Lennar Homes of Indiana (the "Applicant"), by counsel, Todd A. Leeth and Katie L. Kopf of Hoeppner Wagner & Evans LLP, and does hereby amend that certain Application for Rezone filed by the Applicant on July 9, 2021, (the "Application") in the following respects:

- 1. Applicant does hereby amend the Application to change the requested zoning classification from Traditional Neighborhood Development to Planned Unit Development. Applicant does submit herewith the proposed Ordinance for The Preserves at Porter's Vale PUD together with supporting documents pursuant to UDO §15.503.
- 2. Applicant does hereby amend the Application to add parcel number 64-10-20-426-002.000-029 to its Application. The ownership of this parcel is vested in Vansland, LLC, same as the original parcels listed on the Application.

- 3. Applicant respectfully requests that the Rules of Procedure be suspended to allow the Plan Commission to take final action and vote on the recommendation to the Common Council at the conclusion of the Public Hearing.
- Applicant does hereby amend the Application to include the Affidavit and Consent of Property Owner, attached hereto.
- 5. Applicant does hereby tender an additional One Thousand Nine Hundred Fifty Dollars (\$1,950.00) to supplement the original filing fee of One Hundred Fifty Dollars (\$150.00) (the fee for an Application to Rezone) so as to equal the correct filing fee for the Application, as amended, and determined as follows:

Filing fee for a PUD is \$500 + \$10/lot 160 lots x \$10.00 = \$1,600 \$1,600 + \$500 = \$2,100.00\$2,100.00 - \$150.00 (original filing fee) = \$1,950.00

This Amendment to Application to Rezone is made this day of November, 2021.

Respectfully submitted,

Todd A. Leeth/Katie L. Kopf HOEPPNER WAGNER & EVANS LLP

103 E. Lincolnway

Valparaiso, Indiana 46383

Attorneys for Lennar Homes of Indiana

Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission)

Vansland LLC being	e dully sworn upon his /har noth hair	
states:	g dully sworn upon his/her oath, being of sound min	nd and legal age deposes
1. That Jeanette E.	VAV DELTOLL("Owner") (is/are) the legal owner(s) of real property that in
subject of a Petition before	ore the Plan Commission.	of real property that is
2. That Owner authorizes	Lennar Homes of Indiana	
the Petition filed before the	Plan Commission. Petitioner is further authorized Plan Commission or proposed by the Petitioner.	to seek the relief sough to commit to any reason
seanotte Darillori	tall 7-13-21	
Property Owner	Date	
Property Owner	Date	
Subscribed and sware se be c	18 S.l	21
Subscribed and sworn to before	me this 10 day of 20 =	21
Homanaka Laster		
Notary Public	ist thus	
My Commission Expires:	NDRAMINA	
31.75	Balling St.	
Date 29	NOTAD, THE	7.
Date	ST AND A	
	SEA VALID LE	

PETITION TO VALPARAISO PLAN COMMISSION

This application is being submitted for (Check all that apply):

PUBLIC HEARING REQUIRED:	NO PUBLIC HEARING REQUIRED:			
To Rezone a Property from to To Approve a Primary Plat To Approve a Planned Unit Development (PUD) To Approve a Major Planned Unit Development (PUD) Amendment To Annex Property into the City of Valparaiso,	To Approve a Minor Subdivision (Lot Split) To Approve a Final Plat To Approve a Plat Amendment Design/Architectural Approval in Overlay District For Office Use Only:			
IN To Manage Allers	Petition #:			
To Vacate Alley To Appeal the Decision of the Plat Committee				
	Application Filing Fee:			
	Meeting: / /			
SUBJECT PROPERTY INFORMATION	TYPE OR PRINT IN INK			
	Subject Property fronts on the West side			
Property Address: 2650 Barley Road, Valparaiso, IN 46383	between (streets) n/a (no cross streets)			
Description of Location of Property: Lot 2 of the Appletree Ventures Minor	Zoning District (Current): INL - Light Industrial Zoning District (Proposed): INL - Light Industrial			
Subdivision. A parcel of land on Barley Road along the west side of State Road 49. Property is across SR 49 from the Porter	Zoning of Adjacent Properties:			
County Jail.				
D. LITT. D. D. L. A. Namakan	North: County (A1) South: INL - Light Ind.			
Parcel/Tax Duplicate Number: 64-10-31-276-002.000-004	East: INH - Heavy Ind. west: County (A1)			
04-10-31-270-002.000-004	Present Use of Property:			
Subdivision (If Applicable):	Light Manufacturing & Warehouse/Distribution			
Appletree Ventures Minor Subdivision				
Dimensions of Property: Front: 522.5' Depth: 1063'	Proposed Use of Property:			
Property Area (sq. ft./acres): 12.77 acres				

PETITIONER INFORMATION	
Applicant Name: Larson-Danielson Construction	Address: attn: Tony Oss
Larson-Danielson Construction Co., Inc.	502 17101 011001 Edi 0110 ₁ 111 10003
Phone:	
Email:	
PROPERTY OWNER INFORMATION	
Applicant Name:	Address:
Barley Properties LLC	2850 Barley Road, Valparaiso, IN 46383
Phone:	
Email:	
LEGAL DESCRIPTION OF SUBJECT PROPERTY: (EXHIBIT NO.)
Lot 2 in Appletree Ventures Minor Subdivision as p	per the plat thereof recorded as Document Number
2019-012549 in the Office of the Recorder of Porte	er County, Indiana.
_	
PROPOSED VARIANCES OR WAIVERS: (EXHIBIT NOA_)	

Exhibit A

Barley Properties Proposed Variances

Non-Conforming Lot. Concurrent track submission for variances is being made through City of Valparaiso BZA:

- 1) Section 6.305 Proposed subdivision creates a landlocked parcel that requires a variance. An ingress/egress easement will be provided to allow for access to this parcel to Barley Road.
- 2) Section 3.505 Proposed subdivision creates a parcel which does not have the minimum frontage required for a Light Industrial (INL) lot.

Other developmental variances may be required which are not related to the subdivision.

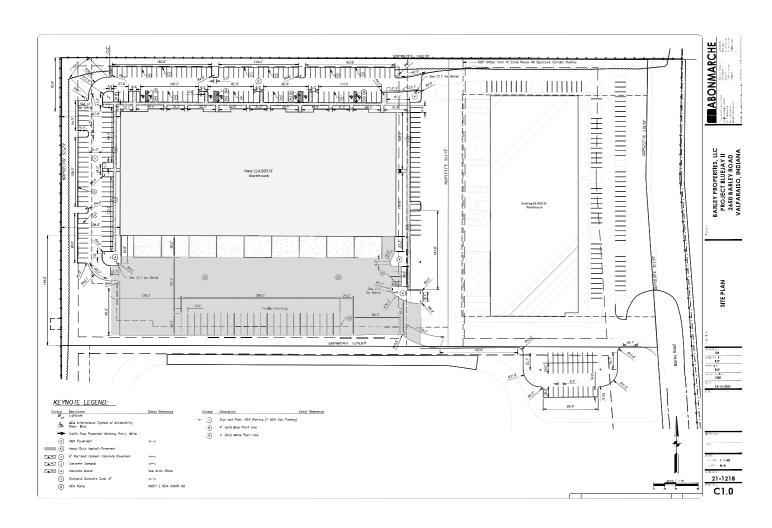


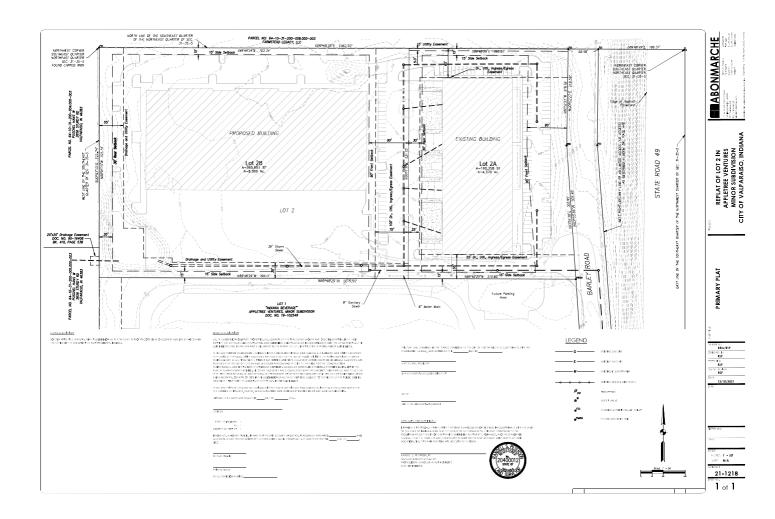
64-10-31-276-002.000-004 Owner1: Barley Properties LLC Owner1 Address: 2850 Barley Rd Valparaiso IN

Site Address: 2650 Barley Rd Valparaiso IN 46383

Legal Description: Appletree Ventures Minor Sub Lot 2 12.769A Ditch Tif Homestead Filed: False







PETITION TO VALPARAISO PLAN COMMISSION

This application is being submitted for (Check all that ap	ply):		
PUBLIC HEARING REQUIRED:	NO PUBLIC HEARING REQUIRED:		
To Rezone a Property from to X To Approve a Primary Plat To Approve a Planned Unit Development (PUD) To Approve a Major Planned Unit Development (PUD) Amendment To Annex Property into the City of Valparaiso,	To Approve a Minor Subdivision (Lot Split) To Approve a Final Plat To Approve a Plat Amendment Design/Architectural Approval in Overlay District		
IN To Vacate Alley To Appeal the Decision of the Plat Committee	Petition #: Application Filing Fee:		
	Date Filed: / /		
SUBJECT PROPERTY INFORMATION	TYPE OR PRINT IN INK		
Property Address: 500 N. Valparaiso	Subject Property fronts on the South side between (streets) 250 W and 175 W		
Description of Location of Property: South side of road between 250 W. and 175 W	Zoning District (Current): SR-Suburban Residential Zoning District (Proposed):		
	Zoning of Adjacent Properties:		
Parcel/Tax Duplicate Number: 64-09-09-200-006.000-004 64-09-09-200-007.000-004	North: R2 Medium Density Residential (County) East: SR - Suburban Residential West: R2 Medium Density ER - Estate Residential West: R2 Medium Density Residential (County)		
6409-09-200-008.000-004	Present Use of Property:		
Subdivision (If Applicable): Iron Gate			
Irregular Dimensions of Property: Front: Depth:	Proposed Use of Property:160 lot residential subdivision		
Property Area (sq. ft./acres):			

PETITIONER INFORMATION	
Applicant Name: Lennar Homes of Indiana, Inc.	Address:c/o Todd A. Leeth and Katie L. Kopf Hoeppner Wagner & Evans LLP 103 E. Lincolnway
Phones	Valparaiso, Indiana 46383
Email:	
PROPERTY OWNER INFORMATION	
Applicant Name: Iron Gate V LLC	Address: 214 Edgewood Dr. Valparaiso, Indiana 46385
Phone:	
Email:	
LECAL DESCRIPTION OF CURIEST PROPERTY (FAMILIE	
LEGAL DESCRIPTION OF SUBJECT PROPERTY: (EXHIBIT	I NO)
See Attached	
PROPOSED VARIANCES OR WAIVERS: (EXHIBIT NO)

EXHIBIT A LEGAL DESCRIPTION

Parcel 1: A parcel of Property in the East One-Half of the Northeast Quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian in Porter County, bounded and described as follows:

Commencing at the Northeast comer of said Northeast Quarter, thence South 0 degrees 09 minutes 07 seconds East, along the East line of said Northeast Quarter, 2638.50 feet to the Southeast comer of said N01iheast Quarter; thence South 89 degrees 35 minutes 41 seconds West, along the South line of said Northeast Quarter, 660.69 feet; thence North O degrees 09 minutes 33 seconds West 2638.68 feet to the No1ih line of said Northeast Quarter; thence North 89 degrees 36 minutes 39 seconds East, along said No1th line, 661.02 feet to the point of commencement; Excepting therefrom the North 436 feet of the East 100 feet of the East Onehalf of the Northeast quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana.

Property No. 64-09-09-200-008.000-004

PARCEL 2: A parcel of Property in the East One-Half of the No1theast Quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian in Porter County, bounded and described as follows: Commencing at a point on the North line of the East One-Half which is 330.51 feet East of the Northwest corner of said East One-Half; thence North 89 degrees 36 minutes 39 seconds East, along the North line, 330.51 feet; thence South O degrees 09 minutes 33 seconds East 2638.78 feet to the South line of said East One-Half; thence South 89 degrees 35 minutes 41 seconds West, along said South line, 330.51 feet; thence North O degrees 09 minutes 45 seconds West 2638.78 feet to the point of commencement.

Property No. 64-09-09-200-007.000-004

PARCEL 3: A parcel of Property in the East One-Half of the Northeast Quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, bounded and descried as follows:

Commencing at a point on the North line of the East One-Half which is 330.51 feet East of the Northwest corner of said East One-Half; thence South O degrees 09 minutes 45 seconds East 2638.68 feet to the South line of said East One-Half; thence South 89 degrees 35 minutes 41 seconds West, along said South line, 330.35 feet to the Southwest comer of said East One-Half; thence North O degrees 10 minutes 01 seconds West, along the West line of said East One-Half, 2638.87 feet to the Northwest corner of said East one-Half; thence North 89 degrees 36 minutes 39 seconds East, along said North line, 330.51 feet to the point of commencement.

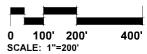
Property No. 64-09-09-200-006.000-004

Commonly known as Southern side of 500 North, Valparaiso, Indiana



SITE DATA

AREA % OF SITE UNITS TRADITIONAL SINGLE FAMILY (45%-65'w, 50%-75'w, 5%-90'w) 48.7 61.6% OPEN SPACE 30.3 38.4% TOTAL 79.0 AC. 100.0%











THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer MELTZER, PURTILL & STELLE LLC 1515 East Woodfield Road Suite 250 Schaumburg, Illinois 60173-5431

PINs: See Exhibit A

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR IRON GATE

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DECLARATION FOR IRON GATE

This Declaration is made by Lennar Homes of Indiana, Inc., a Delaware corporation ("Declarant").

RECITALS

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Iron Gate (the "Development"). The Development shall include dwelling units and certain common areas.

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises. As Supplemental Declarations are Recorded, the Premises will expand to include more and more portions of the Development Area. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Portions of the Premises shall be designated as a Community Area hereunder. In order to provide for the orderly and proper administration and maintenance of the Premises, the Declarant has formed (or will form) the Association under the Indiana general not-for-profit corporation act. The Association shall have the responsibility for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all member of the Board, as more fully described in Article Nine and in the By-Laws, and the right to come upon the Premises in connection with Declarant's efforts to sell Homes and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE <u>Definitions</u>

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 <u>ASSOCIATION</u>: The Iron Gate Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

- 1.02 <u>BOARD</u>: The board of directors of the Association, as constituted at any time, or from time to time, in accordance with applicable provisions of Article Five and the By-Laws.
- 1.03 <u>BY-LAWS</u>: The By-Laws of the Association which are attached hereto as Exhibit C.
- 1.04 <u>CHARGES</u>: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.
- 1.05 <u>COMMUNITY AREA</u>: Those portions of the Premises which are designated on Exhibit B as "Community Area", if any, together with all improvements thereto located above and below the ground, if any.
- 1.06 <u>COMMUNITY ASSESSMENT</u>: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.
- 1.07 <u>COMMUNITY EXPENSES</u>: The expenses of the administration (including management and professional services) of the Association; the expenses of the operation, maintenance, repair and replacement of the Community Area; the expense of providing all maintenance, repairs and replacements required to be provided by the Association pursuant to Article Three; the cost of general and special real estate taxes, if any, levied or assessed against the Community Area owned by the Association; premiums for insurance policies maintained by the Association hereunder; if not separately metered or charged to the Owners, the cost of scavenger services or other necessary utility services to the Homes; any other expenses which are designated as Community Expenses hereunder; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.
- 1.08 <u>COUNTY</u>: Porter County, Indiana or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.
- 1.09 <u>DECLARANT</u>: Lennar Homes of Indiana, Inc., a Delaware corporation, its successors and assigns.
- 1.10 <u>DECLARANT'S DEVELOPMENT PLAN</u>: The Declarant's current plan for the Development, which shall be maintained by the Declarant at its principal place of business and may be changed at any time, or from time to time, without notice.
- 1.11 <u>DECLARATION</u>: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

- 1.12 <u>DESIGNATED BUILDER</u>: Any legal entity which is designated, from time to time, by the Declarant as a "Designated Builder" in a Special Amendment or Supplemental Declaration, as more fully provided herein.
- 1.13 <u>DEVELOPMENT AREA</u>: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto, as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.
- 1.14 <u>FIRST MORTGAGEE</u>: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.
 - 1.15 **HOME**: That portion of a Lot which is improved with a single family home.
- 1.16 <u>INVESTOR OWNER</u>: An Owner who is currently leasing, or intends to lease, the Owner's Home or Homes for investment purposes and delivers written notice thereof to the Association along with the legal description and/or address of the Home or Homes owned by the Investor Owner which the Owner leases or intends to lease. The Association shall maintain a list of Investor Owners and the Homes which are leased, or are permitted to be leased hereunder, by each Investor Owner (each an "Investor Home").
 - 1.17 LOT: A subdivided lot which is designated in Exhibit B as a "Lot".
- 1.18 <u>MUNICIPALITY</u>: The City of Valparaiso, Indiana, its successors or assigns, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.
- 1.19 <u>OWNER</u>: A Record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.
- 1.20 <u>PERSON</u>: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.21 <u>PLAT</u>: A plat of subdivision Recorded with respect to all or a portion of the Premises.
- 1.22 <u>PREMISES</u>: Those portions of the Development Area which are legally described in Exhibit B hereto, as amended from time to time, with all improvements thereon and rights

appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises, as more fully provided in Article Twelve.

- 1.23 <u>RECORD</u>: To record in the office of the Recorder of Deeds for the County.
- 1.24 <u>RESIDENT</u>: An individual who resides in a Home and who is either the Owner, a tenant of the Owner, a contract purchaser of the Lot, or a relative of any such Owner, tenant or contract purchaser.
- 1.25 <u>TURNOVER DATE</u>: The date on which the right of the Declarant to designate the members of the Board is terminated under Section 9.05.
- 1.26 <u>VOTING MEMBER</u>: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO Scope of Declaration/Certain Easements

- 2.01 <u>PROPERTY SUBJECT TO DECLARATION</u>: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant reserves the right and power from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully provided in Article Twelve. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Twelve.
- 2.02 <u>CONVEYANCES SUBJECT TO DECLARATION</u>: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.
- 2.03 <u>DURATION</u>: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.
- 2.04 <u>LOT CONVEYANCE</u>: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot

shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Board.

- 2.05 <u>ACCESS EASEMENT</u>: Each Owner and Resident of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public ways over and across the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality and any governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees, agents and contracts, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements to portions of the Premises, as required or permitted herein.
- 2.06 <u>RIGHT OF ENJOYMENT</u>: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Lot. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Managers, including the right of the Association to come upon a Lot to furnish services required to be furnished by the Association hereunder.
- 2.07 <u>DELEGATION OF USE</u>: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Lot to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Lot who are Residents.
- 2.08 <u>RULES AND REGULATIONS</u>: The use and enjoyment of the Community Area shall at all times be subject to reasonable rules and regulations duly adopted by the Association from time to time.
- 2.09 <u>UTILITY EASEMENTS</u>: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises or any other portion of the Development Area. In addition, the Municipality shall have a non-exclusive, perpetual easement for drainage from the public roads into the storm sewers and stormwater management areas which are owned by the Association, all without the payment of any fee, or any cost whatsoever, to the Association.
- 2.10 <u>EASEMENTS</u>, <u>LEASES</u>, <u>LICENSES AND CONCESSIONS</u>: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities. Any and all

proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

- 2.11 <u>ASSOCIATION'S ACCESS</u>: The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.
- 2.12 <u>NO DEDICATION TO PUBLIC USE</u>: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.
- 2.13 <u>LEASE OF HOME</u>: Any Owner shall have the right to lease all (and not less than all) of his Home subject to the following provisions:
 - (a) No Home shall be leased for less than six (6) months or for hotel or transient purposes; and
 - (b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.
 - (c) Each Owner who leases his Home shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Homes.

Anything to the contrary contained in Section 10.02 of the Declaration notwithstanding, (i) the provisions of this Section 2.13 shall not apply to members of an Owner's immediate family (i.e., parents, siblings, children or grandchildren), and (ii) any amendment to this Section 2.13, or any other amendment to this Declaration, which may affect the right and/or ability of an Investor Owner to lease its Investor Home or Investor Homes shall become effective only with the written consent of one hundred percent (100%) of the Investor Owners.

2.14 <u>OWNERSHIP OF COMMUNITY AREA</u>: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; provided, that, any Community Area which is made subject hereto after the Turnover Date shall be conveyed to the Association no later than ninety (90) days after such portion is made subject hereto.

2.15 <u>REAL ESTATE TAXES FOR COMMUNITY AREA</u>: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill.

ARTICLE THREE Maintenance, Alterations and Other Matters

3.01 <u>IN GENERAL</u>: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY THE ASSOCIATION:

- (a) Maintenance, repair and replacement of the Community Area shall be furnished by the Association, and shall include, without limitation, the following:
 - (i) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area.
 - (ii) maintenance, repair and replacement of improvements located on the Community Area, including without limitation, detention areas and the path located on Outlot .
- (b) The Association shall be responsible for the maintenance, repair and replacement of the cluster mailboxes and pads located on the Premises in accordance with the design, material and color as originally constructed by the Declarant.
- (c) The Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Community Area ("Initial Plantings") in accordance with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Community Expenses.
- (d) The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Community Expenses.
- 3.03 <u>CERTAIN UTILITY COSTS</u>: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the

Association. If the cost for any such utility is metered and charged to a Lot rather than being separately metered and charged to the Association, then the following shall apply:

- (a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or
- (b) If in the opinion of the Board, the Owner of a Home is being charged disproportionately for costs allocable to the Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.04 <u>DAMAGE BY OWNER OR RESIDENT</u>: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association, including, without limitation, the deductible amount under any applicable insurance policy.

3.05~ ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA:

- (a) No alterations, additions or improvements shall be made to the Community Area without the prior written approval of the Board.
- (b) The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05.
- (c) If the Association shall alter, in any way, landscaping which was installed by the Declarant on the Community Area in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Community Expense.
- 3.06 <u>ALTERATIONS</u>, <u>ADDITIONS OR IMPROVEMENTS TO LOTS</u>: With respect to any Lot which has been improved with a Home and conveyed to a bona fide purchaser for value, no additions, alterations or improvements shall be made to any Lot or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Board and, until the Declarant no longer owns or controls title to any portion of the

Development Area, the Declarant. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Lot or Home upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Community Expenses, to pay to the Association from time to time the additional cost of the maintenance as a result of the addition, alteration or improvement. The Board may adopt, and from time to time modify, policies concerning alterations, additions and improvements to Lots and Homes. The Board's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Board must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Board reserves the right and power to grant or deny requests as Board believes are appropriate in the Board's sole discretion. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Lot by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take any of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense;
- (b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board or the Declarant, as applicable; or
- (c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

ARTICLE FOUR Insurance/Condemnation

4.01 ASSOCIATION INSURANCE:

- (a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Association (based on current replacement cost for the full insurable replacement value) of such improvements.
- (b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, workers' compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as

their interests may appear, from liability resulting from an occurrence on or in connection with the Community Area.

- (c) The Board may, in its sole discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.
- (d) The Board may, in is sole discretion, obtain fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association, in such amounts as the Board may deem desirable.
- (e) The premiums for any insurance obtained under this Section shall be Community Expenses.
- 4.02 <u>CONDEMNATION</u>: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE The Association

- 5.01 <u>IN GENERAL</u>: Declarant has caused or shall cause the Association to be incorporated as a nonprofit corporation, under the laws of the State of Indiana. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area and for the maintenance repair and replacement of the Community Area.
- 5.02 <u>MEMBERSHIP</u>: Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to Lots which it owns from time to time. Each Owner other than the Declarant shall be a "Class A Member" with respect to each Lot which the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Each purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.

- 5.03 <u>VOTING MEMBERS</u>: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Lot is owned by one individual, that individual shall be the Voting Member. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its or there election may recognize an individual Owner of the Lot as the Voting Member for such Lot.
- 5.04 <u>BOARD</u>: Subject to the rights retained by the Declarant under Section 9.05, the board shall consist of that number of individuals provided for in the By-Laws, each of whom shall be an Owner or Voting Member.
- 5.05 <u>VOTING RIGHTS</u>: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant, and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority of the votes represented at such meeting by Voting Members and the Declarant, except as otherwise provided herein or in the By-Laws.
- 5.06 <u>DIRECTOR AND OFFICER LIABILITY</u>: Neither the directors nor the officers of the Association shall be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the directors and officers, and their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors and officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such directors and officers may be involved by virtue of such person being or having been such directors and officers; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel

selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

- 5.07 MANAGING AGENT: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.
- 5.08 <u>REPRESENTATION</u>: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Area and any such settlement shall be final and shall bind all of the Owners.
- 5.09 <u>DISSOLUTION</u>: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners as tenants in common.
- 5.10 <u>LITIGATION</u>: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Lots to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or actions to enforce the terms of any contract or agreement to which the Association is a party, or (b) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE SIX Assessments

6.01 <u>PURPOSE OF ASSESSMENTS</u>: The assessments levied by the Association shall be exclusively to administer the affairs of the Association, to pay the Community Expenses, and to accumulate reserves for any such expenses. For purposes hereof, (a) a Lot owned by Declarant shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued by the Municipality with respect to the Home constructed thereon, and (b) a model home owned or leased by Declarant shall not be subject to assessment hereunder.

- 6.02 <u>COMMUNITY ASSESSMENT</u>: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:
 - (a) The estimated Community Expenses;
 - (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;
 - (c) The estimated net available cash receipts from the operation and use of the Community Area and sources other than assessments, plus estimated excess funds, if any, from the current year's assessments;
 - (d) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;
 - (e) That portion of the Community Assessment which shall be payable by the Owner of each Lot which is subject to assessment hereunder each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Lots, so that each Owner shall pay equal Community Assessments for each Lot owned. The Community Assessment shall be paid in periodic installments as determined by the Managers from time to time, but no less frequently than once each calendar year.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Board prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Homes have been sold, are occupied and are subject to assessment. Prior to the Turnover Date, each Owner of a Lot (other than Declarant) which is subject to assessment shall pay a Community Assessment equal to the total cash needs, as shown on the Stabilized Budget, divided by the total number of proposed Homes, as shown on the Declarant's Development Plan, so that each Owner (other than Declarant) will pay, with respect to each Lot which is subject to assessment and owned by the Owner, a monthly Community Assessment equal to what such Owner would be paying with respect to the Owner's Lot if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Homes have been built, are occupied and are subject to assessment hereunder. The Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments billed to Owners (regardless of whether paid by Owners) and working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

- 6.03 <u>PAYMENT OF COMMUNITY ASSESSMENT</u>: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Lot under Section 6.02. For purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as a certificate of occupancy has been issued by the Municipality with respect to the Home constructed thereon.
- 6.04 <u>REVISED ASSESSMENT</u>: If the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.
- 6.05 SPECIAL ASSESSMENT: After the Turnover Date, the Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Lots which are subject to assessment in equal shares for each such Lot. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.
- 6.06 <u>CAPITAL RESERVE</u>: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Community Area (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community

Area and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Community Area, and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Area shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Board appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Board elected by the Owners after the Turnover Date may use different approaches from those used by Board appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements in connection with the Community Area. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in the budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments.

6.07 <u>INITIAL CAPITAL CONTRIBUTION</u>: Upon the closing of the sale of each Lot by the Declarant to a purchaser for value, and upon the closing of each subsequent sale of a Lot, the purchasing Owner shall make a capital contribution to the Association in an amount equal to the greater of (i) two hundred and fifty dollars (\$250.00) or (ii) one-fourth (1/4) of the current year's Community Assessment for that Lot, which amount shall be held and used by the Association for its working capital needs (and not as an advance payment of the Community Assessment).

6.08 <u>PAYMENT OF ASSESSMENTS</u>: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN Collection of Charges and Remedies for Breach or Violation

7.01 <u>CREATION OF LIEN AND PERSONAL OBLIGATION</u>: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if

any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

- 7.02 <u>COLLECTION OF CHARGES</u>: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.
- 7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Lot.
- 7.04 <u>LIEN FOR CHARGES SUBORDINATED TO MORTGAGES</u>: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.
- 7.05 <u>SELF-HELP BY BOARD</u>: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.
- 7.06 <u>OTHER REMEDIES OF THE BOARD</u>: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an

action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

- 7.07 <u>COSTS AND EXPENSES</u>: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.
- 7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

ARTICLE EIGHT Use Restrictions

- 8.01 <u>RESIDENTIAL USE</u>: Except as otherwise provided in Article Nine, each Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Lot or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an inhome business not prohibited by applicable laws, ordinances or regulations.
- 8.02 <u>SIGNS</u>: Subject to the provisions of Article Nine, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board or as permitted under Article Nine.
- 8.03 <u>PETS</u>: The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) use of the Community Area by pets, including, without limitation, rules and regulations which set aside certain portions of the Community Area as a "dog run" or which require an Owner to clean up after his pet. All dogs and cats must be on a leash when outside of the Home unless contained within a yard which is improved with a fence

which is permitted pursuant to Sections 3.06 and 9.09 of this Declaration. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Home containing such pet and the decision of the Board shall be final.

- 8.04 <u>UNSIGHTLY USES</u>: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Lot or the Community Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.
- 8.05 <u>NUISANCE</u>: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.
- 8.06 <u>PLANTS</u>: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.
- 8.07 <u>PARKING</u>: No boats, trailers, trucks (which have "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Premises (other than inside a garage) except as permitted under rules and regulations adopted by the Board. Except for emergencies, no repair or body work to a vehicle shall be performed except within the confines of a garage.
- 8.08 <u>ANTENNAE/SATELLITE DISHES</u>: Subject to applicable federal, state or local laws, ordinances or regulations, and the provisions of Sections 3.06 and 9.09 of this Declaration, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish of less than one (1) meter in diameter which is not visible from the front of the Home) shall not be allowed on the Premises.
- 8.09 <u>OBSTRUCTIONS</u>: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.
- 8.10 <u>HAZARDOUS ACTIONS OR MATERIALS</u>: Nothing shall be done or kept on any Lot or in or on any portion of the Community Area that is unlawful or hazardous, or that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Community Area.
- 8.11 <u>SOLAR ENERGY SYSTEMS</u>: Subject to the provisions of Sections 3.06 and 9.09, a Home may be improved with a solar energy system, provided that the solar energy system is in compliance with any Solar Energy System Policy adopted by the Board, as may be amended by the Board from time to time. The Solar System Policy shall be kept on file with the Association.

ARTICLE NINE

<u>Declarant's Reserved Rights and</u> Special Provisions Covering Development Period

- 9.01 <u>IN GENERAL</u>: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of the Declarant in this Article shall terminate and be of no further force and effect from and after five (5) years from the date on which the Declarant is no longer vested with or controls title to any portion of the Development Area ("Declarant Rights Period").
- 9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Development Area or at other properties in the general location of the Development Area which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents and contractors, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Home owned by it to any person or entity which it deems appropriate in its sole discretion, and it need not comply with the provisions of Section 2.13.
- 9.03 <u>CONSTRUCTION ON PREMISES</u>: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Homes or the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.
- 9.04 <u>GRANT OF EASEMENTS AND DEDICATIONS</u>: Declarant shall have the right to dedicate portions of the Community Area to the County, Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or

private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer, water lines and cable television, or any other utility services serving any Lot.

- 9.05 <u>DECLARANT CONTROL OF ASSOCIATION</u>: Prior to the Turnover Date, Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. The right and power of the Declarant to designate the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) twenty (20) years from the date of Recording hereof, or (iv) such other date as prescribed by statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.
- 9.06 <u>OTHER RIGHTS</u>: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.
- 9.07 <u>ASSIGNMENT BY DECLARANT</u>: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable, in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.
- 9.08 MATTERS AFFECTING COMMUNITY AREA: During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the real estate legally describe in Section II of Exhibit B hereto (each a "Community Area Lot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a Community Area Lot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's Development Plan, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to (i) Record a Special Amendment pursuant to Section 10.01 to withdraw and remove any portion or portions of a Community Area Lot from the Community Area, and (ii) require the Association to convey such portion or portions of a Community Area Lot which are so withdrawn and removed from the Community Area to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.
- 9.09 <u>ARCHITECTURAL CONTROLS</u>: Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, changes in the exterior color of a Home or

construction or installation of a shed, outbuilding, deck, patio, terrace, antennae, satellite dish or similar changes) shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

ARTICLE TEN Amendments

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct omissions, errors, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations and/or requirements of the Municipality, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to withdraw and remove any portion or portions of the Community Area from the Premises so that such portion or portions so withdrawn and removed shall no longer be Community Area hereunder, (vii) to reflect a change in the Declarant's Development Plan, and/or (viii) to reflect the recording of Plat or resubdivision. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to Record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 <u>AMENDMENT</u>: Subject to the provisions of Sections 2.13 and 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the

Owners and all First Mortgagees, and (ii) subject to applicable statutes, until such time as the rights and powers of the Declarant under Article Nine terminate, the provisions of Article Nine, Article Twelve or any provisions of this Declaration relating to the rights and powers of the Declarant may only be amended with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN First Mortgagees Rights

- 11.01 <u>NOTICE TO FIRST MORTGAGEES</u>: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:
 - (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;
 - (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;
 - (c) Copies of notices of meetings of the Owners;
 - (d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;
 - (e) Notice of any substantial damage to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;
 - (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;
 - (g) Notice of any default by the Owner of the Lot which is subject to the First Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within 30 days of the date of the default;
 - (h) The right to examine the books and records of the Association at any reasonable times:
 - (i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

- (a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:
 - (1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;
 - (2) The withdrawal of the Premises from the provisions of this Declaration;

provided, that, such consent of Eligible First Mortgagees will not be required with respect to any action under (1) and (2) above which occurs as a result of any action taken pursuant to Article Twelve.

- (b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.
- 11.03 <u>INSURANCE PROCEEDS/CONDEMNATION AWARDS</u>: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE Annexing Additional Property

- 12.01 <u>IN GENERAL</u>: Declarant reserves the right at any time and from time to time prior to twenty (20) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is made subject to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said twenty (20) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained.
- 12.02 <u>POWER TO AMEND</u>: Declarant hereby reserves the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.
- 12.03 <u>EFFECT OF SUPPLEMENTAL DECLARATION</u>: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, or Added Lots to this Declaration, as provided in this Article, then:
 - (a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;
 - (b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;
 - (c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and

effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

- (d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;
- (e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and
- (f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02(d), but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

ARTICLE THIRTEEN Dispute Resolution

13.01 ALTERNATIVE PROCEDURES FOR RESOLVING DISPUTES:

- (a) Declarant and its managers, officers, directors employees and agents; the Association, its managers officers, directors and committee members; all Persons subject to this Declaration; and any Person not otherwise subject to this Declaration who agrees to submit to this Article (each of such entities, a "Bound Party" hereunder) agree that it is their desire to efficiently and quickly resolve any disputes that arise, and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not a court of law or equity. Accordingly, each Bound Party covenants and agrees to submit all Disputes to the procedures set forth in Section 13.03 below and, if applicable, the dispute resolution provisions contained in the purchase agreement for the sale by Declarant (as the seller) and purchase by an Owner (as the purchaser) of a Home on a Lot (the "Purchase Agreement"). In the event of an inconsistency or contradiction between the provisions relating to dispute resolution as set forth in this Declaration and those which are set forth in the Purchase Agreement (if applicable), the provisions of the Purchase Agreement shall prevail.
- (b) For purposes hereof, "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims: (i) arising out of or relating to the interpretation, application or enforcement of the provisions of this Declaration, the By-Laws and/or reasonable rules and regulations adopted by the Board or the rights, obligations and duties of any Bound Party under the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board, (ii) relating to the design or construction of improvements; (iii) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party or its representative; (iv) arising under, or related to, the Purchase Agreement, the Lot and the Home constructed thereon, the Development or any dealings between the Declarant and Owner, (v) relating to personal injury or property damage alleged to have been sustained by an Owner,

Owner's children or other occupants of the home on the Lot or the Premises, (vi) relating to issues of formation, validity or enforceability of any portion of this Article.

(c) Notwithstanding the provisions of Section 13.01(a) and 13.01(b) above, unless the involved Bound Parties otherwise agree, the following shall not be Disputes and shall not be subject to the provisions of Section 13.03: (i) any suit by the Association against any Bound Party to enforce the provisions of Article Six; (ii) any suit by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of the Declaration; (iii) any suit between or among Owners, which does not include the Declarant or the Association as a party, if such suit asserts a Dispute which would constitute a cause of action independent of the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board; and (iv) any suit in which any indispensable party is not a Bound Party.

13.02 ACTION BY THE ASSOCIATION:

- (a) Consensus for Action by the Association. Except as specifically provided in this Section 13.02(a), the Association may not commence a legal proceeding or an action under this Article without the affirmative vote of at least seventy-five percent (75%) of the Voting Members. A Voting Member representing Lots owned by Persons other than the Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Lots represented by the Voting Member. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), the By-Laws and reasonable rules and regulations or policies adopted by the Board; (ii) actions to enforce the terms of any contract or agreement to which the Association is a party, (iii) the imposition and collection of Community Assessments; (iv) proceedings involving challenges to ad valorem taxation; or (v) counterclaims brought by the Association in proceedings instituted against it.
- (b) Commencement of Proceeding Against Declarant. Prior to the Association or any member commencing any proceeding to which the Declarant is a party, including but not limited to an alleged defect of any improvement, the Declarant shall have the right to be heard by the members, or the particular member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

13.03 MANDATORY PROCEDURES:

(a) <u>Notice</u>. As a condition precedent to seeking any action or remedy, a Bound Party having a Dispute ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

- (i) the nature of the Dispute, including the defect or default, if any, in detail and the Persons involved and Respondent's role in the Dispute;
- (ii) the legal basis of the Dispute (i.e., the specific authority out of which the Dispute arises);
 - (iii) the proposed remedy;
- (iv) any evidence that depicts the nature and cause of the Dispute and the nature and extent of repairs necessary to remedy the Dispute, including expert reports, photographs and videotapes; and
- (v) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Dispute.

Notices given to Respondent pursuant to this Section shall be deemed sufficient if personally delivered, delivered by commercial messenger service, or mailed by registered or certified mail, postage prepaid, return receipt requested to the last known address of the Respondent as it appears on the records of the Association on the date of mailing.

- (b) <u>Disputes Involving Declarant</u>. With respect to any Dispute to which the Declarant is the Respondent:
 - (i) <u>Right to Inspect</u>. Claimant agrees to permit Declarant and its agents to perform inspections and tests and to make all repairs and replacements deemed necessary by Declarant to respond to the Dispute. Declarant shall have the Cure Period (defined below) to inspect and correct any alleged default. The Declarant shall be given a reasonable opportunity to perform all inspections and tests and make all repairs and/or replacements deemed to be necessary by Declarant.
 - (ii) Right to Cure. The Declarant shall have the right to repair, replace or pay the Claimant the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed by the Parties, the Declarant shall have not less than 35 days nor more than 90 days from receipt of the Notice (the "Cure Period") to cure as provided herein or to otherwise respond to the Claimant in the event that the Declarant determines that no default has occurred and/or default exists. A Claimant shall have no right to bring any action against the Declarant until expiration of the Cure Period. The Cure Period shall be extended by any period of time that Claimant refuses to allow the Declarant to perform inspections and/or perform tests as provided in Section 13.03(b)(i). The Declarant shall have the right, but not the obligation, to take action during the Cure Period and/or respond to any notice received from Claimant.
 - (iii) <u>Time</u>. The time periods provided for the inspection and cure by the Declarant shall be extended by any period of time that Claimant refuses to allow Declarant to make inspections, tests, repairs and/or replacements. Any inspection, test,

repair or replacement performed on a business day between 9 a.m. and 5 p.m. shall be deemed to be reasonable hereunder.

- (c) <u>Negotiation</u>. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Dispute by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation. If the Parties do not resolve the Dispute within 90 days after the date of the date of the Notice and the Cure Period has expired ("Termination of Negotiations), either Party shall have 30 days from the date of Termination of Negotiations to submit the Dispute to mediation.
- (e) <u>Mediation</u>. If the Parties are unable to agree to a mediator, the Parties shall utilize the American Arbitration Association ("AAA") for this role. The Parties expressly agree that the mediator's charges shall be equally shared and that each Party shall be responsible for its own costs and fees, including attorneys' fees and consultant fees incurred in connection with the mediation. If a Claimant does not submit the Dispute to mediation within such time, or does not appear for the mediation, then the Claimant shall be deemed to have waived the Dispute, and the Respondent shall be released and discharged from any and all liability to Claimant on account of such Dispute.
- (f) Arbitration. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Dispute, would be barred by the applicable statute(s) of limitations, which such statute(s) of limitations the Parties expressly agree apply to any Dispute. The decision of the arbitrator(s) shall be final and binding on both Parties. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the Dispute amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Parties, then the Dispute shall be heard and determined by one arbitrator. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.
- 13.04 <u>COSTS</u>: Unless otherwise recoverable by law or statute, each Party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting Party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a Party fails to abide by the terms of a mediation settlement or arbitration award, the other Party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.
- 13.05 <u>TIME FOR COMMENCEMENT:</u> THE PARTIES AGREE THAT ANY LAWSUIT OR ARBITRATION PROCEEDING (WHICHEVER MAY APPLY) ARISING

FROM OR RELATING TO ANY DISPUTE MUST BE COMMENCED WITHIN TWO YEARS AND ONE DAY FROM THE DATE THE CAUSE OF ACTION ACCRUES. TIME IS OF THE ESSENCE, SO THAT IF THE LAWSUIT OR ARBITRATION PROCEEDING IS NOT COMMENCED WITHIN THAT STATED PERIOD, THE DISPUTE IS BARRED AND WAIVED. FOR ARBITRATION PURPOSES, A CAUSE OF ACTION SHALL ACCRUE AS PROVIDED BY APPLICABLE STATUTE FOR THE INSTITUTION OF A LEGAL OR EQUITABLE PROCEEDING; AND IF THERE IS NO APPLICABLE STATUTE, THEN THE CAUSE OF ACTION, REGARDLESS OF A PARTY'S LACK OF KNOWLEDGE, ACCRUES ON DISCOVERY OF THE INJURY.

13.06 NO PRECLUSIVE EFFECT OR COLLATERAL ESTOPPEL: To the fullest extent permitted by applicable law, the Bound Parties agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of Parties. In addition, the Bound Parties further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties and then only as between those parties.

13.07 <u>ENFORCEABILITY</u>: The waiver or invalidity of any portion of this Article shall not affect the validity or enforceability of the remaining portions of this Article. The Bound Parties further agree (1) that any Dispute involving Declarant's affiliates, managers directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Declarant may, at its sole election, include Declarant's contractors, subcontractors and suppliers, as well as any warranty company and insurer or surety as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

13.08 NO CLASS OR REPRESENTATIVE ACTIONS: THE BOUND PARTIES AGREE THAT A PARTY MAY RAISE A DISPUTE AGAINST ANOTHER PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN DISPUTES REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL DISPUTE(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS A PARTY FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO ABOVE.

- 13.09 <u>NO EXTENSION OF TIME</u>: Nothing herein shall extend the time period by which a Dispute or cause of action may be asserted under the applicable statute of limitation or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.
- Parties to submit any Dispute to mediation and arbitration, to the extent that a particular Dispute is not subject to the mediation or the arbitration provisions contained in this Article, or in the event that a judge determines an arbitration agreement is unenforceable, the Parties agree as follows: THE PARTIES ACKNOWLEDGE THAT JUSTICE WILL BEST BE SERVED IF ISSUES RELATING TO THE DISPUTE ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. THE PARTIES AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. A PARTY SHALL CONTACT AN ATTORNEY OF THAT PARTY'S CHOICE IF SUCH PARTY DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF THESE PROVISIONS. For any Dispute that involves a claimed amount of less than \$10,000, the parties may agree to litigate the Dispute before a judge in a court of small claims; however, any appeal of the judgment rendered in the small claims court will be subject to the mediation and arbitration provisions set forth in this Article.
- 13.11 <u>LIMITATION OF DAMAGES</u>: By acceptance of deed, mortgage, trust deed or other evidence of obligations or other instrument relating to a Lot, each Owner acknowledges and agrees that such Owner has waived and shall be deemed to have waived the right to any award of damages in connection with the arbitration of a dispute, other than such Owner's actual damages.
- 13.12 <u>AMENDMENT OF ARTICLE</u>: Without the express prior written consent of Declarant, this Article may not be amended for a period of twenty years from the date of the Recording of this Declaration.

ARTICLE FOURTEEN Miscellaneous

- 14.01 <u>NOTICES</u>: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.
- 14.02 <u>CAPTIONS</u>: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any

conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

- 14.03 <u>SEVERABILITY</u>: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.
- 14.04 <u>PERPETUITIES AND OTHER INVALIDITY</u>: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.
- 14.05 <u>TITLE HOLDING LAND TRUST</u>: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

14.06 DESIGNATED BUILDERS:

- (a) The Declarant shall have the right and power to designate, in a Supplemental Declaration, a "Designated Builder" and to grant to the Designated Builder some or all of the rights of the Declarant hereunder, including, without limitation, one or more of the following rights:
 - (i) The right to construct homes and to temporarily store construction equipment and materials on the Development Area;
 - (ii) The right to construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Designated Builder may deem advisable and to use such model units (including model units which are sold by and leased back to the Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Designated Builder or any its affiliates, without the payment of any fee or charge whatsoever to the Association.

- (iii) The right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge.
- (iv) The right and power to lease any Homes owned by it to any person or entity which it deems appropriate in its sole discretion.
- (v) The right not to pay assessments under Section 6.02 hereof with respect to Lots owned by the Designated Builder during the period prior to the Turnover Date, subject to the obligation to share in the payments, if any, required to be made by the Declarant;
- (vi) The right not to pay the initial capital contribution provided in Section 6.07 upon the closing of the sale of a Lot by Declarant to the Designated Builder; provided, however, that, in such case, the amounts payable under Section 6.07 shall be paid upon the closing of the Lot by the Designated Builder to a third party purchaser; and
- (vii) The right to be treated as the Declarant under Section 14.07 hereof with respect to the waiver of implied warranty of habitability provided for therein.
- (b) Any rights granted by the Declarant to a Designated Builder pursuant to this Section may be subject to such restrictions and limitations as the Declarant deems appropriate. Unless otherwise limited by the Declarant, any rights granted by the Declarant to a Designated Builder pursuant to this Section shall continue until such time as the Designated Builder is no longer vested with, or controls title to, any portion of the Development Area, regardless of whether the rights of the Declarant hereunder have terminated or expired.
- 14.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Indiana courts have held that every contract for the construction of a new home in Indiana carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, pursuant to the Indiana New Home Construction Warranty Act, a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall have the right to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

[Signature page follows]

Dated:	, 20						
		DECLARANT:					
		LENNAR Delaware co		OF	INDIANA,	INC.,	a
		Name:					
STATE OF ILLINOIS COUNTY OF)						
COUNTY OF	_)						
I, the undersigned, a that	, as a poration") app d said instrum	a Vice Preside beared before a tent as his free	ent of Lenr me this day e and volu	nar Ho y in pe ntary	omes of India erson and ack act, and as th	ana, Inc., nowledge	a
GIVEN under my ha	nd and Notaria	al Seal this	day of _		, 20		
		Notary Public					

EXHIBIT A TO DECLARATION FOR IRON GATE

The Development Area

PARCEL 1:

A PARCEL OF REAL ESTATE IN THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0 DEGREES 09 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2638.50 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 35 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 660.69 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 33 SECONDS WEST 2638.68 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG SAID NORTH LINE, 661.02 FEET TO THE POINT OF COMMENCEMENT;

EXCEPTING THEREFROM THE NORTH 436 FEET OF THE EAST 100 FEET OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA; TOGETHER WITH

PARCEL 2:

A PARCEL OF REAL ESTATE IN THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA. BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE EAST ONE-HALF WHICH IS 330.51 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST ONE-HALF; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG SAID NORTH LINE, 330.51 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 33 SECONDS EAST 2638.68 FEET TO THE SOUTH LINE OF SAID EAST ONE-HALF; THENCE SOUTH 89 DEGREES 35 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE, 330.35 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 45 SECONDS WEST 2638.78 FEET TO THE POINT OF COMMENCEMENT; TOGETHER WITH

PARCEL 3: A PARCEL OF REAL ESTATE IN THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID EAST ONE-HALF WHICH IS 330.51 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST ONE-HALF; THENCE SOUTH 0 DEGREES 09 MINUTES 45 SECONDS EAST 2638.78 FEET TO THE SOUTH LINE OF SAID EAST ONE-HALF; THENCE SOUTH 89 DEGREES 35 MINUTES 41 SECONDS WEST, ALONG SAID SOUTH LINE, 330.35 FEET TO THE SOUTHWEST CORNER OF SAID EAST

ONE-HALF; THENCE NORTH 0 DEGREES 10 MINUTES 01 SECONDS WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF, 2638.87 FEET TO THE NORTHWEST CORNER OF SAID EAST ONE-HALF; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST, ALONG SAID NORTH LINE, 330.51 FEET TO THE POINT OF COMMENCEMENT.

ALSO KNOWN AS:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 436 FEET TO THE EAST 100 FEET, ALL IN PORTER COUNTY, INDIANA.

PINS: 64-09-09-200-008.000-004, 64-09-09-200-007.000-004 and 64-09-09-200-006.000-004

EXHIBIT B TO DECLARATION FOR IRON GATE

The Premises

I. <u>LOTS</u>:

II. <u>COMMUNITY AREA</u>:

EXHIBIT C TO DECLARATION FOR IRON GATE

By-Laws

THE BY-LAWS OF THE IRON GATE HOMEOWNERS ASSOCIATION, INC., AN INDIANA NONPROFIT CORPORATION

ARTICLE I NAME OF CORPORATION

The name of this corporation is Iron Gate Homeowners Association, Inc.

ARTICLE II PURPOSE AND POWERS

- 2.01 <u>PURPOSES</u>: The purposes of this Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare and the common use and enjoyment thereof by members of the Association, all on a not-for-profit basis. These By-Laws are subject to the provisions of the Declaration for Iron Gate ("Declaration") recorded with the Office of the Recorder of Deeds for Porter County, Indiana. All terms used herein shall have the meanings set forth in the Declaration.
- 2.02 <u>POWERS</u>: The Association shall have and exercise all powers as are now or may hereafter be granted by the Indiana General Not-For-Profit Corporation Act of 1935, the Declaration and these By-Laws; provided, however, that, except as otherwise specifically provided in Section 5.10 of the Declaration, the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or member. Anything to the contrary notwithstanding, any proposed amendment to the provisions of this Section 2.02 shall be effective only upon (i) the affirmative vote of Voting Members representing 100% of the title votes of the Association, and (ii) until such time as the Declarant no longer holds or controls title to any portion of the Premises, the prior written consent of the Declarant.

ARTICLE III OFFICES

- 3.01 <u>REGISTERED OFFICE</u>: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Indiana as the Board may from time to time determine.
- 3.02 <u>PRINCIPAL OFFICE</u>: The Association's principal office shall be maintained on the Development Area or at the office of its managing agent.

ARTICLE IV MEETINGS OF MEMBERS

- 4.01 <u>MEMBERSHIP</u>. The Owner from time to time of each Lot shall automatically be a "Member" of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. The Declarant shall be the "Class B Member" with respect to Lots which it owns from time to time. Each owner other than the Declarant shall be a "Class A Member" with respect to each Lot the Owner Owns. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. A purchasing Owner shall give to the Association written notice of the change of ownership of a Lot within ten (10) days after such change.
- 4.02 <u>VOTING RIGHTS</u>: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Lot, in writing or by electronic notice to the Association, and such representative shall be deemed a "Voting Member", as defined in the Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and the Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Lot owned by a Class A Member shall have one vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.
- 4.03 <u>PLACE OF MEETING</u>; <u>QUORUM</u>: Meetings of the members shall be held at the principal office of this Association or at such other place in Porter County, Indiana as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum. However, in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum for any subsequent meeting called for the same purpose shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held; provided that quorum shall not be reduced to less than five percent (5%). Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the members present at such meeting.
- 4.04 <u>ANNUAL MEETINGS</u>: The initial meeting of the members shall be held upon not less than twenty-one (21) days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Owners on the anniversary thereof, or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less

than ten (10) days prior to the date fixed for said meeting.

- 4.05 <u>SPECIAL MEETINGS</u>: Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.
- 4.06 <u>NOTICE OF MEETINGS</u>: Notices of meetings required to be given herein may be delivered either personally or by mail or email to the members, addressed to such member at the address given by him to the Board for the purpose of service of such notice or to the Lot of the Owner, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

ARTICLE V BOARD OF DIRECTORS

- 5.01 <u>IN GENERAL</u>: The affairs of the Association shall be vested in the board of directors (the "Board"), which shall consist of three (3) persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members. Each Director shall be an Owner or a Voting Member.
- 5.02 <u>DEVELOPER DESIGNATED BOARDS</u>: Anything herein to the contrary notwithstanding, until the first meeting of the members after the Turnover Date the Board shall consist of three (3) persons from time to time designated by the Declarant, who shall serve at the discretion of the Declarant. During such period the Owners may elect from among themselves that number of non-voting counselors to the Board as the Declarant may, in its sole discretion, permit.
- 5.03 <u>BOARDS AFTER TURNOVER DATE</u>: At the first meeting of the Owners (which shall be held no later than the Turnover Date) the Voting Members shall elect a full Board of Directors in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of the Board other than those designated by the Declarant, the Declarant shall deliver to the Board:
 - (a) Original copies of the Declaration, these By-Laws, the Association's Articles of Incorporation and the Association's minute book.
 - (b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant designated Boards.
 - (c) All Association funds and bank accounts.

- (d) A schedule of all personal property, equipment and fixtures belonging to the Association including documents transferring the property to the Association.
- 5.04 <u>ELECTION</u>: At the initial meeting of the Owners a full Board of Directors shall be elected or appointed as provided herein. The two (2) candidates receiving the greatest number of votes shall each serve a two year term and the candidate receiving the next greatest number of votes shall serve a one year term. Thereafter, each Director shall serve a two year term. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, each Class A Member shall be entitled to the number of votes equal to the number of Board to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Board to be elected multiplied by ten (10). Cumulative voting shall not be permitted for Class A Members, but cumulative voting shall be permitted for the Class B Member.
- 5.05 <u>ANNUAL MEETINGS</u>: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the members.
- 5.06 <u>REGULAR MEETINGS</u>: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided, that, after the Turnover Date, not less than four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting.
- 5.07 <u>SPECIAL MEETINGS</u>: Special meeting of the Board may be called by the President or at least one-third (1/3) of the Directors then serving.
- 5.08 <u>WAIVER OF NOTICE</u>: Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 5.09 <u>QUORUM</u>: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.
- 5.10 <u>COMPENSATION/REIMBURSEMENT FOR EXPENSES</u>: Directors shall receive no compensation, except as expressly provided in a resolution duly adopted by 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

- 5.11 <u>REMOVAL OR RESIGNATION OF DIRECTOR</u>: Any Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Directors then serving at any annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.
- 5.12 <u>POWERS AND DUTIES OF THE BOARD</u>: The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Indiana General Not- For-Profit Corporation Act, including, without limitation, the following powers and duties:
 - (a) To engage the services of a manager or managing agent upon such terms and with such authority as the Board may approve;
 - (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
 - (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area for which the Association is responsible under the Declaration and these By-Laws;
 - (d) To procure insurance as provided for under the Declaration;
 - (e) To estimate and provide each Owner with an annual budget showing the Community Expenses;
 - (f) To set, give notice of, and collect Assessments from the Owners as provided in the Declaration;
 - (g) To pay the Community Expenses;
 - (h) Subject to the provisions of the Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;
 - (i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Community Area, and for the health, comfort, safety and general welfare of the Owners. Written notice of any such rules and regulations or amendments thereto shall be given to all Owners affected thereby;

- (j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of these By-Laws.
- (k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof.

ARTICLE VI OFFICERS

- 6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be Directors and shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board.
- 6.02 <u>VACANCY OF OFFICE</u>: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.
- 6.03 <u>POWERS OF OFFICERS</u>: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:
 - (a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws as provided in the Declaration and these By-Laws.
 - (b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;
 - (c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe;
 - (d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.
- 6.04 <u>OFFICERS' COMPENSATION</u>: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII COMMITTEES DESIGNATED BY BOARD

- 7.01 <u>BOARD COMMITTEES</u>: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.
- 7.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners or representative of Owners and the President of the Association shall appoint the members of such committee and shall designate a Director to act as a liaison between such committee and the Board. Any member of such committee may be removed by the President of the Association whenever in his judgment the best interests of the Association shall be served by such removal. The powers and the duties of any such standing committee shall be as set from time to time by resolution of the Board. The chairman of each standing committee shall be a Director (who shall act as the liaison between the committee and the Board), and the other members of the committee (which need not be Directors) shall be appointed and removed from time to time by such chairman.
- 7.03 <u>TERM</u>: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.
 - 7.04 CHAIRMAN: One member of each committee shall be appointed chairman.
- 7.05 <u>VACANCIES</u>: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.
- 7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 7.07 <u>RULES</u>: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- 8.01 <u>CONTRACTS</u>: The Board may authorize any officer of officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.
- 8.02 <u>PAYMENTS</u>: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.
- 8.03 <u>BANK ACCOUNTS</u>: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.
- 8.04 <u>SPECIAL RECEIPTS</u>: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX FISCAL MANAGEMENT

- 9.01 <u>FISCAL YEAR</u>: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.
- 9.02 <u>ANNUAL STATEMENT</u>: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with a statement of the income and disbursements of the Association for such fiscal year.
- 9.03 <u>SPECIAL STATEMENT</u>: Within ten (10) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board) the Board shall provide the Owner with a statement containing the following information:
 - (a) The status of the Owner's account and the amount of any unpaid assessments or other charges due and owing from the Owner; and
 - (b) The status and amount of any and all Capital Reserves.
 - 9.04 ASSESSMENT PROCEDURE: Community Assessments and special assessments

shall be made and collected as provided in the Declaration.

ARTICLE X BOOKS AND RECORDS

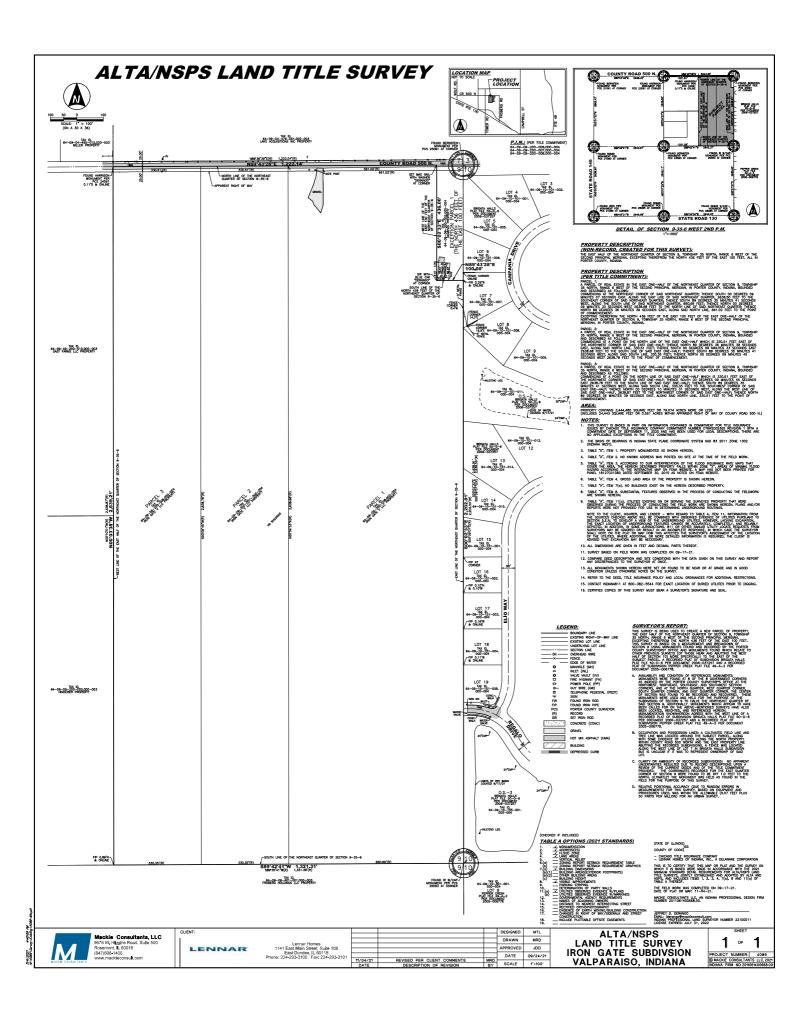
The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his mortgagee, agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XI SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names of the Association and the words "Corporate Seal, Indiana".

ARTICLE XII AMENDMENTS

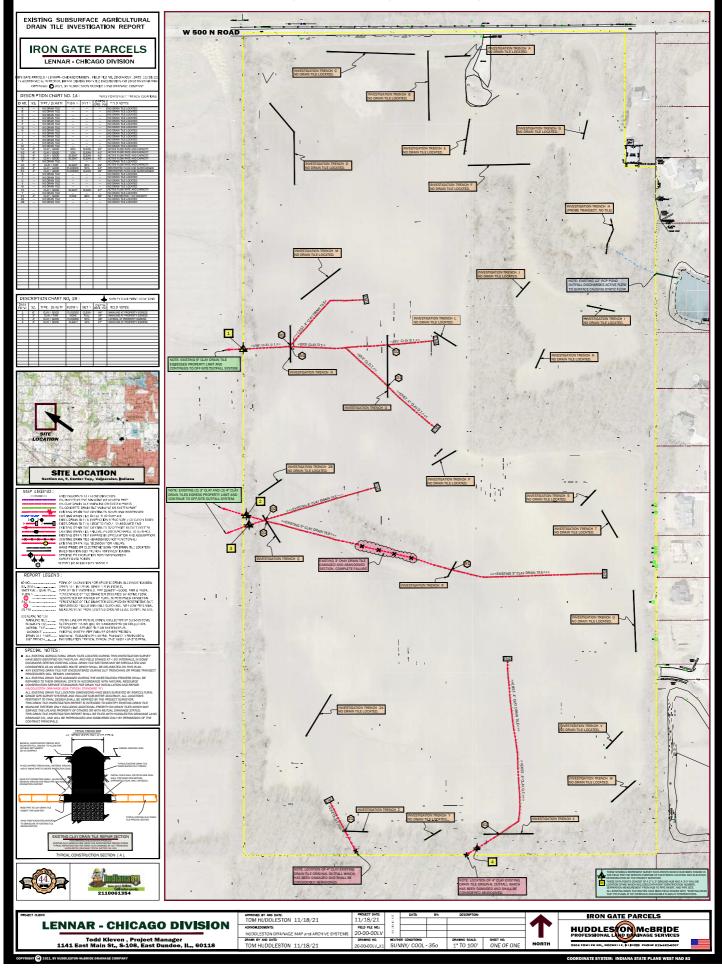
These By-Laws may be amended or modified at any time, or from time to time by the affirmative votes of Directors having more than two-thirds (2/3) of the total votes; provided, that (i) no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration, and (ii) no provision of these By-Laws which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.



EXISTING AGRICULTURAL DRAIN TILE INVESTIGATION PLAN

IRON GATE PARCELS PREPARED FOR LENNAR - CHICAGO DIVISION

Section no. 9, Center Twp., Valparaiso, Indiana



FINAL ENGINEERING PLANS IRON GATE SUBDIVISON VALPARAISO, INDIANA





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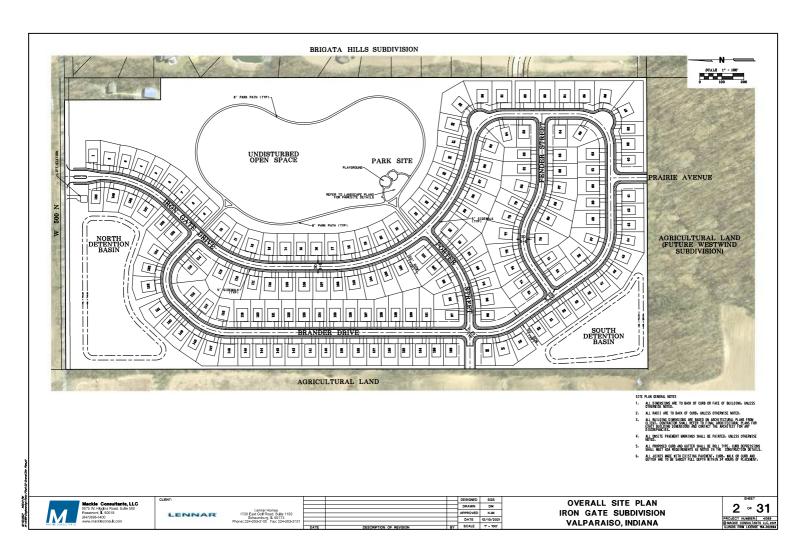


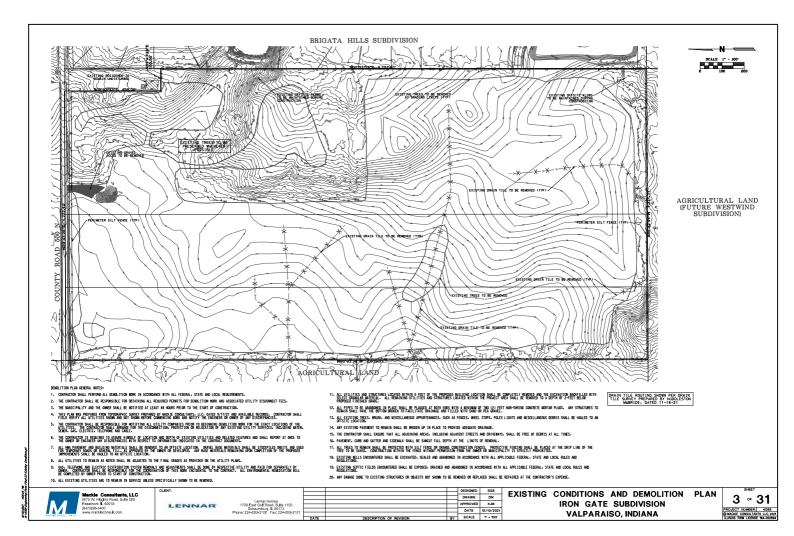


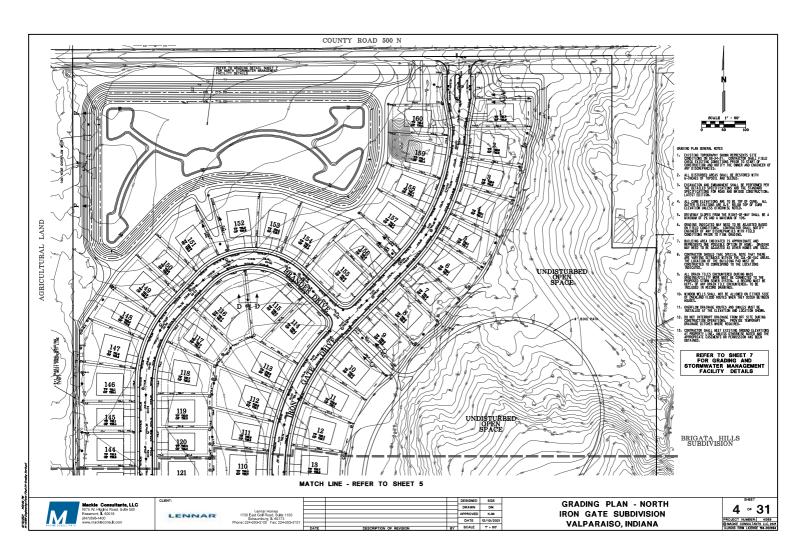
COVER SHEET IRON GATE SUBDIVISION VALPARAISO, INDIANA

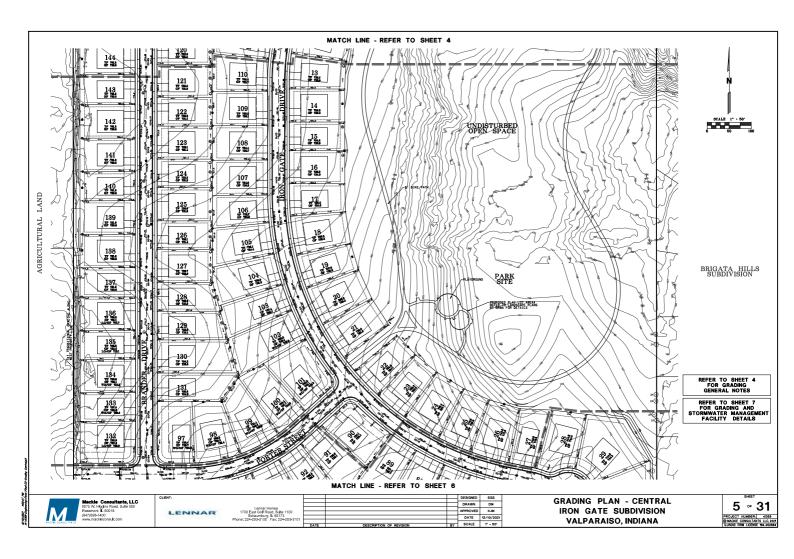


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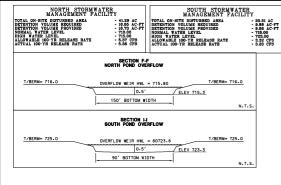


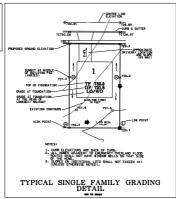


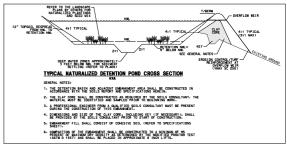


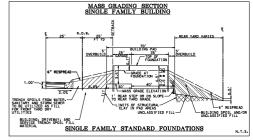










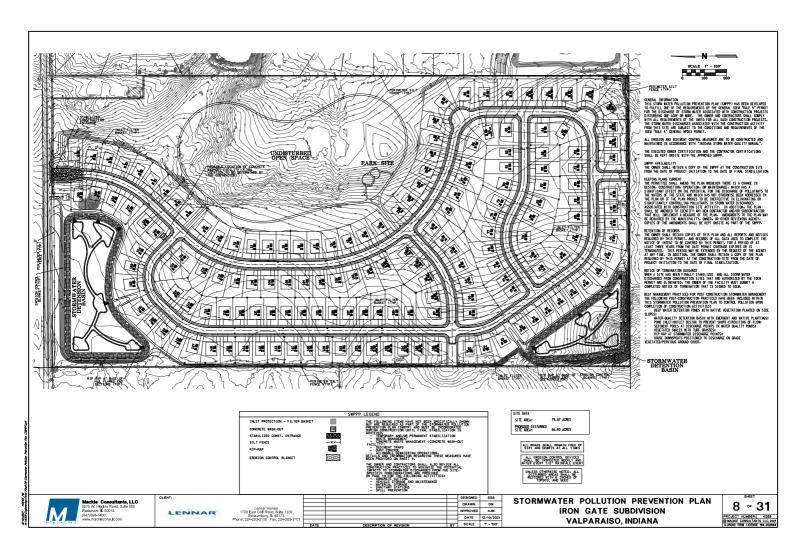


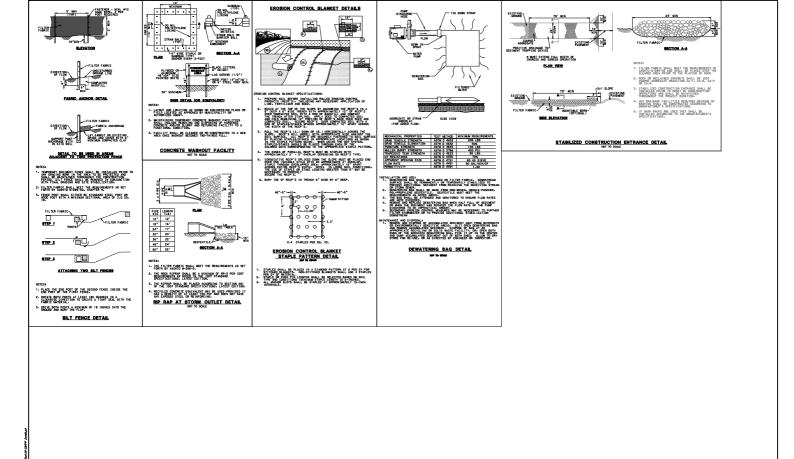
Mackle Consultants, LLC 9757 W, Highin Road, Sute 500 Rosemort, E 6018 (847)896-1400 www.maddeconsult.com

LENNAR

Lennar Homes 1700 East Golf Road, Sulte 1100 Schaumburg, IL 60173 Phone: 224-293-3100 Fax: 224-293-31

GRADING DETAILS IRON GATE SUBDIVISION VALPARAISO, INDIANA 7 of 31





Lennar Homes 1700 East Golf Road, Suite 110 Schaumburg, IL 60173 Phone: 224-293-3100 Fav: 224-293

LENNAR

SWPPP DETAILS

IRON GATE SUBDIVISION VALPARAISO, INDIANA 9 - 31

PROJECT NUMBER: 4089 @ MACKIE CONSULTANTS LLC, 2021 LUNCIS FRIN LICENSE 184-0028IN THIS PLAN COVERS THE SITE DEVELOPMENT IMPROVEMENTS ASSOCIATED WITH THE IRON CATE SUBDIVISION IN VALPARIASD, INDIANA.

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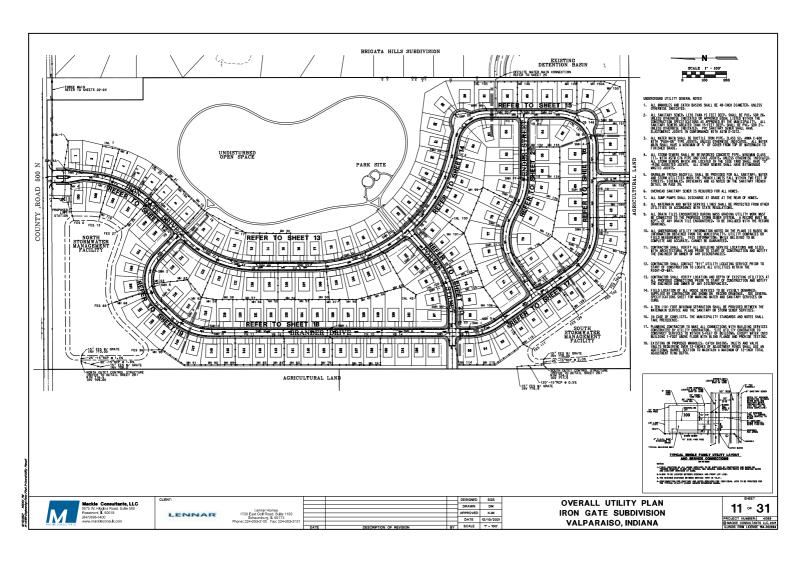
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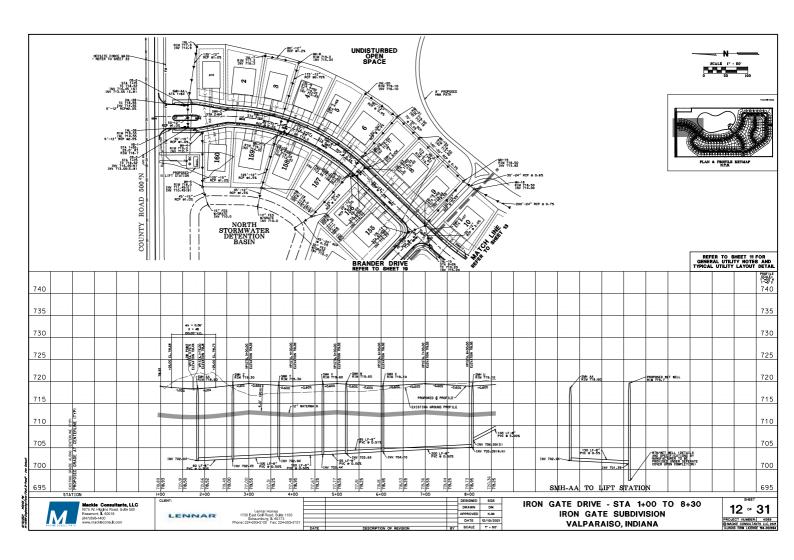
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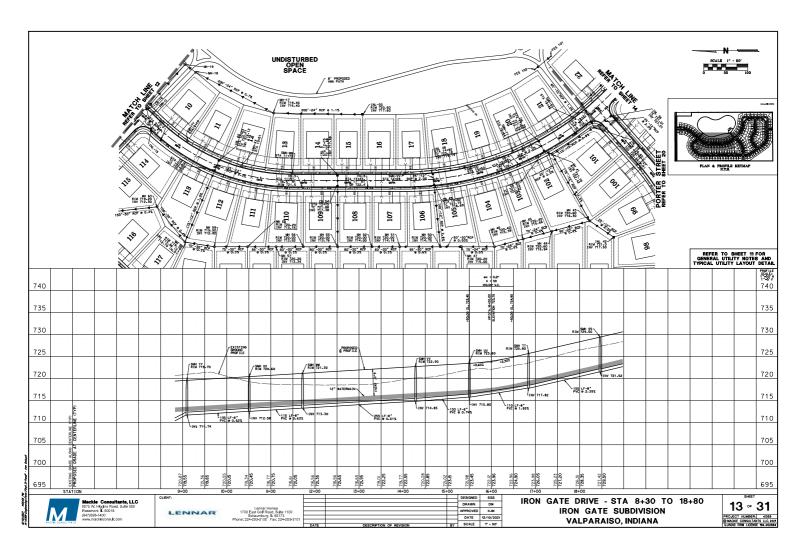
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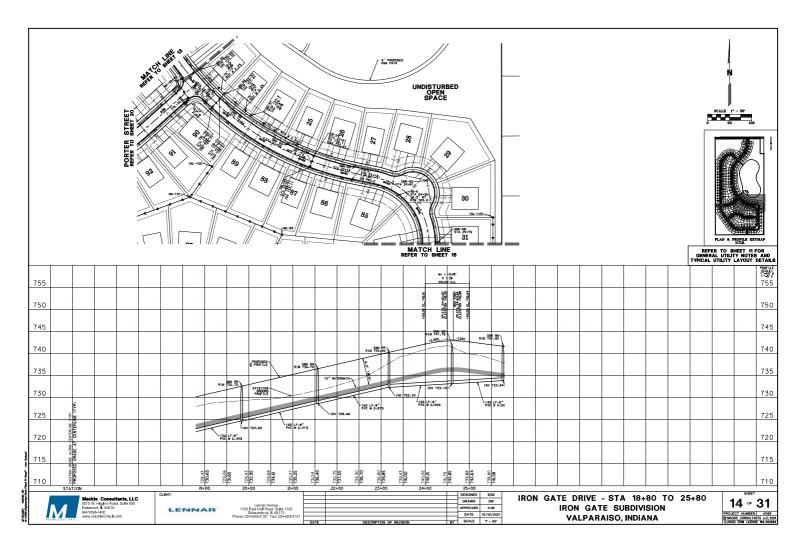
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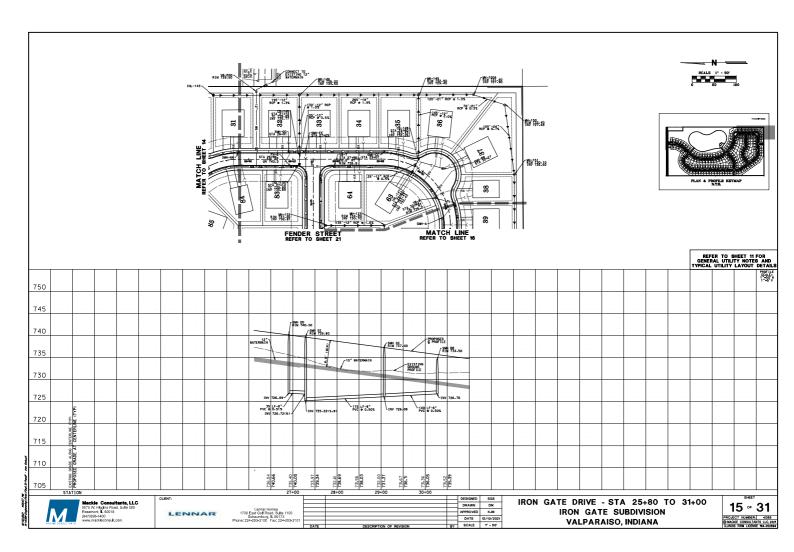
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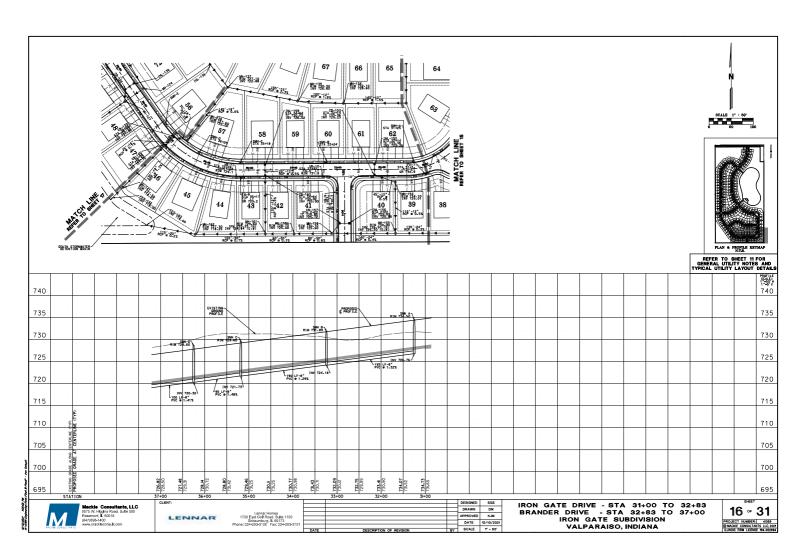


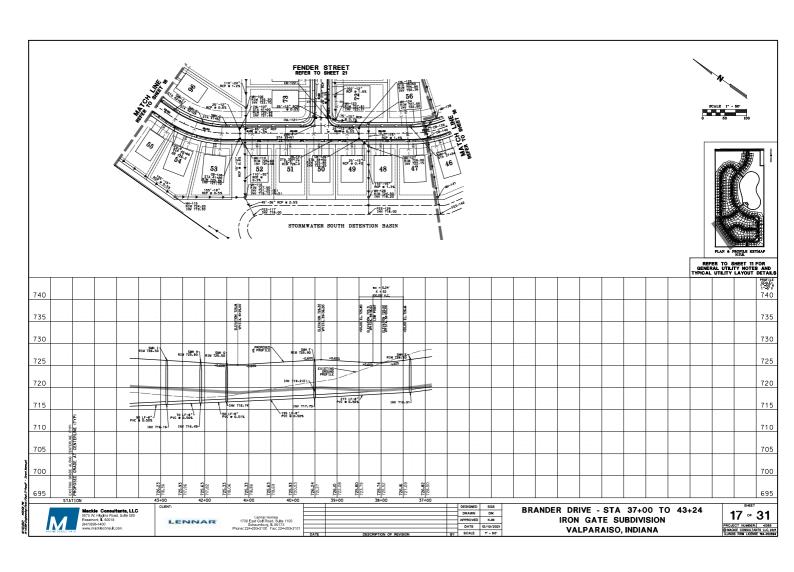


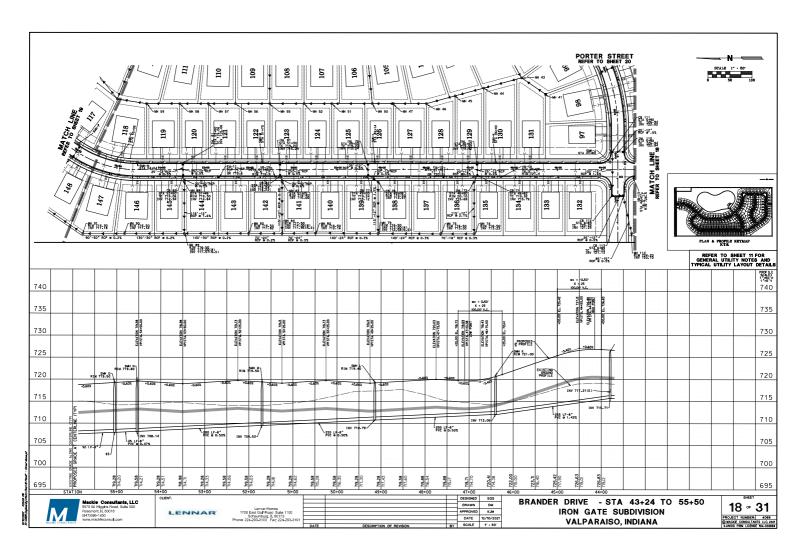


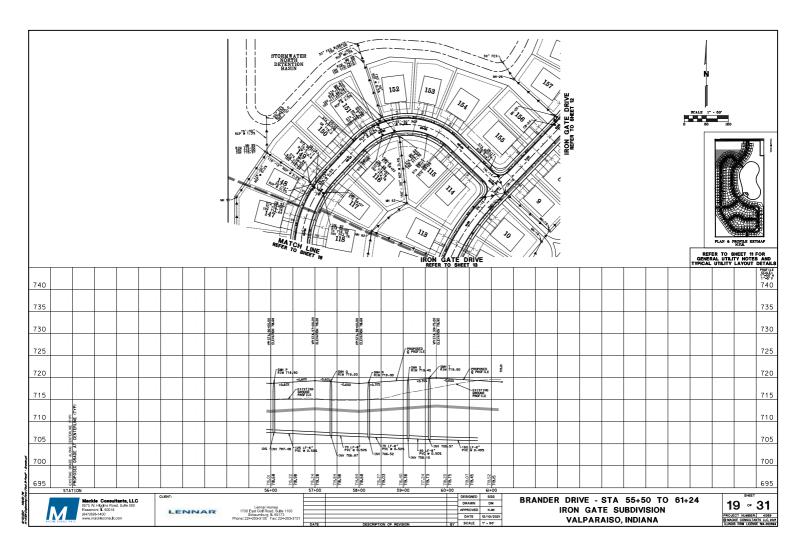


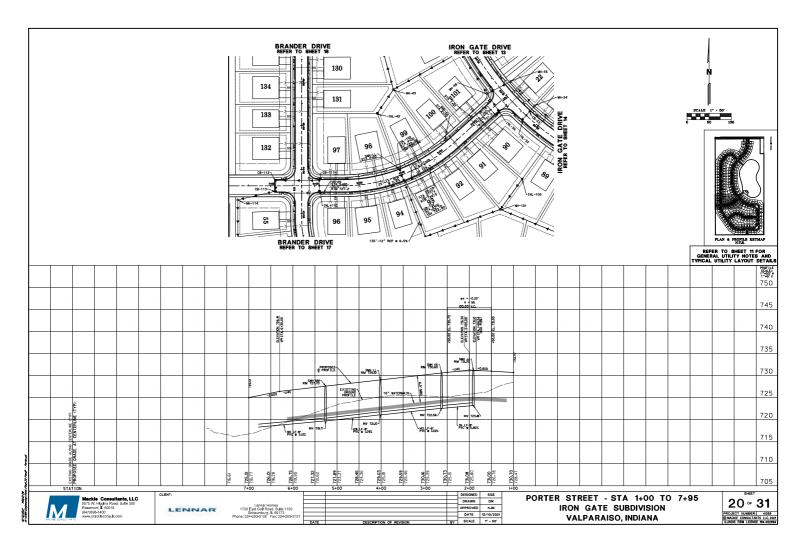


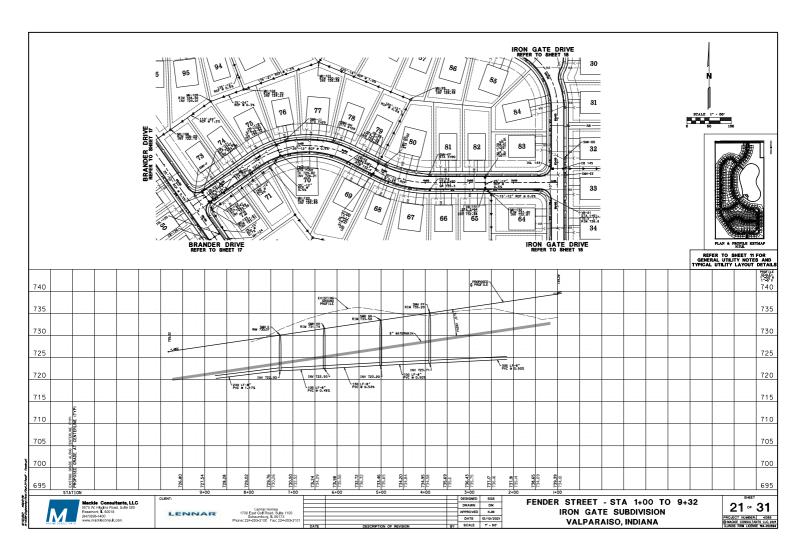


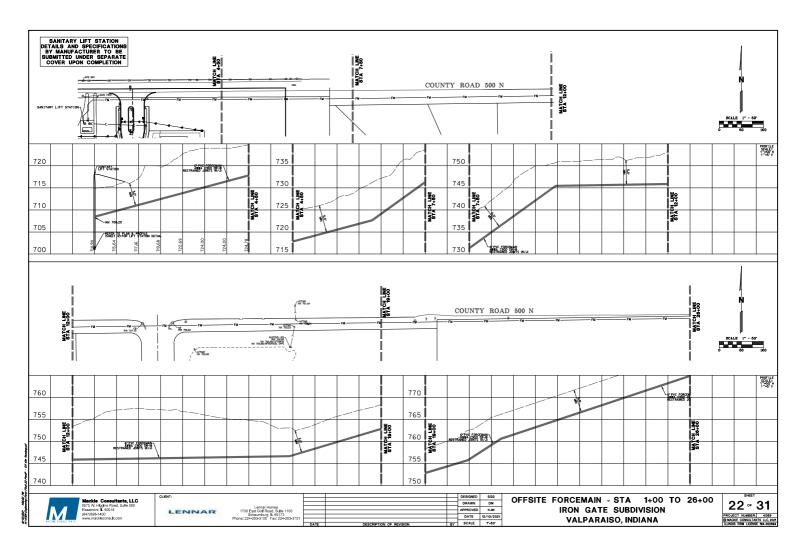


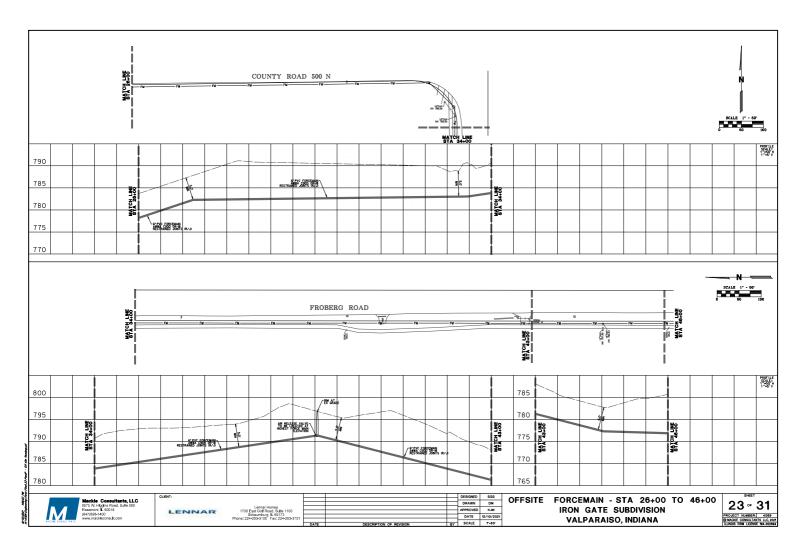


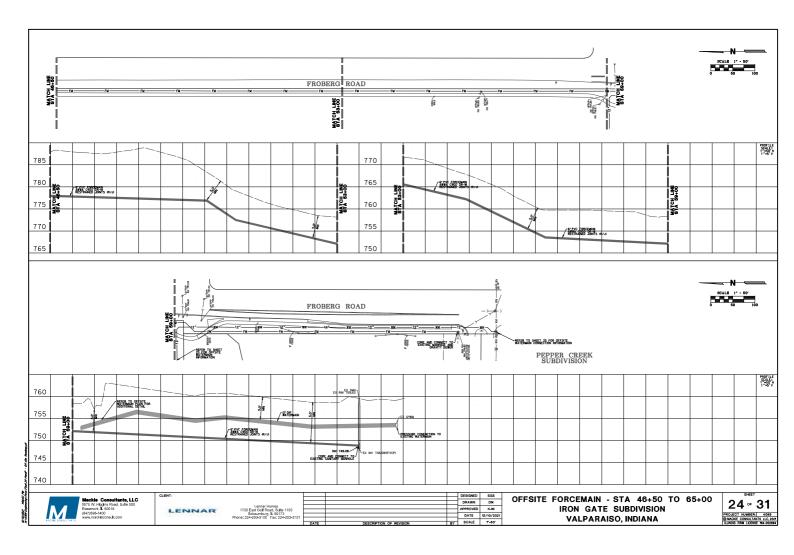


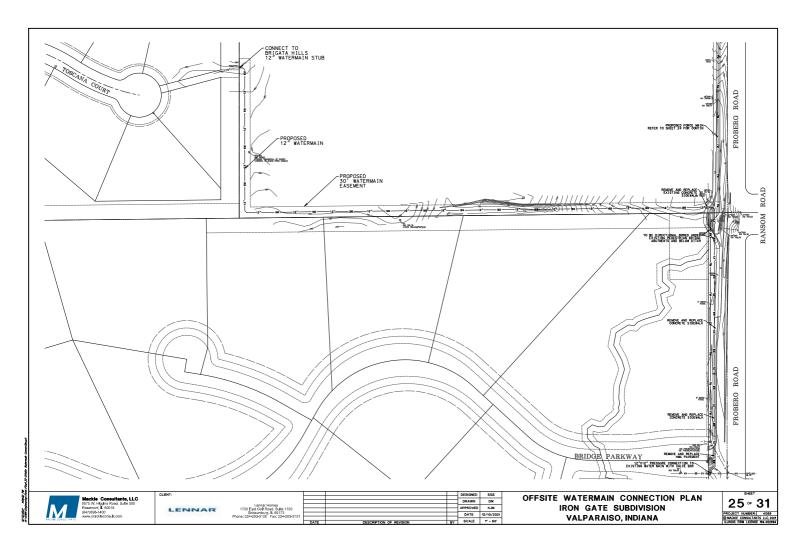


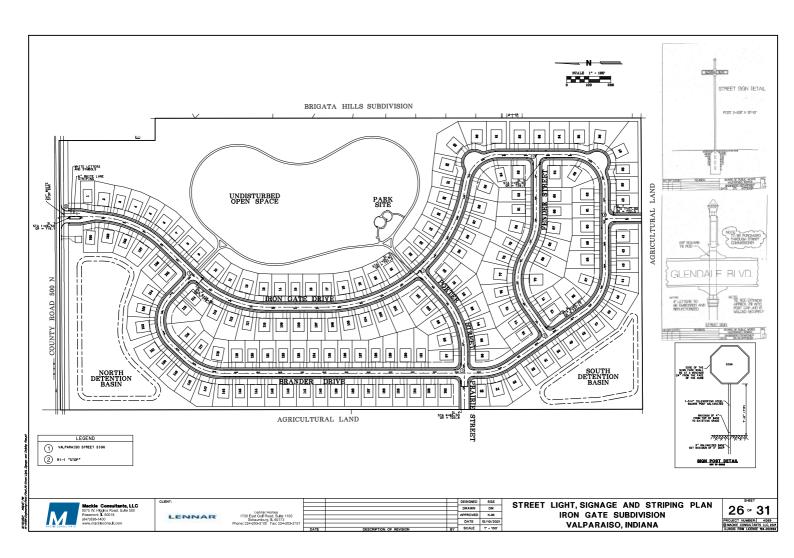


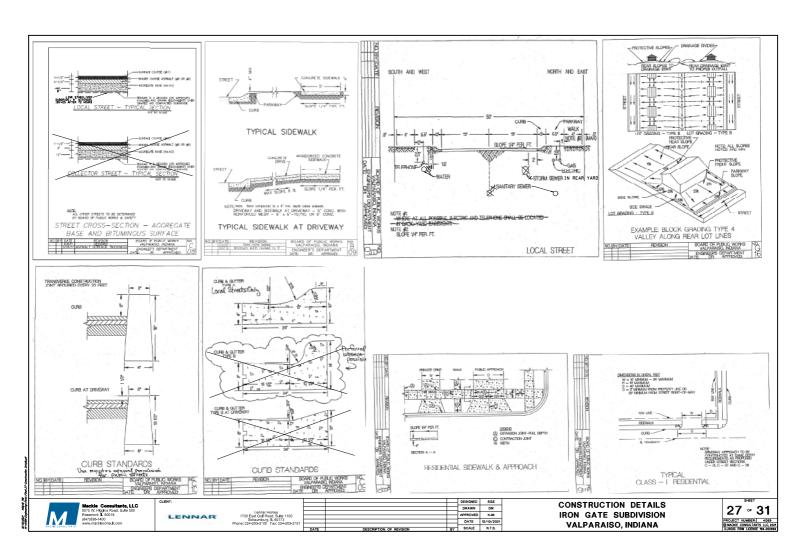


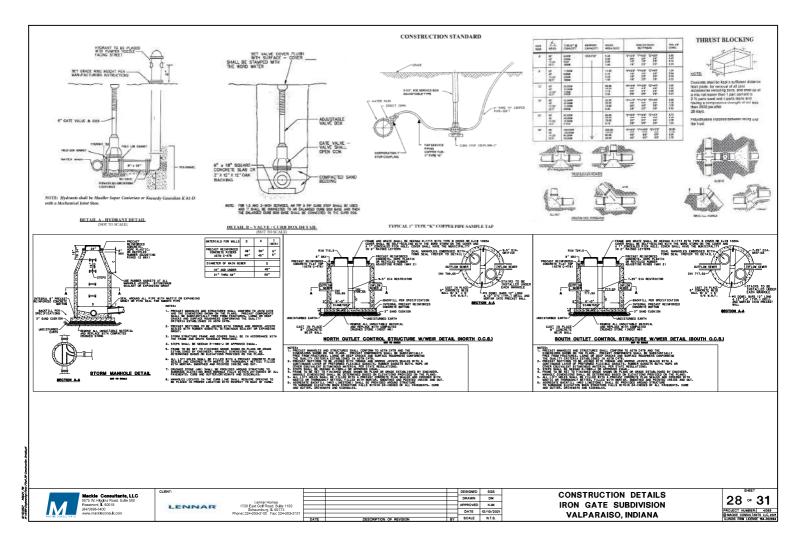


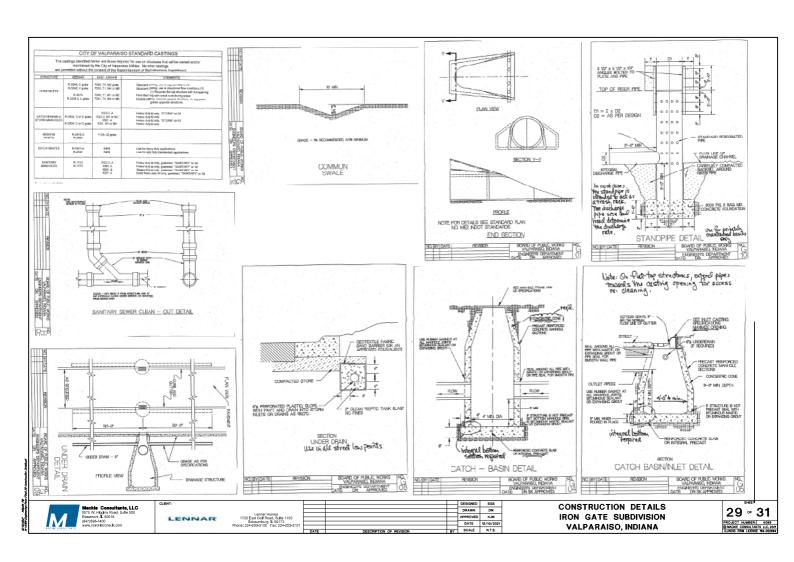


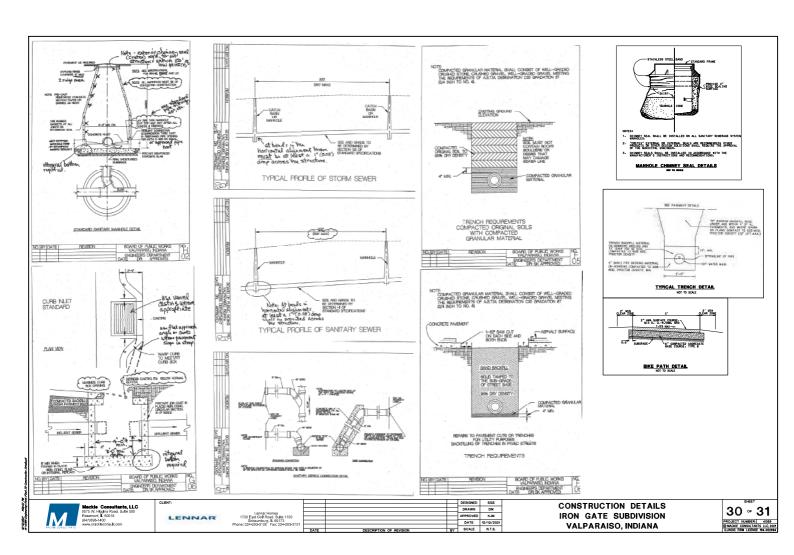












GENERAL NOTES A. REFERENCED SPECIFICATIONS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE COLUMN CONTROL SYSTEM OF THE COLUMN - STANDARD SPECIFICATIONS, INDIANA DEPARTMENT OF TRANSPORTATION, LATEST EDITION, INDOT SS) FOR ALL IMPROVEMENTS EXCEPT SAMITARY SEVER AND WATER MAIN CONSTRUCTIONS RTMENT OF ENVIRONMENTAL MANAGEMENT REGULATIONS:

DEVELOPMENT STANDARDS MANUAL, CITY OF VALPARAISO, LATEST EDITION; INCLUDING SPECIFICATIONS AND ENGINEERING REQUIREMENTS FOR THE INSTALLATION OF MATER MAINS AND APPURTENANCES, VALPARAISO CITY UTILITIES;

STROMMATER MANAGEMENT REPORTMENTS CITY OF VALPARAISO, LATEST EDITION

STORMMATER TECHNICAL STANDARDS MANUAL, CITY OF VALPARAISO, LATEST EDITION

SPECIFICATIONS AND STANDARDS FOR ACCEPTANCE OF MANICIPAL IMPROVEMENTS:
CITY OF VALPARAISO, LATEST EDITION.

IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES MOTED. THE MORE STRINGER SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

THE CITY OF VALPARAISO MAST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF NORK. CONTRACTOR SHALL DETERMINE TIEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR FLAV WIND PLACE.

THE CONTRACTOR SHALL HOTTLY ALL LITTLE TY COMPANIES PRIOR TO RESIMINE CONSTRUCTION FOR THE EXACT LICENTAL THE OTHER LITTLES AND FOR THEIR PROJECTION FAIR DECONSTRUCTION. FOR EXACT LICENTAL THE ADMINISTRATION LITTLES AND ENCOUNTERED THAT CONTICT IN CONTRACTION WITH THE CONSTRUCTION. IMMEDIATELY MOTIFY AND ADMINISTRATION THAT THE ADMINISTRATION CALL FLAR PASS. AT 1800-1820-582.

1. THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE THE CONTRACTORISI SHALL INDEMNIFY THE OWNER, ENDINEER, MANICIPALITY, AND THEIR AGENTS. ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION. INSTALLATION. OR TESTING OF THIS WORK ON THE PROJECT.

INSTITUTION OF MESTING OF MISS WORK OF ME PROJECT.

THE PROPOSED INFORMATION OF THE MINICIPALITY DIESES GAMMES ARE RESIDENCE FOR AMERICAN OF THE MINICIPALITY DIESES GAMMES ARE APPROVED OF THE MINICIPALITY DIESES GAMMES ARE APPROVED OF THE MINICIPALITY DIESES GAMMES ARE APPROVED OF THE MINICIPALITY DIESES OF THE PLANS, MIST SEE FOLICIBLE. PROPER CONSTRUCTION TECHNICOLS, MIST SEE FOLICIBLE OF THE IMPORTANCE IN INDICATE ON THE PLANS.

A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE COUNSTREAM SENER PIPE AT THE POINT OF SENER CONNECTION PRIOR TO COMMENCING ANY SENER CONSTRUCTION. THE PLUG SHALL RELAIN IN PLACE WITH, REMOVAL IS JUTHORIZED BY THE MINISTER BY AFTER THE SENERS HANGE FER THE STEED AND ACCEPTED. THE CONTRACTOR SMALL TAKE MEASURES TO PREVENT ANY UNPOLLUTED WATER, SIJCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY STREET.

DISCHARGING ANY IMPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SAMIL BE PROMISITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY AND/OR SEWER DISTRICT.

THE LOCATION OF VARIOUS EXISTING UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR IMFORMATION ONLY AND REPRESENT THE BEST KNOWLEGG OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO REGIMMING THE CONSTRUCTION OPERATIONS.

8. AMY EXISTING PAVEMENT, SIDEWALK, DRIVENAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

NO FINAL CONNECTION SHALL BE MADE TO THE EXISTING WATER MAIN SYSTEM UNTIL THE WATER MAIN HAS BEEN PRESSURE TESTED AND CHLORIMATED. 10. ALL NON-PAYING CONCRETE USED ON THE PROJECT SHALL BE INDOT. CLAS

11. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE
MITH THE REQUIREMENTS OF THE MANICIPALITY AND OWNER.

12. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO MOTIFY ALL INSPECTION AGENCIES.

13. ALL EXISTING FIELD DRAINAGE THE ENCOUNTERED OR DAMAGED QURING CONSTRUCTION MICH DRAIN OFFSITE PROPERTY SHALL BE CONNECTED TO THE STORM SERVES SYSTEM. ALL EXISTING FIELD DAMAGE THE ENCAURATED DRAINED CONSTRUCTION THAT SERVES ON-SITE PROPERTY CAN BE CAPPED AND RESIDENCE FROM THE SITE.

14. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.

15. RECORD DEPOSITIONS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE EMPIRICE AS SOON AS UNEXPOSUDD IMPORTANTS ARE COMPLETED. FIRMAL PRIMERYS TO THE COMPLETED ASSULE RELIGIOUS THE THEY ARE RESTRICTED. MAY NAVES OF BROADS SHALL BE LOCATED FROM THE CONSISTENT MANDICE. ALL VALVES, SHORTS, TELS OF BROADS SHALL BE LOCATED FROM THE CONSISTENT MANDICE. ALL VALVES, SHORTS. TELS OF BROADS SHALL BE LOCATED FROM THE CONSISTENT MANDICE.

D. EXCAVATION AND SITE GRADING

EXCAVATION AND EMBANCHMENT REQUIRED FOR SITE GRADING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE INDOT SS AND THE SOILS REPORT PREPARED FOR THIS SITE. COPIES OF THE SOILS REPORTS ARE AVAILABLE EDWAY THE CHARGE.

LA CALL DESIGNATION OF CONTROL AND ADMINISTRATION OF CONTROL ADMINISTRATION

ORIETTOMACE MERILAS.

[1] THE SERVICE OF THE SERVICE OF THE SERVICE OF THE ORIGINAL IT IS NOT PROTECTIVE OF THE ORIENTATION ORIENTATION OF THE ORIENTATION OF THE ORIENTATION OF THE ORIENTATION ORIENTATION OF THE ORIENTATION ORIENTATION OR THE ORIENTATION ORIENTATION

COMPACTION THE OWNER. 5- NO EQUIPMENT. MATERIAL OR WORK IS TO BE PERFORMED OUTSIDE THE LIMITS OF

THE CONTRACTOR IS REQUIRED TO MEET ALL SOIL EROSION CONTROL AND SEDIMENTATION REQUIREMENTS AS SET FORTH IN THE MANICIPAL ORDINANCES. COUNTRY ORDINANCES AND THE FRANCHEFFRING PLANS.

ALL PAVEMENT SUBGRADES SHALL BE PROOF-BOLLED WITH A FULLY LOADED TEN WHELL TRUCK. MAY SOFT JUDING AREAS SHALL BE REMOVED AND REPLACED WITH COMPACIED COLARSE AGREGATE NO 53.

ALL UNSUITABLE MATERIAL, AS DETERMINED BY THE SOILS EMPINEER, SMALL BE REMOVED AND MEPLACED WITH COMPSE AGRECATE AND 53 AND COMPACTED TO 95% MODIFIED PROCTOR CENSITY IN PANEMENT AREAS AND COMPACTED TO 3,000 PSF IN BUILDING PARLIMITS.

LINETS OF BUILDING PAD SHALL EXTEND FIVE (5) FEET BEYOND PROPOSED BUILDING BALLS. LINETS OF SUITABLE PAREMENT SUBSPACE SHALL EXTEND TWO (2) FEET BEYOND BACK OF PROPOSED CURB, OR EDGE OF PAVEMENT.

F. PAVEMENT CONSTRUCTION

HOT-MIX ASPHALT PAVEMENT SHALL HAVE A MINIMUM TOTAL COMPACTED THICKNESS AS SHOWN ON THE DRAWINGS AND SHALL BE COMPACTED TO 93% OF THE MAXIMUM UNIT WEIGHT AS DETERMINED BY ASTM D-2041.

2. THE PAYEMENT SUBGRACE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SHAPL ICABLE PROVISIONS OF SECTION 2071 (SUBGRACE OF THE INDIOT SES, SHALL BE COMPACTED TO MINETY-TIVE 193) PERSON OF THE WAINIAM BY DENSITY IS DETERMINED BY THE ALSHTO 99, AS MODIFIED ACCORDING TO STANDAMO SPECIFICATION SUBSECTION 2032.24. 3. THE AGGREGATE BASE COURSE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 301 (AGGREGATE BASE) OF THE INDOT SS.

4. NO ACCRECATE BASE COURSE SHALL BE INSTALLED UNTIL THE SUE 5. HOT-MIX ASPIALT PAYMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 402 (NOT WIX ASPIALT, MAA. PAYMENT) OF THE INDIO S.

MO HOT-MIX ASPHALT INTERMEDIATE COURSE SHALL BE INSTALLED UNTIL THE ACCRECATE BASE COURSE HAS BEEN APPROVED BY THE OWNER OR ENGINEER. THE ACCRECATE BASE COURSE SHALL BE PRIVATED IN ACCORDING WITH SECTION ARTS OF THE THOOT SS AT A RATE OF 0.50 TO 0.75 GALYSO, PO.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY SIGNS, BARRICHES, FENCES, ETC. TO REEP THE CONSTRUCTION SITE IN COMPLIANCE WITH SECURE ADDITIONAL SIGNANCE OF BARRICHES. THE CONTRACTOR SHALL COMPLY WITH ALL SUCH

 ALL EXISTING PAYEMENT, SIGNALK, OR CURB AND GUTTER TO BE REMOVED SHALL BE SANCUL ALONG THE LIMITS OF THE PROPOSED REMOVAL BEFORE REMOVAL OFFRATIONS BEGIN. PRIOR TO PLASEMIT OF BASE COURSE. THE SURGAME SHALL BE PROOF-POLLED WITH A FULLY (DOLD) THE WHELL THOUSE, AND MY SOFT YILLDING AREAS SHALL BE REMOTED AND REPLACED HITH CORPACTED COMMERCE ADDRESSES, LOSE, 55 STORE. THE TOP SIX (A) TRICKES SHALL COMPLY WITH DENSITY REQUIREMENTS OF THE CITY SERVING THE METHOD THE MATCH THE TOP TO THE CITY SERVING THE METHOD THE MATCH THE THE METHOD THE MATCH THE THE METHOD THE MATCH THE METHOD THE

CURB AND GUITER REMOVAL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION 202.05 (REMOVAL OF PCOP, SIDEWALKS, CURBS ETC.) OF THE INDIOT S.

11. ALL PAVELENT MARKINGS SHALL BE PAINT.

12. P.C.C. PAYERENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION PROPERTY PROPERTY PROPERTY PROPERTY PROPERTY SHALL BE CLASS A. UNLESS OFFICERISTS MOTED.

THE PARTY MALE BY CASA A MUESS OFFEREIS WITE.

1. PROVIDE CONTROL BY ALL RECORDS TO THE APPLICABLE FOR THE A

THE THICKNESS OF THE BUTTER FLAG AND TO A MINING PROVIDED UNDER A MINING 4-INCH COMPACTED AGGREGATE BASE SMALL SE PROVIDED UNDER HE CURB AND SUITER AND SHALL EXTEND 1-FOOT BEHIND BACK OF CURB.

SIDEMALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECTION GOA (SIDEWALKS, OURS RAMPS, STEPS AND HAMDRAILS) OF THE INDOORS.

OF THE INDOORS.
OF THE INDOORS. WINDOW OF SECTION FOR SIZEMENTS. OWER MANYS. STEPS ARE MANDALLS. WE OPERATE MATERIAL PARKET AND THE SECTION OF THE SECTION OF

15- ALL CONCRETE FOR SIDENALK AND CURB AND GUTTER IS TO BE CLASS A. WITH NO

ALL CHRIS CONSTRUCTED OVER A UTILITY TREMEN SHALL BE RELEGATED BY IN THE THOU CHAIL OF RELEGATED BY IN THE FLAG FOR A LIGHTH OF 10 FEET ON ETHER STILE OF THE TREMEN STREAMS FOR ALL BETT HER THE STAND THE FLAG FOR A LIGHTH OF 10 FEET ON ETHER STAND THE TEXT OF THE STAND FOR A LIGHTH OF DEET OF THE THE STAND AND FRENCH STAND THE STORMAN STAND THE STORMAN STAND THE S

ANA ACCESSIBLE CURB BIAMPS CHALL BE PROVIDED TO SCHOOL OF FLANS. ALL MAN CURB BIAMPS CHALL PROVIDED DESCRIBE, BURNINGS FOR THE GETAIL LIGHTED WITHIN THIS PLAN SET. THE INSTITUTION OF THESE DESCRIBES MANINGS CHALL CONFORM TO SECTION GOO OF THE INPOT SS AND THE AMERICANS WITH DISABILITIES ACT ACCESSIBLITY CULDICILIES.

ALL SANITARY SEVERS, SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF VALPARAISO REQUIREMENTS, LATEST FOILTON.

EDITION:
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SANITARY SERIES SANLI BY:
PICK, SER 26, TYPE PEAL COMPONENTS TO ACCOUNT OF THE PICK, SER 26, TYPE PEAL COMPONENTS TO ACCOUNT OF THE PICK, SANIT BY CASE OF SANITARY CONTINUES TO ACCOUNT OF THE PICK, SANITARY SANITARY COMPONENT OF SANITARY SANITARY SANITARY COMPONENT OF ACTUAL DESCRIPTION OF TYPE WITH A COMPINED RESERVE CASE COMPONENTS OF ACTUAL PATTY.

EACH PIPE SHALL BE LAID. IN CLASS I OR CLASS II BEDDING, AS SHOWN ON THE DETAIL ON THESE PLANS. PIPE BEDDING WATERIAL AND INSTALLATION SHALL COMPONN TO ASTU BEZZI. PIPE BEDDING SHALL BE COMPACTED TO 95% MODIFIED PROCEDUR DENKING.

CARLON DESIGN.

SECTION SHARE ABOUT LIST. FROMEN, SHARE IN SHARE S

ALL SMITARY SEVERS CONSTRUCTED OF FLEXIBLE PIPE SHALL BE DEFLECTION TESTED IN ACCORDANCE WITH THE CITY OF VALPAGAISH REQUIREMENTS. DEFLECTION TESTING COLUMN AND FORD SCHOOL THAN TURING YOU AND ALLER CHARLE WITH SET THE C INSTALLATION OF THE SECTION BEING TESTED. ALL GRAVITY SANITARY SENER SHALL LEAK TESTED ACCORDING TO THE CITY OF VALPARAISO REQUIREMENTS ALL SANITARY SENER LINES SHALL BE INSPECTED USING A PIPELINE SENER CAMERA PRIOR TO ACCEPTINGS.

6. SANITARY MANHOLES SHALL BE VACUUM AIR TESTED PER ASTM C1244

SMITARY SERVICE FOR THE PROPOSED BUILDINGS SHALL BE CORDINATED WITH THE ARCHITECTURAL PLANS FOR SIZE AND LOCATION. LATER REVISIONS TO ARCHITECTURAL PLANS MY EXIST, TREEFERDE, COMPATION BY LATER REVISIONS TO ARCHITECTURAL PLANS MY EXIST, TREEFERDE, COMPATION SHALL WITHOUT COMPATION SHALL WITHOUT CONTINUE TO ARCHITECTURAL PLANS IN CONSISTENT WITH ARCHITECTURAL PLANS. HOTELY ENGINEER ORDER IF DISCRESS.

ALL NATER MAINS SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF VALPARAISO REQUIREMENTS, LATEST FINITION.

WHITE MUINS SMALL BE DUTTLE HOM PIPE COMPONING TO ANSI A 21.51 (ANM C151). CLASS SE PER ANSI A 21.50 (ANM C150). DOUBLE THICKNES CLASS SE PER ANSI 24.150 (ANM C150). DOUBLE THICKNES CLASS AND SE DUTTLE HOM CONFORMING TO ANSI 22.10. REGER GUSCT CONTYS SME EX DUSTDED IN ANMA CIT. JOHN'S SMALL BY THOM OF AST TITE. THATSI SETALLIN'S SMALL AS THOM OF AST TITE. THATSI SETALLIN'S SMALL BY THOM OF AST TITE.

ALL DUCTILE IRON MATER WALN, FITTINGS AND RELATED APPURTENANCES SHALL BE WAMPED IN POLYETHYLENE EMPASSMENT IN ACCOMPANCE WITH AWAR C105/AMSI A21,5-05. THE INSTALLATION METHOD SHALL BE APPROVED BY THE CITY OF WAMPARASH.

4. A MINIMUM OF 5'-0" OF COVER SHALL BE MAINTAINED OVER THE NATER MAIN AND GRANALAR PIPE BEDDING MATERIA, SHALL BE INDOT NO. 8 COURSE AGGREGATE LINESTONE, UNLESS OTHERWISE APPROVED. THE PIPE BEDDING SHALL BE A WININGHAM OF FROMEST. THE CONTRACT HAVE TO THE LINES OF THE MANOCHED TO SHALL BE A FOREIGN OF THE PROPERTY OF THE MANOCHED TO SHALL BE REGIONS SHALL BE COMPACTED TO 95% MODIFIED PROCEIO DESIGNATION OF THE PROCE

PROCESS DOUTH.

STORY OF THE PROPERTY OF THE P

ALL NATER VAULTS SHALL HAVE THE NORD "NATER" CAST INTO THE LID.

VALVES SHALL BE PROVIDED AND TESTED IN ACCORDANCE WITH VALPAGA SO REQUIREDENTS. THE VALVES SHALL BE RESILIENT WEDGE GATE VALVES COMPONING TO THE EXPECTIVE STANDARDS OF THE LATEST ARMA SOON ARMA CSIS AND AND ANN CSIS STANDARDS. VALVES SHALL (PCP) BY TURNING LETT. THE STEM SHALL BE OF HIGH TESTEL STRENGTH BRONCE OF OTHER STANDARDS WAS COMPONED THE CELL. WORKING PRESURE SHALL BE OD PSI. STAILESS STAILE ON STAILE ON. STAILESS THE GOIST FOR COMPONED THE RESIL STAILESS AND CONTROL OF SIS SHALL BE SECURITION.

ALL GATE VALVES SHALL BE FURNISHED WITH O-RING STEM SEALS. NUMBER. SIZE AND DESIGN SHALL CONFORM TO THE ANNA STANDARD FOR GATE VALVE O-RING STEM SEALS.

HAPPING VALVES SHALL BE FARNISHED WITH FLAMED INLET AND CONNECTIONS MAY BE AUCTION PROJECTION OF THE FLAMES TO WAIT WITH A MODIFIED PROJECTION OF THE FLAMES TO WAIT WITH A MODIFIED PROJECT FLAMES TO WAIT WAS A MODIFIED FOR THE FLAMES TO WAIT WAS AND WA

11. VATER MAINS SHALL BE PRESSURE TESTED, LEAK TESTED AND CHLORIMATED IN ACCREMANCE WITH LOCAL MANICIPAL REQUIREMENTS.

ACCUSIONED THE PROPERTY RECUIREMENTS.

WATER SERVICE FOR THE PROPERTY BUILDING SHALL BE COOPDINATED WITH THE ACCUSTICATION. LAKER REFUSIONS TO THE ACCUSTICATION. LAKER REFUSIONS TO THE ACCUSTICATION. PLANS MAY EXIST, THEREFORE CONTRICTOR SHALL WRITF LOCATION AND SIZE OF WATER SERVICES AS SHOWN ON EMPIREMENT PLANS IS CONSISTENT WITH ACCUSTOMAL PLANS. INSTITUTIONAL PLANS. INSTITUTIONAL PLANS INSTITUTIONAL WATER WAINS SMALL BE LOCATED AT LEAST 10-FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY SEWER, STORM SEWER, COMBINED SEWER OR SEWER SERVICE CONNECTION. THE EDGE OF ANY MATER MAIN OR MATER SERVICE LINE SMALL NOT BE LISS THAN 8-FEET FROM THE FORC OF MANAGES.

THE MALE WE TELL THE THE TWO THE DOE OF MALE AND A THE MALE AND A PROPERTY THAT THE MALE AND A PROPERTY

THE MANNEY AND THE LAST OF HEATTH IN ACCORDANCE BY THE CITY OF THE MANNEY AND THE

1. ALL STORM SEVERS, SERVICES AND APPURTEMANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF VALPARAISO REQUIREMENTS AND THE IMOUT SS. LATEST EDITION.

SIDER SERES SAME DE:

OR HISTORIC CONCRETE PIPE, ASTM C-7E, WITH O-RING JOINTS MEETING THE
RESULTED CONCRETE PIPE, ASTM C-7E, WITH O-RING JOINTS MEETING THE
RESULTED PIPE PIPE (PMY) PIPE, SER 26. THE PESA, PER ASTM 0-NOISENTEPT, NO REMORALS MIRETAL SHALL BE LISTS AND SMALL MARE A CELL
CLASSIFICATION OF 1254-BA SE THE DIM NATION TIPE. JOINTS SHALL
CONCREDING IN SATIN GAZIE? THEN DAY THE WITH A COMPINED RESIDER MASKET
CONCREDING IN SATIN FATTY.

A TRACER WIRE, ELECTRICALLY CONTINUOUS TYPE TW INSULATED AND TRACER WIRE, SHALL BE INSTALLED ALONG THE PIPE, FASTEMED TO THE PIPE AT THEM (20) FOOT INTERVALS AND TERMINATED ABOVE GROUND WITH THE LEAD TAPED AGRINDS FARS STRUCTURE. ARROWD LOAD STRUCTURE.

SHALL BE ADDITION TO BE THINK AS INSPECTION TO BE ALL STORY STRESS
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THE FIFE WARRACTURE. IN ADDITION. THE TOF -INDESS BELOW THE BASK OF
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THE BASK OF THE

RICLE PIEC SALL EL LATER IN CASES OF RECOING UNESS CHEERISE (PPOPHED) CONTROL PIECE IN CONT

PRECAST MANAGLES SHALL CONFORM TO ASTN C478, LATEST EDITION. ALL
PRECAST COMPONENTS SHALL BE MANUFACTURED BY AN INDOT CERTIFIED PRECAST
CONCRETE PRODUCER.

PIPE END SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE NITH SECTION 715 OF THE INDOOT SES. ALL PRECAST STRUCTURE COMPONENTS SHALL BE MANUFACTURED BY AN INDOOT CENTIFIED PRECAST CONCRETE PRODUCER.

8. ALL END SECTIONS SHALL BE INSTALLED WITH TRASH RACKS. TRASH RACKS SHALL BE MANUFACTURED IN ACCORDANCE WITH THE INCOT SS.

9. RUBBER ADJUSTMENT RISERS AND SHIMS SHALL BE BY ONR TECHNOLOGIES, OR APPROVED FOUND. [. EROSION AND SEDIMENT CONTROL

THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE STORWINTER POLLUTION PREVENTION PLAN.

ALL DISTURBED AREAS SHALL BE RESTORED WITH 6-INCHES OF TOPSOIL AND SEEDED. SEEDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 621 (SEEDING AND SOCOING) OF THE INDOT SS. SEEDING WIXTURE SHALL BE SEED WIXTURE STATE IN A SEEDING WIXTURE SHALL BE SEED WIXTURE STATE IN A SECOND WITH THE PROPERTY IN THE SECOND WITH TH

EROSION CONTROL BLANKET SHALL BE CONSTRUCTED IN ACCORDANCE NITH SECTION 621 (SEEDING AND SODDING) OF THE INDOT SS. EBOSION CONTROL BLANKET SHALL BE WORTH MACRICAN GREED DS-150 OR SC-150, OR APPROVED EQUAL.

 TRAFFIC CONTROL SIGNS SHALL BE INSTALLED DURING CONSTRUCTION IN ACCORDANCE WITH THE INIOT SS AND IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. SAGE OF TRAFFIC AND PEDESTRIANS SHALL BE

2. THE SAFE AND ORDERLY PAS

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LENNAR

Lennar Homes 1700 East Golf Road, Suite 11 Schaumburg, IL 60173 Phone: 224-293-3100 Fee: 224-2

VALPARAISO, INDIANA

ROJECT NUMBER: 4089 MACKIE CONSULTANTS LLC, 202 LUNCIS FRIN LICENSE 184-00281

PROJECT SPECIFICATIONS IRON GATE SUBDIVISION

31 - 31

Landscape Plan

IRON GATE

Valparaiso, Indiana

December 10, 2021

CONSULTANTS:





LOCATION MAP

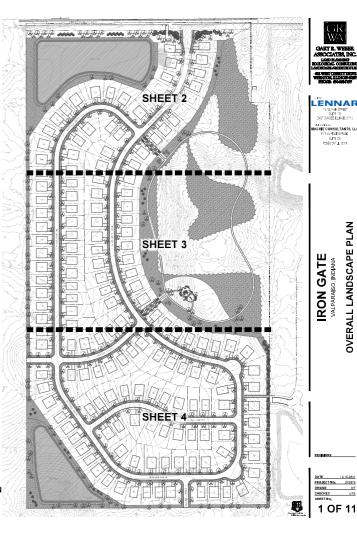
LENNAR

INDEX OF SHEETS

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0	COVER SHEET		
1	OVER ALL LANDSCAPE PLAN		
2	LANDSCAPE PLAN		
3	LANDSCAPE PLAN		
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5	LANDSCAPE DETAILS		
6	LANDSCAPE DETAILS		
7	PARK AMENITY DETAILS		
8	PARK AMENITY DETAILS		
9	MONUMENT DETAILS		
10	LANDSCAPE SPECIFICATIONS		
11	LANDSCAPE SPECIFICATIONS		



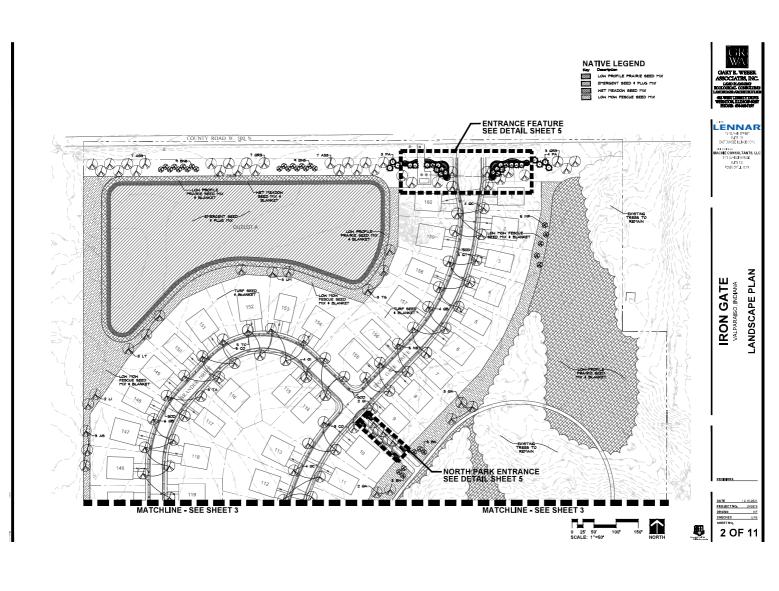


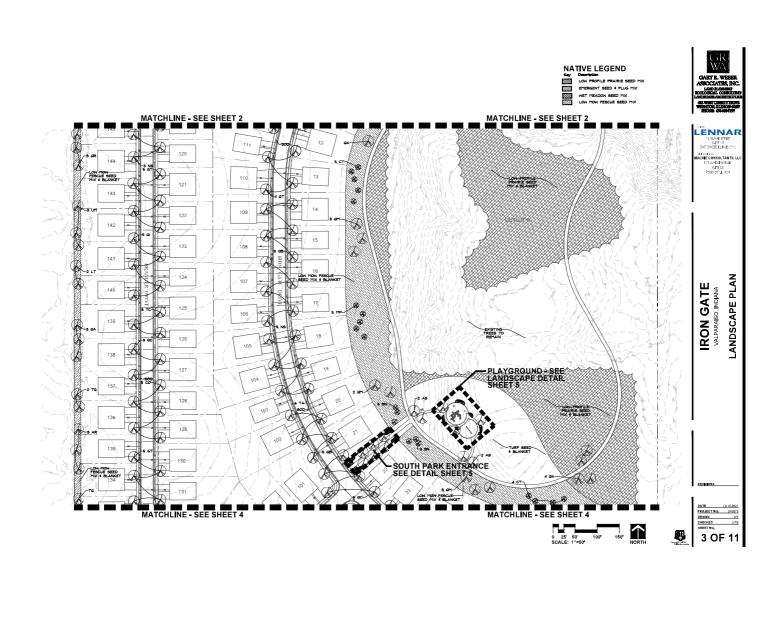


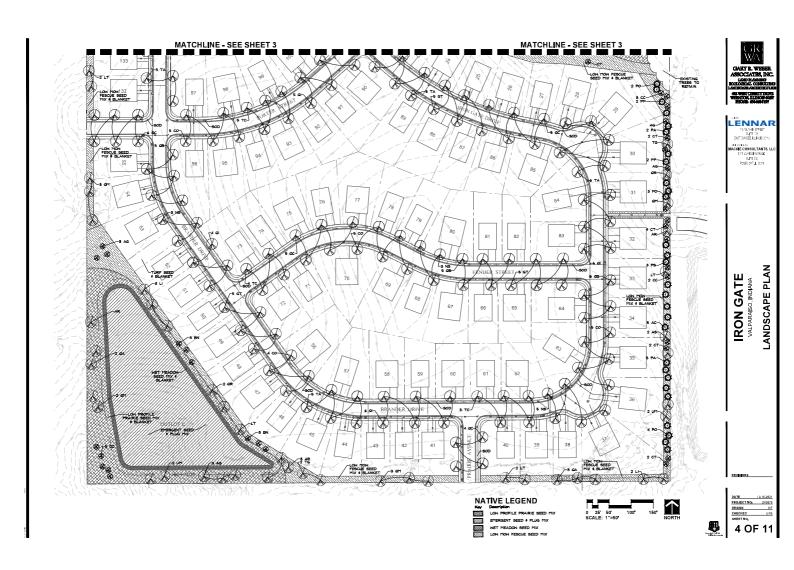
OVERALL LANDSCAPE PLAN

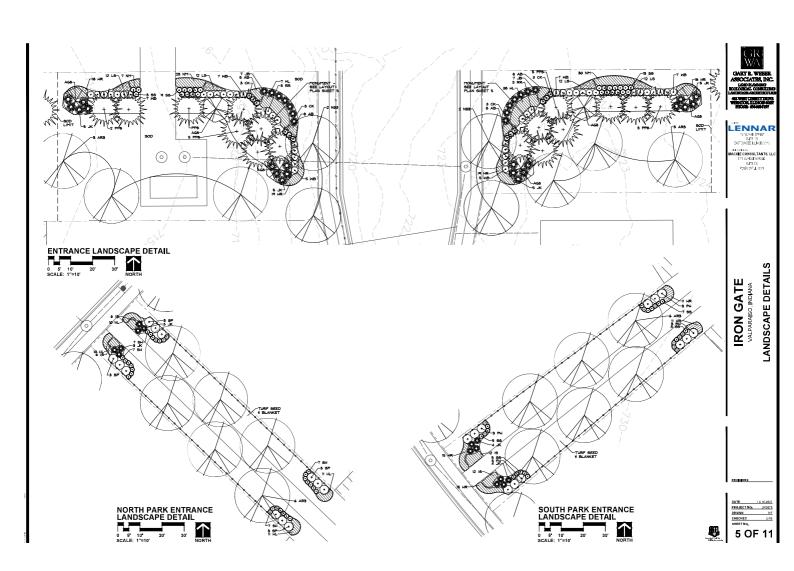
OVERALL LANDSCAPE PLAN

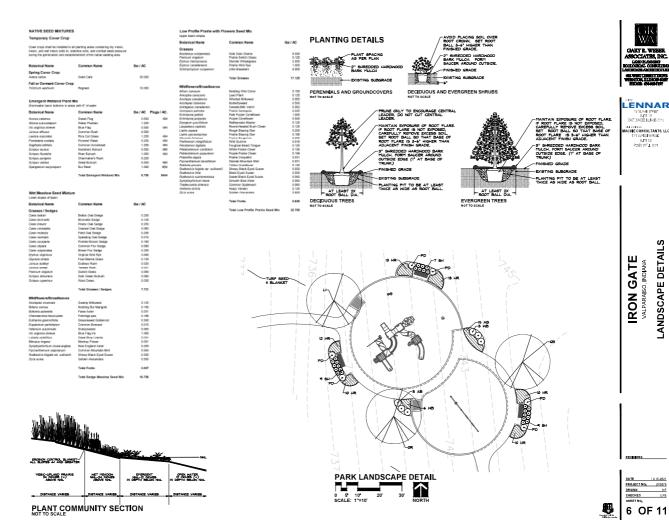
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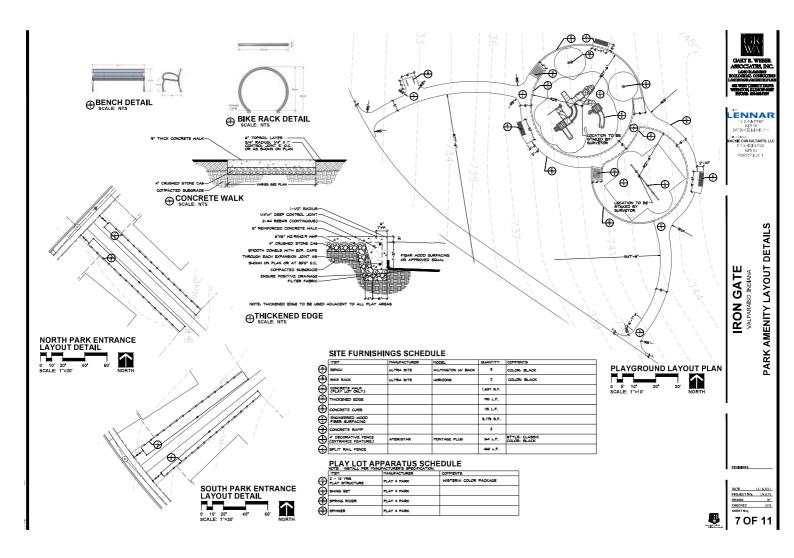


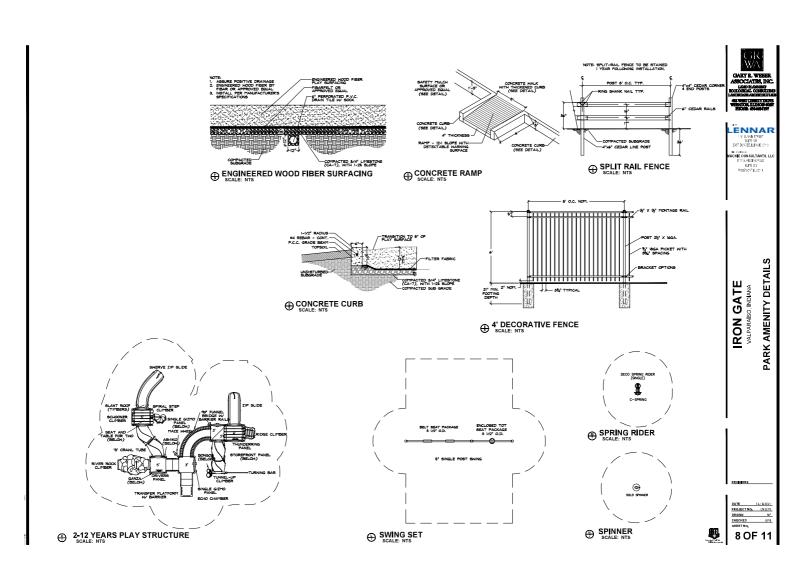


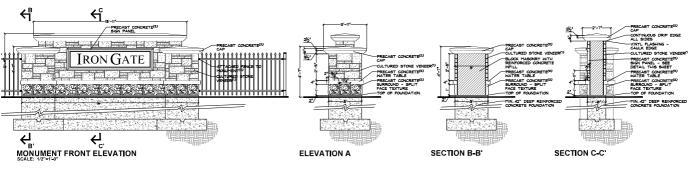




LANDSCAPE DETAILS









1141 E. MAN SIMEE SLITE 138 EAST DUNDEE ILLINGS 25116

100 LOT 160 MONUMENT LAYOUT PLAN

ENTRANCE MONUMENT SPECIFICATIONS

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All official registerates for moiting must be advised to 4 of threes.

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PRE-CAST CONCRETE COLOR: NATURAL SUBMIT SAMPLES TO DEVELOPER FOR

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rer persong merter, select o white sond.
Limes Hydrated, conforming to ASTM-C207, Type 8.
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SIGN PANEL DETAILS

IRON GATE

9 OF 11

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GARY R. WEBER ASSOCIATES, INC

ANDSCAPE SPECIFICATIONS

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e Contractor shall provide and maintain fances, plenking, guard jights, barricades, searring rds as necessary for protection of material storage, ourbs, sidevalks, streets, drives and

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- accognishle cod, a. Each piece of sod shall be well covered with harf grass, shall not be less than two 12) years old, shall be fire the modicus weeds and other objectionable plants, and shall not contain substances injurious to
- grants. All dual used shall comply with state and fedural laws with respect to respection for plant desertes and insect infestion.

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 (i) Post energed in finite with on approximate analysis of 355-5 at a rate of 4 bs. per 1,000 S.F. or similar composition approved by the Landscape Architect.
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- memorial and disposated follogistic designs have an addition as a remarkability of religion in studi. All the Membrand Section 1995 and the Membrand Section
- Landscape Contractor shall more the Jean area as soon as top growth reaches a 5 not height. Cut back to 2 inch height. Not more than 33% of gross leaf shall be retroved at any single moving. The contract shall include a minimum of 3 three) movings. Repeat moving as required to maintain specific height and I banks as to be the latest and included a maintain specific height.
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- a. The period for planting prairie send shall be between April fat and June 15th, or as soon thereatter as the soil is free of host and in weighter condition, and from September 15 to hereby up. Effects dates also adjusted, it shall be the responsibility of the Landscape Contractor to ensure exhibitationant of the teart.
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Landscape Architect.

Do not seed when wind velocity exceeds five (5) miles per hour. Equipment shall be operated in a matter to invite even distribution of seed and scripture according of the entire stee to be seeded.

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Recondition existing furfidamaged by Contractor's operations, including storage of equipment and movement of construction vehicles.

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oristing trees in construction limits as required, at the direction of the Landsc shouts, deed, nothing and damaged knarching. seus urganis debris within construction limits and dispose of legally off size.

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. Others to provide all supplemental watering and proper care and maintenance of all plant materials, seed and sed week (except for native planting sream) after pollutinary acceptance within Landscape. Contractor's water

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After preferency controlled many controlled ma

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The Landscape Contractor shall provide a replacement warranty for all plant material and shall guarantee all work that of any plants in guarantee is a work that of any plants in guarantee is sure that the plants is guaranteed by the understand white and in the constitution by the Landscape white and in the constitution by the Landscape white and in the constitution of the special and shall continue to plants and shall continue to plants.

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The Landscape Gerhacter shall make as many puriotic inspections as necessary, at no write cost to the Owner during the warrenty period to determine what changes, if any, should be made to the Conser's meditestance program. The Landscape Germanter shall submit in writing to the Landscape Architect, any recommended changes.

During the warranty period, should the appearance of any plant die, indicate weakness and in probability of dying, the Landscape Cerebratter shall immediately begin replacement of said plants with new and beathy plants of the same type and size as some as weather conditions permit and within a specified planting perior after not finding in sluid popularization from the Landscape Enchanter states.

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The relations of protection from the factor of the relation of the relation of the relation of the relation from the Landscape Artificial and upon releight of without invoke found in Landscape Contractor.

The written final acceptions of all work following any necessary registerments shall be minist the Landscape Contractor's plant waivering prints.

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es, struits and ever greens streated be poured, trimmed or streated at the appropriate time for codi-cies to maintain the plant's proper form. Methods and timing shall conform to standard hosticultural tices. The initial spring pounting will include:

Section 1. A procedure of the control of the contro

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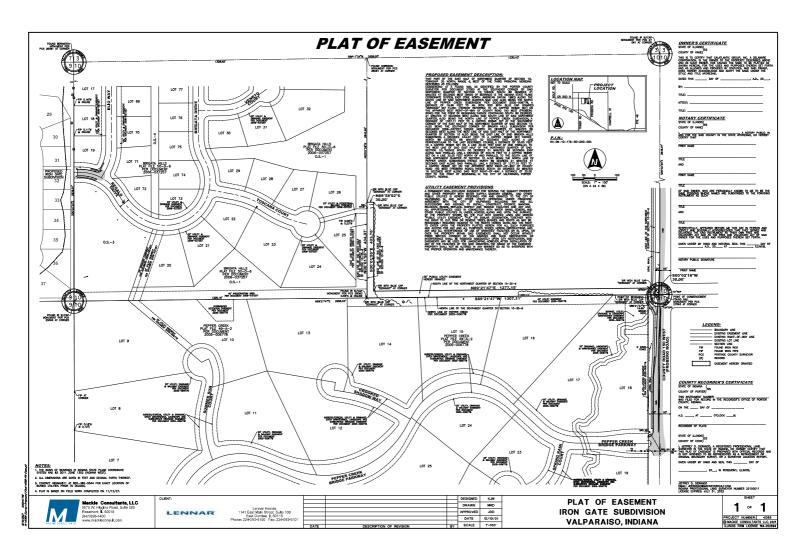
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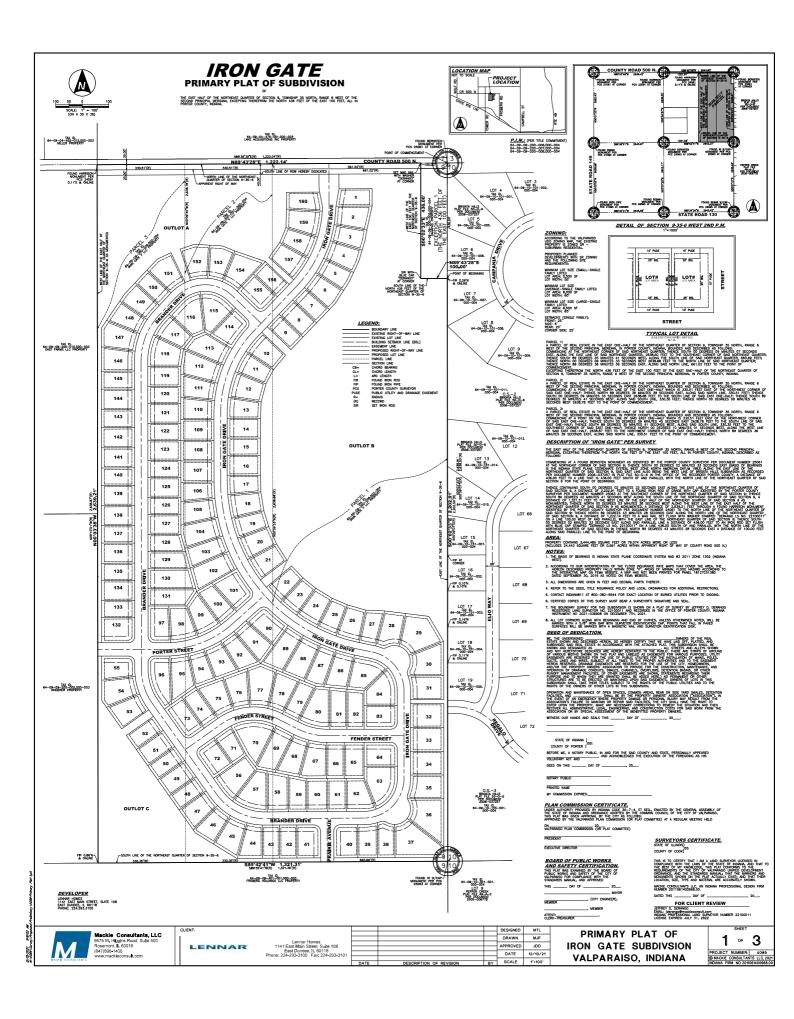
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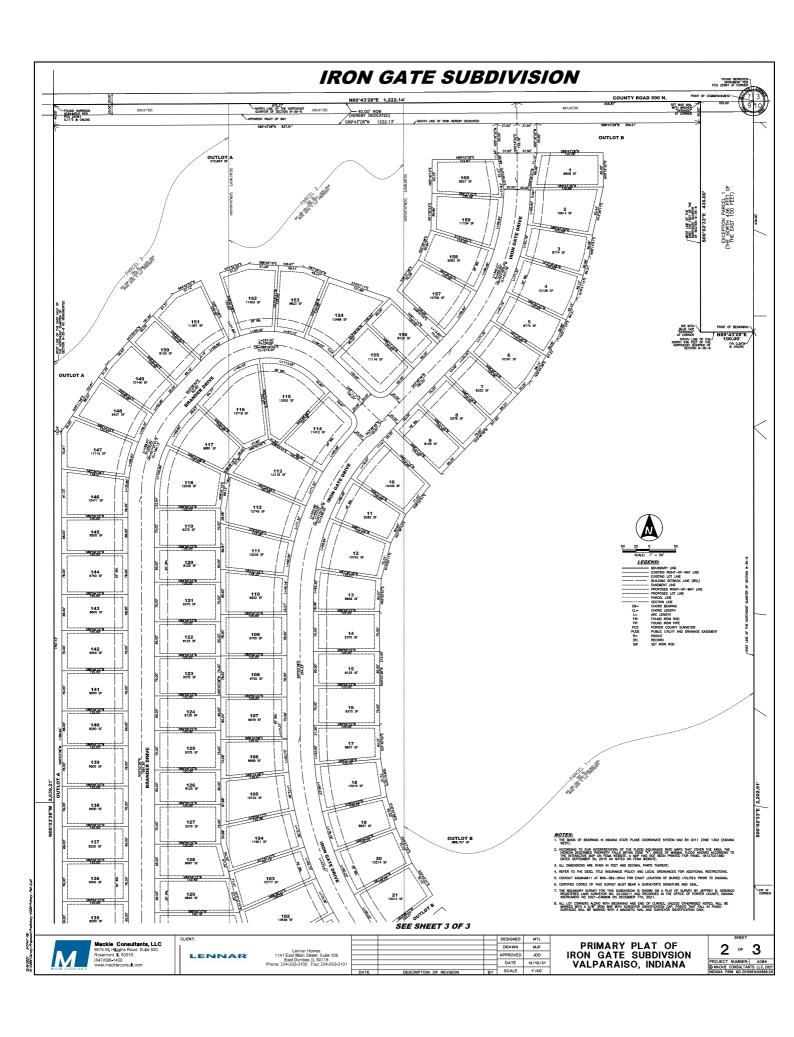
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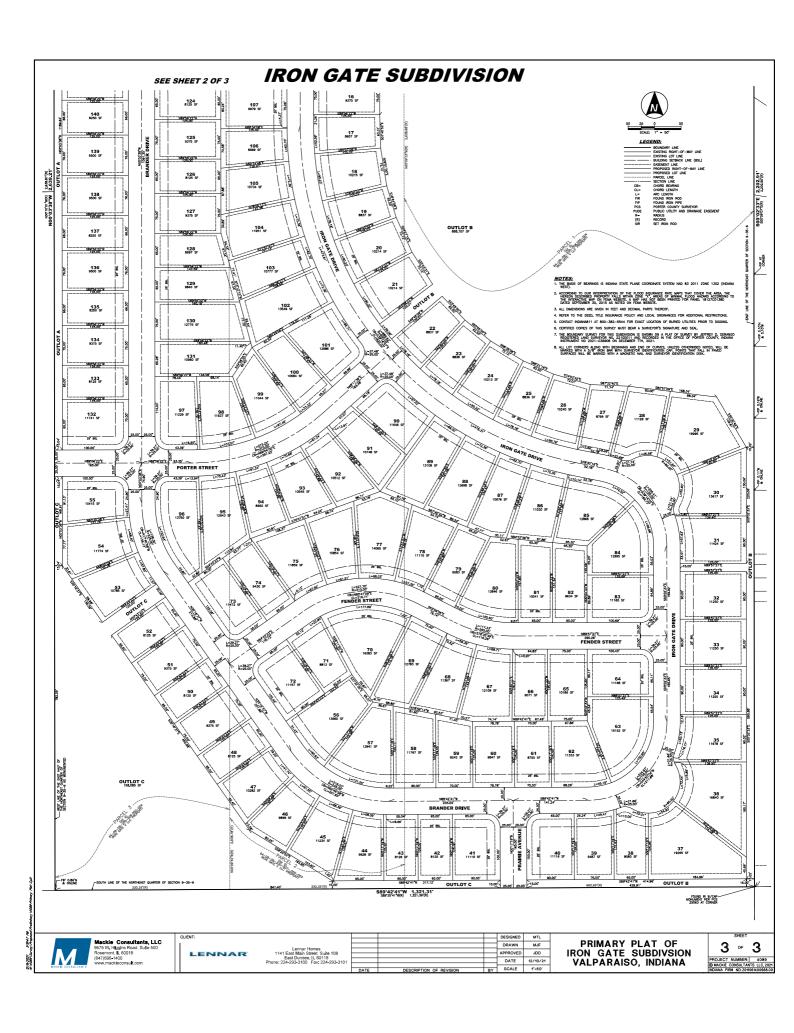
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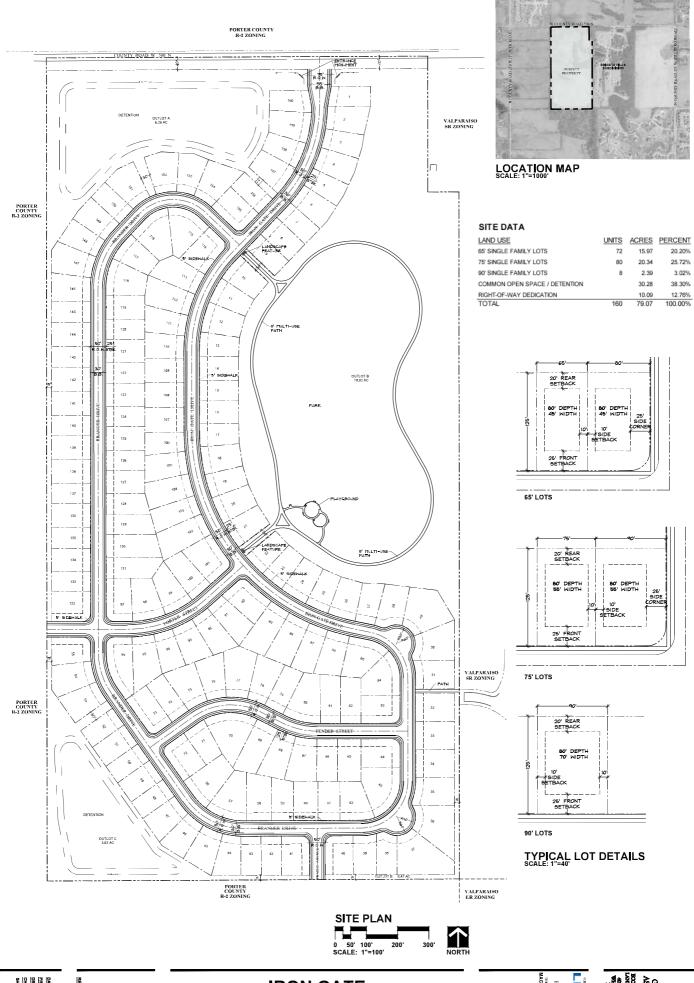
VALPARAISO, INDIANA













IRON GATE

VALPARAISO, INDIANA

SITE PLAN







MIDLAND STANDARD ENGINEERING & TESTING, INC.

410 Nolen Drive, South Elgin, Illinois 60177 (847) 844-1895 f(847) 844-3875

July 1, 2021

Ms. Jessica Cobb **Lennar Corporation** 1141 E. Main Street, Suite 108 East Dundee, Illinois 60118

Re: Draft - Soil Exploration and Analysis
79 Acre Parcel - Iron Gate Development
Valparaiso, Indiana
MSET File No. 21376

Dear Ms. Cobb:

Midland Standard Engineering & Testing, Inc. has completed the field exploration and analysis for the above referenced project.

EXECUTIVE SUMMARY

The project site is located on the south side of W500N approximately ¼ mile east of Tower Road in Valparaiso, Indiana. Plans include developing the land for residential construction consisting of approximately 192 single family home sites.

The soil profile encountered generally consists of a thin layer of topsoil at the surface overlying stiff to very hard clayey till. Loose granular deposits largely comprised of sand with interbedded layers of silt and silty sand were noted across the northeast and southwest corner of the site. The granular deposits are generally unsuitable to support the planned residential construction affecting approximately 64 homesites, per the conceptual drawings provided. The following recommendations were provided in this report.

- 1. Loose sands encountered across the northeast corner of the site (52 lots) should be recompacted below the design footing elevation. Footings would then be constructed on the granular profile designed using a net allowable bearing pressure of 2,000 psf.
- 2. Loose sands and silts across the southwest corner of the site (12 lots) are unsuitable for foundation support. Ground improvements consisting of aggregate columns or deep foundations consisting of driven piles may be considered for foundation support.

INTRODUCTION

Purpose and Scope

The purpose of this exploration and analysis was to determine the various components of the soil, the engineering characteristics of the foundation materials, and to provide criteria for use by the design engineers and architects in preparing the site and foundation design for the residential structures.

The scope of this exploration included a geological reconnaissance of the site, a review of available soil information, subsurface exploration, soil testing, and an engineering analysis and evaluation of the materials encountered.

General

The exploration and analysis of the foundation and subsurface conditions reported herein are considered in sufficient detail and scope to a form a reasonable basis for design. This report has been prepared for the exclusive use and specific application to the proposed project.

The recommendations submitted are based on the available soil information, standard residential construction, and available site location information. Any revision in the plans for the proposed structures from those enumerated in this report should be brought to the attention of the Soils Engineer to determine if changes in the recommendations are required. Any deviations from the noted subsurface conditions that are encountered during construction should also be brought to the attention of the Soil Engineer.

The Soils Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology. No other warranties are implied or expressed.

PROJECT LOCATION AND DESCRIPTION

Project Location and Description

The project site is located on the south side of W500N approximately ¼ mile east of Tower Road in Valparaiso, Indiana. Plans include developing the land for residential construction consisting of approximately 192 single family home sites.

The topography of the site generally slopes for the southeast corner (elevation $734-736\pm$) down to the northwest corner (elevation $710-717\pm$). Larger hills, possibly dunes, are located in the northeast and southwest corner of the site and sit at higher elevations of $748-753\pm$.

Soil Conservation Survey

Available soil mapping of the project site indicates that the predominant soil types include the Blount Silt Loam (BaA) and the Ozuakee Silt Loam (OzaB2). These soils are generally comprised of a thin layer of loess or other silty material overlying clayey till. Towards the northeast and southwest corners of the site, Tracy Sandy Loam (TcB, TcC, TcD) and Chelsea Fine Sand (ChC) are present. These soils are generally comprised of sandy outwash and fine wind-blown sands.

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FIELD EXPLORATION

General

Our exploration program consisted of making twenty-nine (29) structure borings to depths of fifteen (15) to thirty (30) feet below the ground surface, labeled B-1 through B-27 and B-101 and B-102. An MSET field crew staked the boring locations at the site. Ground surface elevations were measured in the field using a Trimble® Catalyst GNSS receiver.

Drilling Equipment

The soil borings were drilled using a track mounted Geoprobe® 7822DT and truck mounted Geoprobe® 3100GT drill rig equipped with a rotary head. Hollow stem augers were used to advance the boreholes.

Sampling and Standard Penetration Test Procedures

Representative samples were obtained by the use of split-spoon sampling procedures in accordance with A.S.T.M. Procedure D-1586.

During the split-spoon sampling procedures, a standard penetration test was performed in accordance with current A.S.T.M. D-1586 Procedures. At sampling intervals, advancement of the boring was stopped and all loose material removed from the borehole. The sampler was then lowered into the hole and seated in undisturbed soil by pushing or tapping, taking suitable precautions that the rods were reasonably tight. The sampling spoon was then advanced by driving with an automatic drop hammer. During the sampling procedure, the standard penetration value (N) of the soil was determined. The standard penetration value (N) is defined as the number of blows of a one hundred-forty pound (140 lb) hammer required to advance the spoon sampler one foot (12") into the soil.

The results of the standard penetration tests indicate the relative density and comparative consistency of the soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The results of standard penetration tests can be found on the boring logs, which are attached.

Strength Tests

A calibrated hand penetrometer was used to aid in determining the strength and consistency of cohesive soil samples (Qp) in the field. Split-spoon samples were subjected to unconfined compressive strength testing (Qu) by the RIMAC Method. Consideration must be given to the manner in which the values of the unconfined compressive strength were obtained. Split-spoon sampling techniques provide a representative, but somewhat disturbed soil sample.

Water Level Measurements

Water level observations were made during and after the boring operations and are noted on the boring logs presented herewith. In relatively pervious soils, such a sandy soils, the indicated elevations are considered reliable groundwater levels. In relatively impervious soils, the accurate determination of the groundwater elevation may not be possible, even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

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LABORATORY TESTING

Scope

A supplemental laboratory-testing program was conducted to ascertain additional pertinent engineering characteristics of the foundation materials necessary in analyzing the behavior of the proposed construction. The soils laboratory work was performed in accordance with applicable ASTM standards. The laboratory-testing program included supplementary visual classification, unconfined compressive strength on cohesive samples and moisture contents on all samples. The results of laboratory testing are reported on the boring logs that are attached.

SUBSURFACE CONDITIONS

Topsoil Conditions

Topsoil measurements were made at each boring location and are listed on the attached Boring Logs and Geotechnical Summary. TOPSOIL encountered at the boring locations consist of dark brown and black CLAY extending to depths of 0 to 14 inches (average 8 inches).

In most cases the bottom of the topsoil layer is a very gradual transition into the underlying soils. This change in layers can be even more difficult to distinguish in farm fields where season surface plowing takes place. It is strongly recommended that mass earthwork contractors perform additional test pits or borings to accurately estimate topsoil quantities for bid purposes.

Soil Profile

Below the upper topsoil layer, the natural profile encountered brown over grey Lean CLAY with Sand (CL). The clay till was stiff to very hard in consistency with unconfined compressive strengths (Qu) of 1.44 to 10.51 tons per square foot and moisture contents of 13 to 25 percent.

Borings B-6, B-7, B-10, B-11, B-14, B-15 and B-19, located across the northeast corner of the site, encountered granular profile soils comprised of layers of brown SAND with Silt (SP-SM) to Silty SAND (SM). The granular soils were very loose to medium dense with standard penetration values (N) of 1 to 14 blows per foot and moisture contents of 3 to 26 percent. Deeper borings B-101 and B-102 encountered medium dense SAND (SP) to Silty SAND (SM) at a depth of 38 feet with standard penetration values (N) of 21 to 22 blows per foot.

Borings B-20 and B-24, located at the southwest corner of site, encountered a thin layer of clay near to surface to a depth of 2 to 3-1/2 feet overlying granular profile soils consisting of brown SAND with Silt (SP-SM) to Silty SAND (SM) with interbedded layers of SILT and Sandy SILT (ML). The granular profile was very loose to slightly dense with standard penetration values (N) of 0 to 8 blows per foot and moisture contents of 10 to 41 percent. Details of the soil conditions at each boring location are presented on the attached Boring Logs.

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Groundwater Conditions

Groundwater measurements were made during and immediately after the drilling operations. Groundwater was encountered at the following borings at the depths below:

	GW During Drilling	GW After Drilling	
<u>Boring No.</u>	<u>Depth (Elevation)</u>	<u>Depth (Elevation)</u>	<u>Cave-In Depth</u>
B-1	None	Dry	
B-2	None	Dry	
B-3	None	12.0' (719.3)	12.1'
B-4	None	Dry	
B-5	None	Dry	
B-6	11.0' (709.4)	Dry	12.3'
B-7	None	Dry	
B-8	3.0' (710.0)	Dry	11.0'
B - 9	None	Dry	
B-10	None	Dry	
B-11	None	Dry	
B-12	None	Dry	
B-13	None	Dry	
B-14	None	Dry	
B-15	None	Dry	
B-16	None	Dry	
B-17	None	Dry	
B-18	None	Dry	
B-19	None	Dry	
B-20	11.0' (711.7)	16.5' (706.2)	16.9'
B-21	None	Dry	
B-22	None	Dry	
B-23	None	Dry	
B-24	None	Dry	
B-25	None	Dry	
B-26	None	Dry	·
B-27	None	Dry	
B-101	23.5' (713.5)	Dry	16.6'
B-102	43.5' (709.5)	Dry	27 . 2′

Groundwater was generally not encountered at the boring locations during or immediately after drilling was complete. At borings B-6, B-8, B-20, B-101 and B-102, groundwater was encountered in the granular profile at a depth of 3.0 to 43.5 feet below existing grade at an elevation of 709.4 to 713.5 (average elevation 711 \pm). Details of the groundwater conditions encountered at each boring location are presented on the attached Boring Logs and Geotechnical Summary.

SITE PREPARATION DISCUSSION

Existing Field Drain Tiles

Existing field drains can be expected and may cause considerable problems during construction. It is recommended that a field drain tile survey be acquired prior to the start of mass grading to help identify problem areas. A comprehensive plan to maintain site drainage during development is recommended. All subsurface drains encountered during work should be connected to the permanent storm drainage system as soon as practical to prevent saturation of subgrade soils and pavement base courses.

General Subgrade Preparation

The overall preparation of the site will include the following major steps: stripping of the surface vegetation and topsoil layer, inspection of the exposed subgrade, treatment and undercut of soft unstable material, place and compaction of lifts of Structural/Embankment FILL to grade, installation of site utilities, subgrade prep and paving site roadways, excavation of building foundations, construction of structure, landscaping and final surface course pavements.

After removal of surface vegetation and topsoil layer, subgrade grade preparation can begin. The exposed grade should be roughly leveled and compacted. Once compacted, the grade should be proof rolled and examined for soft, loose or unstable areas. Proof rolling should be done with a loaded semi-dump truck, rubber tired end loader or similar equipment with a wheel load sufficient to locate any soft or unstable areas. Any localized areas of unstable or otherwise unsuitable materials that are not stabilized with compaction should be removed to the depth encountered or treated with a stabilizing layer on which FILL or base course can be constructed.

Subgrade Stability

Subgrade soils encountered directly below the topsoil include stiff to hard clays suitable for fill placement. Loose sand and silt are noted through the northeast and southwest corners of the site and are discussed later in this report.

Structural/Embankment Fill

Material used as FILL during mass grading should be a cohesive (clay type) material, classified as 'CL' or 'CL-ML', or granular materials such as 'SP', 'SW', 'GP', 'GW', 'SC' or 'GC' in accordance with ASTM D-2487, Classification of Soils for Engineering Purposes.

Structural FILL is utilized in the building pad areas and should be placed in 9-inch maximum lifts loose measure and compacted to 95 percent of the maximum dry density as defined by ASTM D-1557 (Modified Proctor).

Embankment FILL is utilized beneath the pavement materials, concrete curb and gutter and sidewalk areas. Embankment FILL should be placed in 9-inch maximum lifts loose measure and compacted to 95 percent of the maximum dry density as defined by ASTM D-698 (Standard Proctor).

Borrow Materials

Borrow materials are primarily anticipated to come from cut areas. Borrow soils are anticipated to be wet, with moisture contents several percent over optimum required for compaction. Drying of the materials may be required in order to achieve the desired compaction.

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ROADWAY DISCUSSION

Pavement Design Parameters

The pavement design should consider the strength of the subgrade soil, the number or frequency of vehicles and their axle load, the increase of traffic over the design life of pavement and the strength and thickness or various pavement section materials. The AASHTO Design Method is commonly used to determine pavement section thickness. The results of these designs are subject to minimum standards provided by the local plan review agency.

Materials used for the pavement section should be in accordance with current Indiana Department of Transportation (INDOT) and local requirements. A design bearing ratio, **CBR of 3.0**, is appropriate for pavement section analysis for the subgrade soils prepared as recommended in this report.

Subgrade Preparation

All completed pavement subgrades should be proof rolled and inspected after being exposed to construction traffic and just prior to base course placement. Soft unstable subgrade areas should be addressed using the following treatment method.

- 1. <u>Drying the Subgrade Soil</u> This method would include disking the subgrade soils and allowing it to dry. After drying, the subgrade soils would be compacted and regraded. This method can be effective if done during warmer months and the weather forecasts indicate dry weather for extended periods of time.
- 2. Remove and Replace This method would include removing the unstable soil and replacing with stabilizing stone such as an open graded crushed stone, 3-inch max size or as approved by the engineer. Treatment depths are determined in the field by the soils engineer based on the Immediate Bearing Value (IBV) of the soil at the time of inspection. Geotechnical fabric is considered for softer subgrades, particularly when lower strengths (Qu<1.0 tsf, IBV<3) and higher moisture contents are encountered for additional stability and to provide a moisture barrier to prevent contamination of the granular fills. This method is appropriate when isolated areas of unstable soils are encountered, less than 40 percent of the alignment.
- 3. <u>Chemical Stabilization</u> This method would consist of using a chemical stabilizer such as a Portland Cement or Lime Kiln Dust (LKD) product to increase the strength and stability of the alignment. The process would include spreading the chemical stabilizer at a design application rate across the subgrade. A reclaimer would then be used to mix the subgrade. Water would be added when required for mixing. The subgrade would then be compacted with a padfoot roller and graded with a motor grader. This method has been found to be effective and economical when a large amount of the alignment requires treatment.

Due to the soil profile encountered at the boring locations, some detrimental effects from repeated construction traffic should be expected particularly if weather conditions are not warm and dry.

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FOUNDATION RECOMMENDATIONS

Building Considerations

Construction is anticipated to include single family homes and will include a combination of slab on grade, basement and crawl space construction. At the time of this exploration site grading plans were not available and top of foundation (T/F) elevations are unknown.

Footing Recommendations

Materials encountered at the boring locations are suitable to support the proposed residential structures on conventional wall and spread column footings supported on properly prepared Structural FILL and natural profile soils. A net allowable soil bearing pressure of **2,000 and 3,000 pounds per square foot** may be used to dimension continuous and spread footings founded at the recommended depths, provided on the attached Geotechnical Summary.

Exterior footings should be located at a <u>minimum</u> depth of 3-1/2 feet below final exterior grade to eliminate the effects of frost action and alleviate the effects of seasonal moisture variation on foundation system behavior.

A minimum continuous footing width of 16 inches and minimum spread footing width of 24 inches should be maintained. The footings can be constructed on a properly prepared Granular Structural FILL or approved natural bearing material. If unsuitable bearing materials are encountered at or near the design footing elevation, the footing can be constructed by "stepping" down to suitable bearing material or by constructing the footing at the design elevation on compacted <u>Granular Structural FILL</u>.

The footing excavations should be free of standing water, soft and loose materials, and inspected prior to concrete placement. All footings should be backfilled in a timely manner to prevent accumulation of water and debris in the excavation. Footings founded in the properly prepared, approved profile soils and dimensioned using the suggested bearing pressures at the recommended foundation depths will undergo negligible settlement.

Granular Structural FILL

Materials utilized, as Granular Structural Fill should be a crushed stone or concrete product. Well-graded materials should be placed in lifts not to exceed nine (9) inches loose measure and compacted to a minimum 95% of maximum dry density as defined by ASTM D1557. Open graded materials shall be placed in lifts not to exceed twelve (12) inches loose measure and compacted to the satisfaction of the geotechnical engineer.

Basement Considerations

Prior to placing backfill, basement walls should be coated with a damp proofing or water proofing material, where appropriate. A perforated drainpipe should be provided at the base of each perimeter basement wall to remove the accumulation of groundwater. The perforated drain should be surrounded with a properly graded, granular filter layer and directed to a sump equipped with a discharge pump.

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Foundation Remediation

Borings B-6, B-7, B-10, B-11, B-14, B-15, B-19, B-101 and B-102 are located across the northeast corner of the site spanning approximately <u>52 lots</u>. The soil profile consists of brown SAND with Silt (SP-SM) to Silty SAND (SM) noted for the entire boring depths of 15 to 45 feet below existing ground surface elevation. Granular deposits are generally very loose to slightly dense (N=1-14 bpf). The granular deposits generally become denser with depth. Surficial soil mapping indicates these soils are comprised of loamy outwash. Anticipated remediation across these lots include:

1. Recompaction of the loose soils below the design footing elevation.

(and)

2. Design footings using a reduced net allowable bearing pressure of 2,000 psf.

Borings B-20 and B-24 are located across the southwest corner of the site spanning approximately **12 lots**. The soil profile consists of brown Sandy Lean CLAY (CL) to a depth of 2 to 3-1/2 feet overlying very loose to slightly dense Silty SAND (SM) to SAND with Silt (SP-SM) and interbedded layers of SILT to Sandy SILT (ML). Granular deposits are generally slightly dense (N=4-8bpf) in the upper 10 feet becoming very loose (N=0-3 bpf) to depths exceeding 30 feet. Surficial soil mapping indicates these soils are consistent with wind-blown deposits. Anticipated remediation across these lots:

1. Implement a <u>Ground Improvement</u> program utilizing Rammed Aggregate Pier/Vibro Stone Columns.

(or)

2. Support structures on a <u>Deep Foundation System</u> such as driven piles through the loose sands and into the underlying bearing soils.

In general, the borings performed at the site are not sufficient to design a ground improvement or deep foundation program. Additional borings may be necessary through this area to extend into suitable bearing materials.

Ground Improvement

Ground improvements comprised of Rammed Aggregate Piers/Vibro Stone Columns may be considered to support the planned structures across the loose sands and silts located across the southwest corner of the site. The aggregate columns are a displaced vertical shaft, backfilled with aggregate that is vibro-compacted in lifts to create outward pressure and consolidation of the adjacent weak soil. The ground improvement program is designed by a specialty geotechnical contractor considering the design building loads and settlement criteria. A conventional foundation system utilizing continuous wall and spread column footings would then be designed across the piers. The floor slab would be supported across the piers utilizing a load transfer pad in order to span the load from pier to pier.

Deep Foundation

A deep foundation system comprised of <u>Driven Piles</u> may be considered to support the planned structures through the upper soil profile and into the suitable bearing soils. The foundation system should be designed by a licensed Structural Engineer, who would determine the necessary spacing of the driven piles along a reinforced foundation wall or grade beam. The actual length of the piles would be determined in the field based on measured resistance as the pile is advanced.

GENERAL NOTES

Utility Installation and Excavation Safety

Shallow depth excavations into the silty profile soils will <u>not</u> stay vertical for any period of time. Please note that OSHA requirements dictate the use of sloping back or shoring and bracing of the excavation during construction. All work should be done in accordance with OSHA and local requirements.

Unsuitable materials exposed at design invert elevation should be undercut and replaced with select granular Structural FILL material. The material should be placed and compacted as described in **Utility Trench Backfill**.

Utility Trench Backfill

The trenches for all sewer and water pipes should be backfilled in accordance with the requirements of the project specifications. First, the pipes should be bedded in the specified bedding material. All trenches within the building and pavement areas should be backfilled and compacted to a minimum 95% of the maximum dry density as defined by ASTM D-1557. Outside the limits of the building and pavement areas, compaction to 90% of ASTM D-1557 will be satisfactory.

Controlled backfilling should be accomplished by placing the backfill materials in lifts not exceeding 9" loose measure and compacting the material with the appropriate equipment. Where imported granular soils are used for backfill, these should be adjusted to the correct moisture content for compaction, then placed in a controlled manner. Jetting, inundation, or flooding is not considered an appropriate or effective method of compaction for granular trench backfill on this site. The specifications should prohibit the use of these methods.

Surface and Ground Water Control

Excavations at the site are generally not anticipated to encounter ground water. However, the contractor should be prepared to control water that enters the excavation with a system of sumps and pumps as needed.

This report is based on the information available at this time. Additional information including site grades and building details should be provided for our review to assess impact to our recommendations. If you have any questions regarding this report, please feel free to call.

Sincerely,

MIDLAND STANDARD ENGINEERING & TESTING, INC.

Michael H. Prigge, I

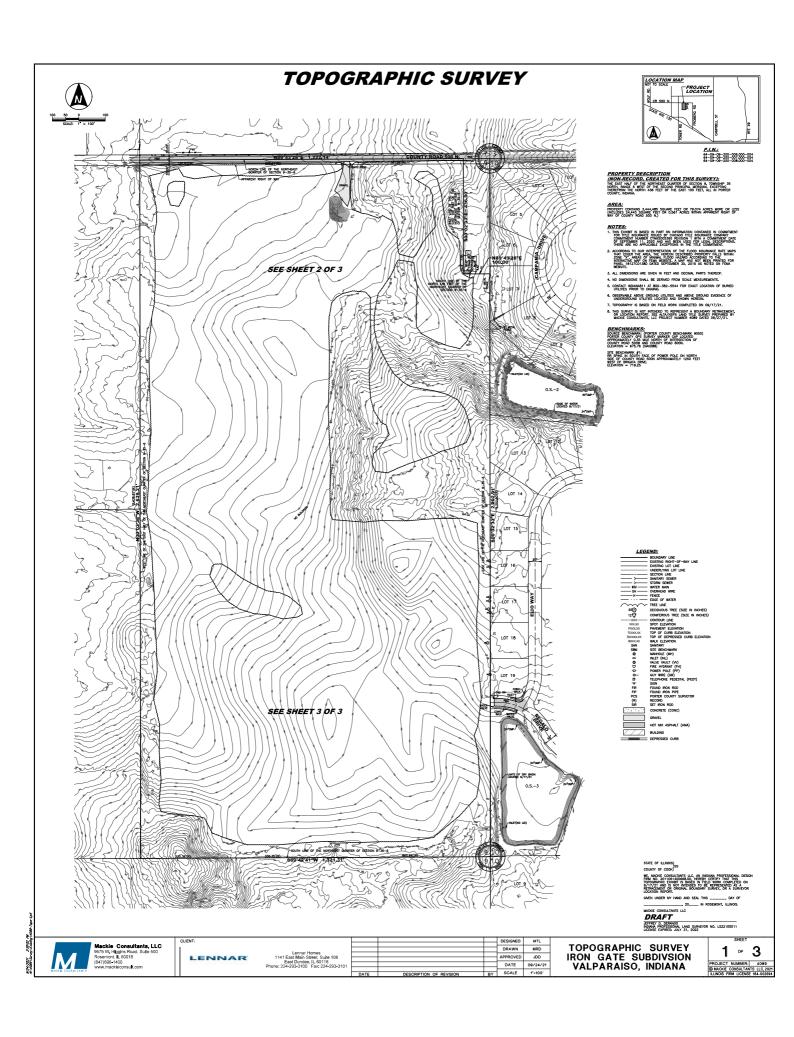
Project Engineer

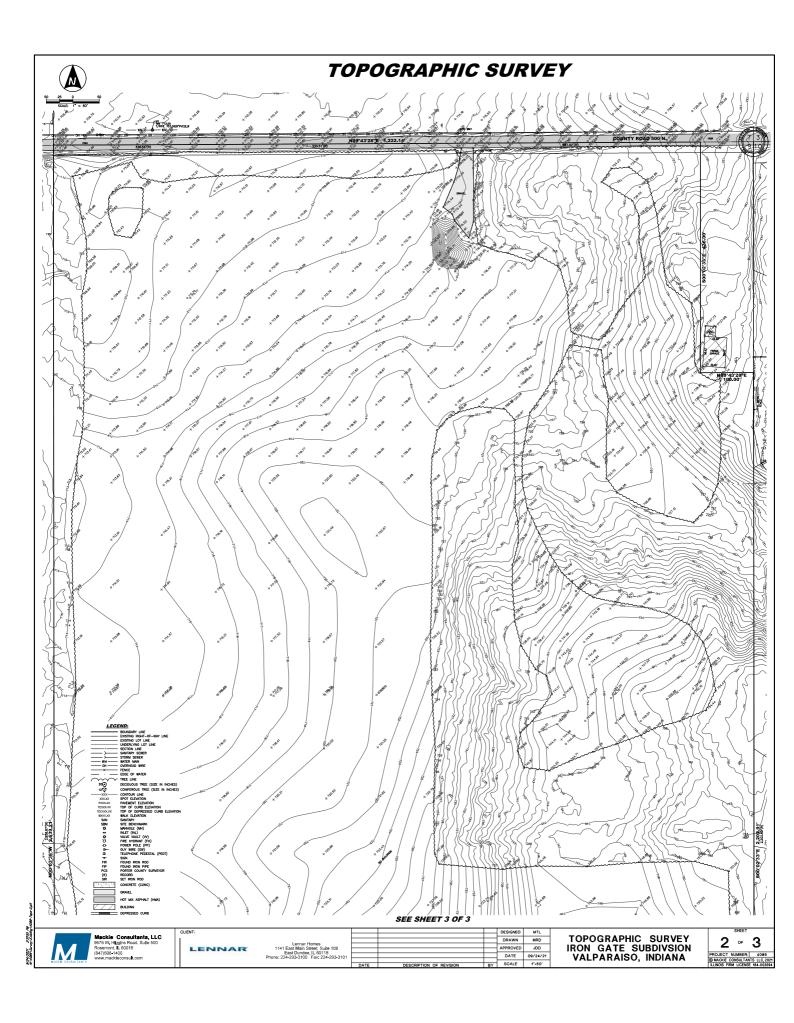
Attachments: Geotechnical Summary

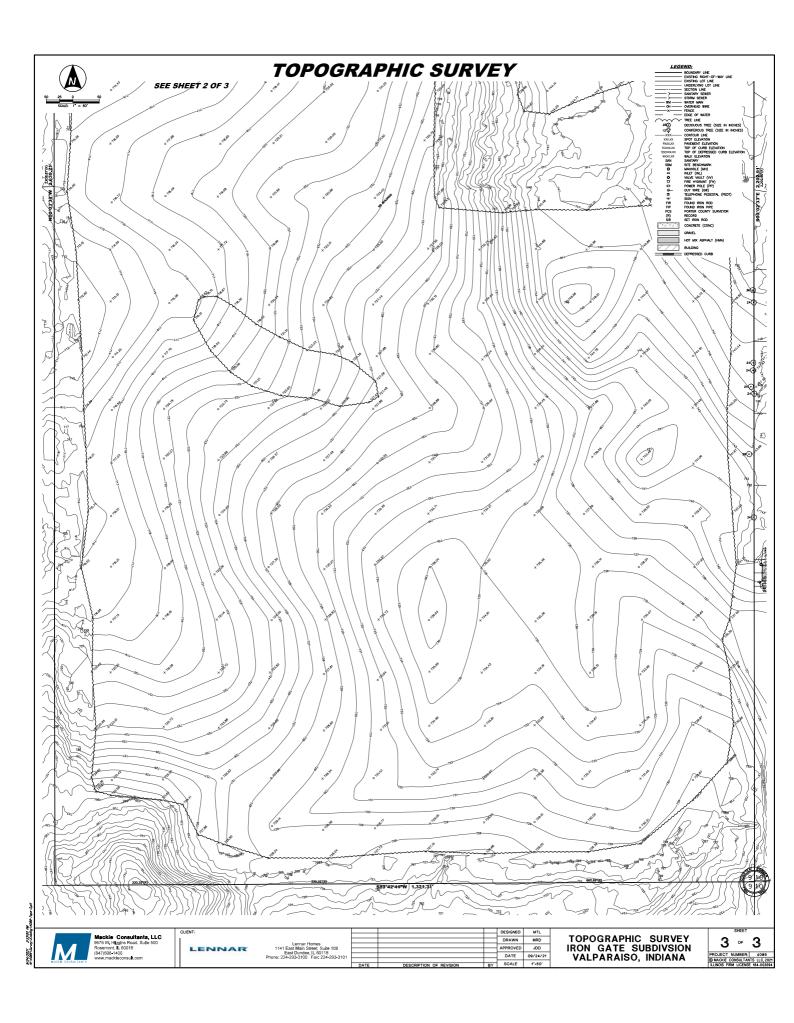
Boring Location Map Boring Coordinates

Boring Logs (B-1 through B-32)

General Notes







Traffic Impact Study Proposed Residential Development

Valparaiso, Indiana



Prepared For:

LENNAR[®]



December 7, 2021

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located in Valparaiso, Illinois. The site, which is currently vacant, is located on the south side of County Road West 500 North just west of Brigata Drive in Valparaiso, Indiana. As proposed, the site will be developed with 160 single-family homes. Access to the development will be provided off County Road West 500 North and via two future cross-access connections.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development.

Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

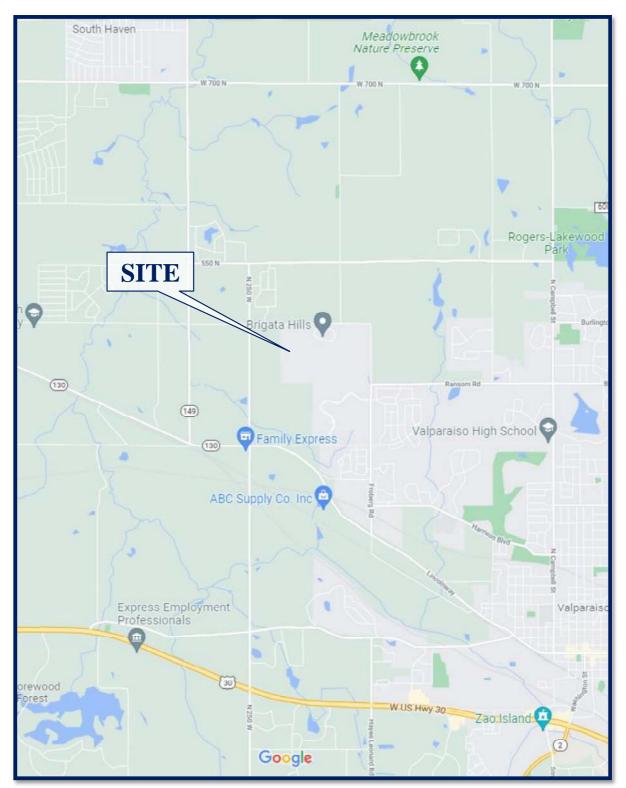
The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and weekday evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

Traffic capacity analyses were conducted for the weekday morning and weekday evening peak hours for the following conditions:

- 1. Existing Conditions Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
- 2. Future Conditions Analyzes the projected traffic volumes which includes the existing traffic volumes increased by an ambient area growth factor (growth not attributable to any particular development) and the traffic estimated to be generated by the proposed subject development.





Site Location Figure 1





Aerial View of Site Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site, which is currently vacant, is located on the south side of County Road West 500 North just west of Brigata Drive and approximately 2,000 feet east of Tower Road (County Road N250W). Land uses in the vicinity of the site are primarily residential in all directions. The Brigata Hills residential development is located directly east of the subject site and the Hampton Manor residential development is located just northwest of the site.

Existing Roadway System Characteristics

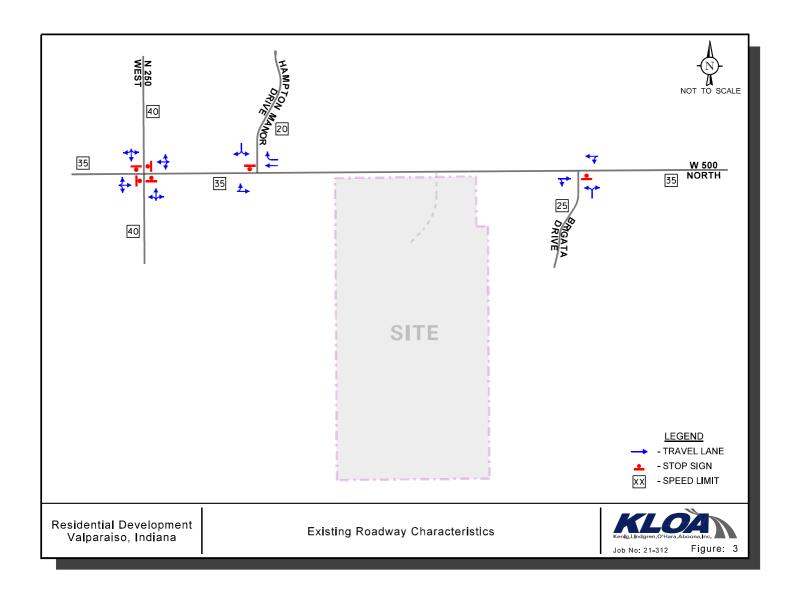
The characteristics of the existing roadways near the development are described below. **Figure 3** illustrates the existing roadway characteristics.

County Road West 500 North is an east-west, local roadway that in the vicinity of the site provides one travel lane in each direction. At its all-way stop sign controlled intersection with County Road North 250 West, County Road West 500 North provides a shared left-turn/through/right-turn lane on the eastbound and westbound approaches. At its unsignalized intersection with Hampton Manor Drive, County Road West 500 North provides a shared left-turn/through lane on the eastbound approach and a through lane and an exclusive right-turn lane on the westbound approach. At its unsignalized intersection with Brigata Drive, County Road West 500 North provides a shared through/right-turn lane on the eastbound approach and a shared left-turn/through lane on the westbound approach. County Road West 500 North is under the jurisdiction of Porter County and has a posted speed limit of 35 miles per hour.

County Road North 250 West (Tower Road) is a north-south, local roadway that in the vicinity of the site provides one travel lane in each direction. At its all-way stop sign controlled intersection with County Road West 500 North, County Road North 500 West provides a shared left-turn/through/right-turn lane on the northbound and southbound approaches. County Road North 250 West is under the jurisdiction of Porter County and has a posted speed limit of 40 miles per hour.

Brigata Drive is a north-south, local roadway that serves the Brigata Hills residential development. At its unsignalized intersection with County Road West 500 North, Brigata Drive provides a shared left-turn/right-turn lane that is under stop sign control. Brigata Drive is under the jurisdiction of the City of Valparaiso and has a posted speed limit of 25 miles per hour.





Hampton Manor Drive is a north-south, local roadway that serves the Hampton Manor residential development. At its unsignalized intersection with County Road West 500 North, Hampton Manor Drive provides a shared left-turn/right-turn lane that is under stop sign control. Hampton Manor Drive is under the jurisdiction of Porter County and has a posted speed limit of 20 miles per hour.

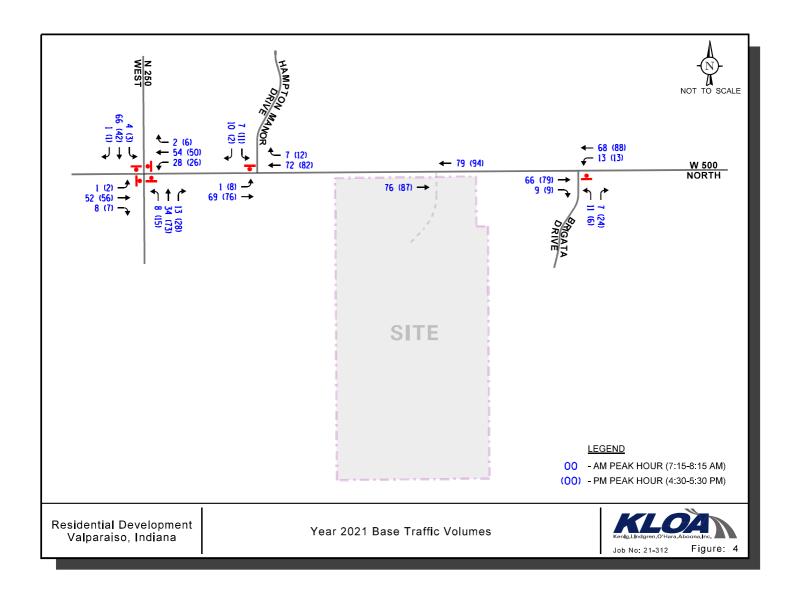
Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. performed peak period traffic counts on Tuesday, November 2, 2021, at the following intersections:

- County Road West 500 North with Brigata Drive
- County Road West 500 North with Hampton Manor Drive
- County Road West 500 North with County Road North 250 West

The traffic counts were performed during the weekday morning (6:00 A.M. to 9:00 A.M.) and weekday evening (3:30 P.M. to 6:30 P.M.) peak periods. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:15 A.M. to 8:15 A.M. and the weekday evening peak hour of traffic occurs from 4:30 P.M. to 5:30 P.M. Copies of the traffic count summary sheets are included in the Appendix. **Figure 4** illustrates the Year 2021 base traffic volumes.





3. Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Development Plan

As proposed, the plans call for developing the site with 160 single-family homes. Access to the development will be provided via a full movement access roadway on County Road West 500 North located approximately 1,200 feet west of Brigata Drive and 1,450 feet east of Hampton Manor Drive. This access roadway will provide one lane in each direction and will provide a shared left-turn/right-turn lane at its intersection with County Road West 500 North. Turning movements from the access roadway onto County Road West 500 North should be under stop sign control. Additional access to the development will be provided via two future cross access connections serving the future development of the parcels west and south of the site.

Directional Distribution

The directions from which residents of the proposed development will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the development-generated traffic.

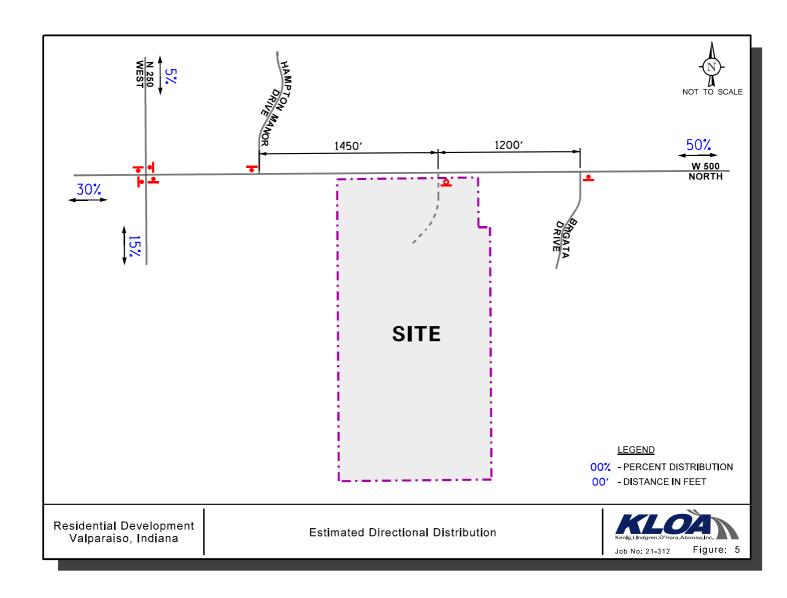
Estimated Site Traffic Generation

The volume of traffic generated by the proposed development was estimated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. The "Single-Family Detached Housing" (Land-Use Code 210) was utilized for the single-family home lots. **Table 1** illustrates the weekday morning and evening peak hour and daily traffic estimated to be generated by the proposed development.

Table 1
ESTIMATED SITE-GENERATED TRAFFIC VOLUMES

ITE Land	Land		Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Two-Way		
Use Code	Type/Size	In	Out	Total	In	Out	Total	In	Out	Total	
210	Single-Family Housing (160 units)	29	85	114	97	58	155	778	778	1,556	





4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

Development Traffic Assignment

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The total new traffic assignment for the residential development is illustrated in **Figure 6**.

Background Traffic Conditions

The Year 2021 base volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). For the purposes of this evaluation, it was assumed that the area traffic volumes will increase by 2.5 percent over the next ten years to project Year 2031 no-build conditions. A higher yearly growth rate was assumed to account for any decrease in area traffic that may have resulted in the ongoing COVID pandemic.

In addition, the background traffic volumes include the traffic projected to be generated by the approximate 40 single family residential lots that are currently undeveloped/unoccupied within the Brigata Hills residential development. The traffic to be generated by these homes was estimated based on the ITE *Trip Generation Manual* 11th Edition and were assigned to the area roadway network based on the previously described directional distribution. **Table 2** shows the vehicle trips anticipated for the 40 single family lots.

Table 2
ESTIMATED TRAFFIC VOLUMES – BRIGATA HILLS

ITE Land		Weekday Morning Peak Hour		Weekday Evening Peak Hour			Daily Two-Way			
Use Code	Type/Size	In	Out	Total	In	Out	Total	In	Out	Total
210	Single-Family Housing (40 units)	8	24	32	26	16	42	217	217	434

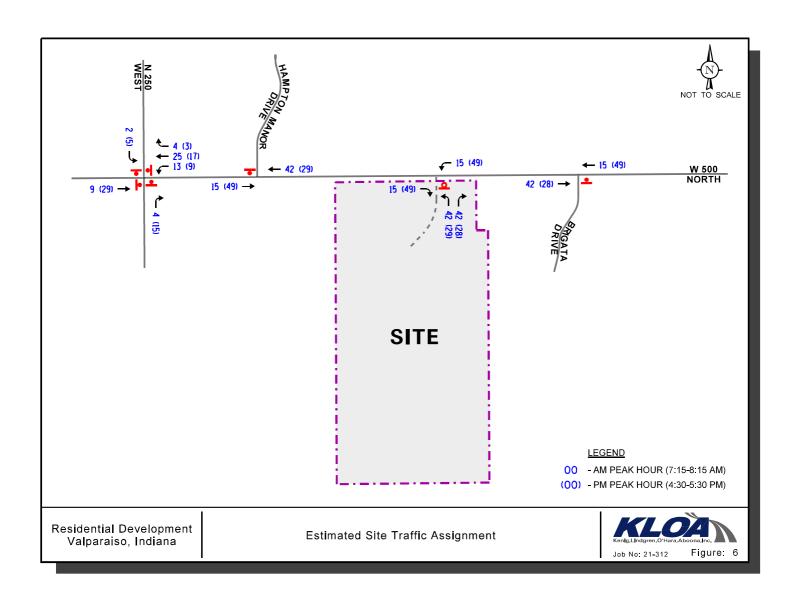


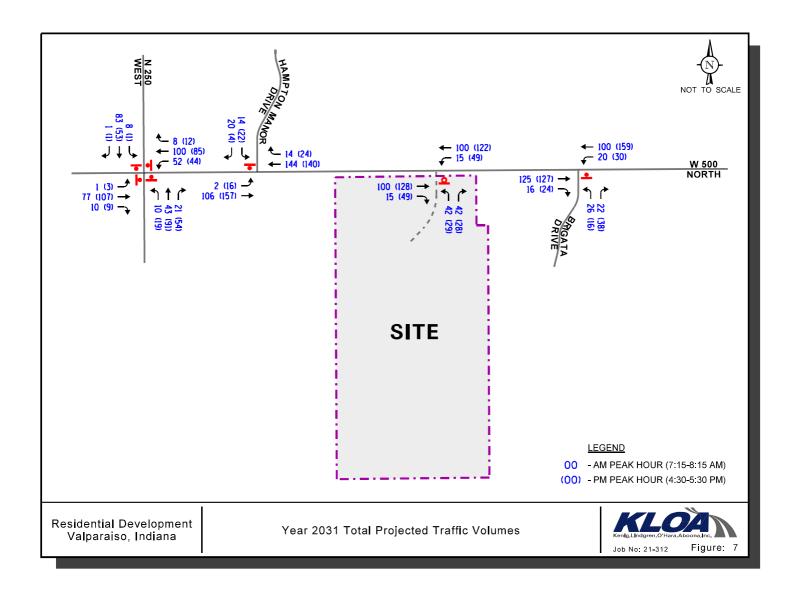
In addition, a residential development is under construction on the south side of Country Road 550 North and immediately east of the existing subdivision. Access to the residential development will be provided via County Road 550 North and cross access to the Hampton Manor subdivision. To account for the additional traffic to be generated by the new residential development, the existing traffic volumes entering and exiting Hampton Manor Drive at Country Road West 500 North was assumed to increase by 100 percent. This provides for a worst-case analysis as the new residential development will have direct access to County Road 550 North and only secondary access to County Road West 500 North.

Total Projected Traffic Volumes

The development-generated traffic (Figure 6) was added to the existing traffic volumes increased by a regional growth factor and the traffic estimated to be generated by 40 single-family lots within the Brigata Hills residential development to determine the Year 2031 total projected traffic volumes, as illustrated in **Figure 7**.







5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and weekday evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modification are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning, and weekday evening peak hours for the existing (Year 2021) and future projected (Year 2031) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th *Edition* and analyzed using Synchro/SimTraffic 11 computer software.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2031 total projected conditions are presented in **Tables 3** and **4**, respectively. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.



Table 3 CAPACITY ANALYSIS RESULTS – YEAR 2021 EXISTING CONDITIONS

Intersection	•	Morning Hour	Weekday Evening Peak Hour				
	LOS	Delay	LOS	Delay			
County Road West 500 North with County Road North 250 West ¹							
 Overall 	A	7.8	A	7.9			
Eastbound Approach	A	7.6	A	7.7			
Westbound Approach	A	8.0	A	8.0			
Northbound Approach	A	7.6	A	7.9			
Southbound Approach	A	7.8	A	7.7			
County Road West 500 North with Hampton	County Road West 500 North with Hampton Manor Drive ²						
Southbound Approach	A	9.1	A	9.6			
Eastbound Left Turn	A	7.4	A	7.4			
County Road West 500 North with Brigata Drive ²							
Northbound Approach	A	9.5	A	9.3			
Westbound Left Turn	A	7.6	A	7.5			
LOS = Level of Service 1 – All-way stop sign control Delay is measured in seconds 2 – Two-way stop sign control							



Table 4
CAPACITY ANALYSIS RESULTS – YEAR 2031 PROJECTED CONDITIONS

Intersection	_	y Morning Hour	Weekday Evening Peak Hour					
	LOS	Delay	LOS	Delay				
County Road West 500 North with County Road North 250 West ¹								
Overall	A	8.5	A	8.7				
Eastbound Approach	A	8.1	A	8.5				
Westbound Approach	A	8.9	A	8.9				
Northbound Approach	A	8.1	A	8.7				
Southbound Approach	A	8.4	A	8.2				
County Road West 500 North with Hampton Manor Drive ²								
Southbound Approach	A	9.9	В	11.1				
Eastbound Left Turn	A	7.6	A	7.7				
County Road West 500 North with Brigata Drive ²								
Northbound Approach	В	10.5	В	10.5				
Westbound Left Turn	A	7.9	A	7.7				
County Road West 500 North with Proposed Access Roadway ²								
Northbound Approach	В	10.0	В	10.6				
Westbound Left Turn	A	7.5	A	7.7				
LOS = Level of Service 1 – All-way stop sign control Delay is measured in seconds 2 – Two-way stop sign control								



Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development traffic.

County Road West 500 North with County Road North 250 West

The results of the capacity analyses indicate that the overall intersection and all the approaches currently operate at LOS A during the weekday morning and evening peak hours. Under Year 2031 total conditions, the overall intersection and approaches are projected to operate at LOS A during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

County Road West 500 North with Hampton Manor Drive

The results of the capacity analyses indicate that the critical movements at this intersection currently operate at LOS A during the weekday morning and evening peak hours. Under Year 2031 total conditions, the critical movements at this intersection are projected to operate at LOS B or better during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

County Road West 500 North with Brigata Drive

The results of the capacity analyses indicate that the critical movements at this intersection currently operate at LOS A during the weekday morning and evening peak hours. Under Year 2031 total conditions, the critical movements at this intersection are projected to operate at LOS B or better during the weekday morning and evening peak hours. As such, this intersection has sufficient reserve capacity to accommodate the traffic projected to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

County Road West 500 North with Proposed Access Roadway

Access to the development will be provided via a full movement access roadway on County Road West 500 North located approximately 1,200 feet west of Brigata Drive and 1,450 feet east of Hampton Manor Drive. This access roadway will provide one lane in each direction and will provide a shared left-turn/right-turn lane at its intersection with County Road West 500 North. Turning movements from the access roadway onto County Road West 500 North should be under stop-sign control. In order to determine if a left-turn lane or a right-turn lane were required on County Road West 500 North, the projected traffic volumes were compared to the Warrants for Left-Turn Lanes and Right-Turn Lanes as provided in the *Indiana Design Manual* – 2013. The results of the comparison showed that neither a left-turn lane nor a right-turn lane are required on County Road West 500 North serving the access drive. Assuming the Year 2031 total conditions, the critical movements at this intersection are projected to operate at LOS B or better during the weekday morning and evening peak hours. As such, this intersection will provide efficient and orderly access to the development with limited impact on County Road West 500 North.



6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- Access to the development will be provided via a full movement access roadway on County Road West 500 North located approximately 1,200 feet west of Brigata Drive and 1,450 feet east of Hampton Manor Drive. This access roadway will provide one lane in each direction and will provide a shared left-turn/right-turn lane at its intersection with County Road West 500 North. Turning movements from the access roadway onto County Road West 500 North should be under stop sign control.
- In order to determine if a left-turn or a right-turn lane were required on County Road West 500 North, the projected traffic volumes were compared to the Warrants for Left-Turn Lanes and Right-Turn Lanes as provided in the *Indiana Design Manual* 2013. The results of the comparison showed that neither a left-turn lane nor a right-turn lane are required on County Road West 500 North serving the access drive.
- The proposed access system will be adequate in accommodating the traffic estimated to be generated by the proposed development.
- The results of the capacity analyses have shown that the roadway system has sufficient reserve capacity to accommodate the traffic to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

