

MEETING AGENDA

Valparaiso Plan Commission Tuesday, September 6, 2022, 5:30 PM Valparaiso City Hall – Council Chambers

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Adoption of Meeting Minutes August 2, 2022
- 4. Old Business

PUDA22-001 filed by The Brooks Land, LLC. c/o Todd A. Leeth/Katie L. Kopf, Hoeppner Wagner & Evans LLP, 103 Lincolnway, Valparaiso, IN 46383. The petitioner requests Approval of Alternate Plan and Change in Development Standards for one parcel of The Brooks PUD located on about 3.45 acres on the north side of Vale Park Rd extended between Windsor Tr and Winter Park Dr.

* Petitioner requests the matter be continued to the Oct. 4 regular meeting.

5. New Business

PP22-001 filed by A&J Development, Inc. c/o William A. Ferngren, Ferngren Law Offices, LLC, 570 Vale Park Rd, Suite B, Valparaiso, IN 46385. The petitioner requests approval of a primary plat for a fifteen (15) lot subdivision to be known as Jackson's Corner located on about 2.87 acres at the northwest corner of the intersection of Roosevelt Rd and Evans Ave.

* Petitioner requests suspension of the rules to allow a decision within one meeting.

SP22-002 filed by Lennar Homes of Indiana, LLC c/o Todd A. Leeth/Katie L. Kopf, Hoeppner Wagner & Evans LLP, 103 Lincolnway, Valparaiso, IN 46383. The petitioner requests approval of a secondary plat for a one hundred sixty (160) lot subdivision to be known as Iron Gate located on about 79 acres along the south side of 500 N between 250 W and 175 W.

- 6. Staff Items
- 7. Adjournment

Matt Evans, President Beth Shrader, Planning Director

Next Meeting: October 4, 2022

\$230

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: IN Petition #: 1822-001 To Vacate Alley To Appeal the Decision of the Plat Committee Application Filing Fee: 236.00 Date Filed: 04 / 64 / 2022 Meeting: 05 / 03 / 2022 SUBJECT PROPERTY INFORMATION TYPE OR PRINT IN INK Property Address: 1207 EVINS NE. Subject Property fronts on the North side between (streets) POOSEVELT Zoning District (Current): Description of Location of Property: NORTHWEST CORNER OF Zoning District (Proposed): EVANS AVE & ROCCEVELT ED Zoning of Adjacent Properties: North: 6R South: 1104 Parcel/Tax Duplicate Number: 64-10-18-351-003 000-004 Present Use of Property: 64-18-18-351-004,000-004 Subdivision (If Applicable): Lot 1, KRIETER SUBDIVISION, 59-B-4A Proposed Use of Property: RESIDENTIAL Dimensions of Property: Front: 463 Depth: 270 1/2 Property Area (sq. ft./acres): 2.87 LCRES 1

PETITIONER INFORMATION	
Applicant Name: Address:	_
Phone:	_
Email: ATTACHED	_
PROPERTY OWNER INFORMATION	_
Applicant Name: Address:	
Phone:	_
Email:	_
LEGAL DESCRIPTION OF SUBJECT PROPERTY: (EXHIBIT NO)	

PROPOSED VARIANCES OR WAIVERS: (EXHIBIT NO)	



2%

APR 0 4 2022

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CK 4425

R# 55592

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.

105	3/29/22
Signature of owner/Petitioner	Date
YOU KRUEGER	
Printed name	

Subscribed and sworn to before me this 204h day of March , 2022.

Notary Public

SARA CAMP
Notary Public, State of Indiana
Porter County
Commission # 696187
My Commission Expires
February 01, 2025

My Commission Expires: Feb. 1, 2025

Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission)

(1.5 % -) - (1.5 % -) - (1.5 % -)
Tew Crueber, being dully sworn upon his/her oath, being of sound mind and legal age deposes a
states:
 That A = 1 DEVELOPMENT, INC ("Owner") (is/are) the legal owner(s) of real property that is to subject of a Petition before the Plan Commission. That Owner authorizes Town Residence is further authorized to seem to any reasons.
the Petition filed before the Plan Commission. Petitioner is further authorized to commit to any reasonal
restriction requested by the Plan Commission or proposed by the Petitioner.
3/20/20
Property Owner Date
Coto Elunte
3-29-22
Property Owner Date
Subscribed and sworn to before me this $29th$ day of $MAYCh$, 2022 .
Sau Como
Notary Public SARA CAMP
My Commission Expires: Notary Public, State of Indiana Porter County Commission # 696187 My Commission Expires
February 01, 2025

PETITIONER INFORMATION

A&J Development, Inc. 259 Indiana Avenue Valparaiso, Indiana 46383 219-531-5353 tomkrueger@2valparaiso.com C/o William A. Ferngren, Esq.
Ferngren Law Offices, LLC
570 Vale Park Road, Suite B
Valparaiso, Indiana 46385
219-771-0155
bill@ferngrenlaw.com

PROPERTY OWNER INFORMATION

Same as above

LEGAL DESCRIPTION OF SUBJECT PROPERTY

See Exhibit "A"

PROPOSED VARIANCES OR WAIVERS

Variances (Case No. VAR21-025) granted by the Board of Zoning Appeals on November 17, 2021. See Exhibit "B".

DESCRIPTION OF PROJECT

Residential subdivision consisting of seven (7) duplex structures and one (1) single family residential dwelling

Owner Smith Courtney D Church Temple Israel Of Valparaiso Ellis Randall & Kelli A/H&W Handley Renata **Evans Apartments LLC ACENWILLC** Calvary Church of Valparaiso Indian Thorgren Tool & Moldingco Inc Roconn LLC Shaw Mary A Revocable Living Trust Wright Megan Elisabeth & Wright Daw A&J Development Inc Thorgren Tool & Molding Company Inc. Keating Jennifer A & Kevin J/W&H A and J Development Incorporated Lesniewicz Laura A Burns Thomas M & Rebecca L/H&W Calvary Church of Valparaiso IN Inc.

Owner Address 1102 Kentucky St Valparaiso IN 46383 P O Box 2051 Valparaiso IN 46384 1106 Illinois St Valparaiso IN 46383 1103 Kentucky St Valparaiso IN 46383 2929 Jewett Ave Highland IN 46322 1540 River Park Dr Sacramento CA 95815 1325 Evans Ave Valparaiso IN 46383 1100 Evans Ave Valparaiso IN 46383 111 Taylor St Ofc Chesterton IN 46304 2404 Hudson Rd Valparaiso IN 46385 1400 Evans Ave Valparaiso IN 46383 259 Indiana Ave Valparaiso IN 46383 1100 Evans Ave Valparaiso IN 46383 1104 Kentucky St Valparaiso IN 46383 209 Indiana Ave Valparaiso IN 46383 1105 Kentucky St Valparaiso IN 46383 1108 Illinois St Valparaiso IN 46383 1325 Evans Ave Valparaiso IN 46383

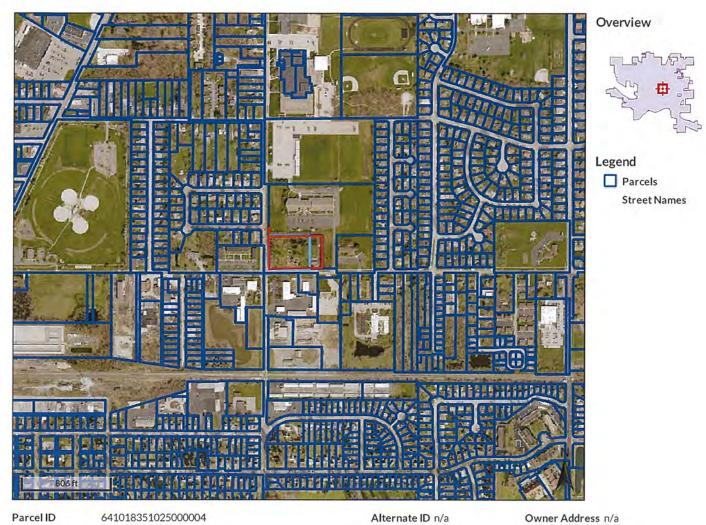
Owner

Church Temple Israel Of Valparaiso
Calvary Church of Valparaiso Indian
Shaw Mary A Revocable Living Trust
Wright Megan Elisabeth & Wright Daw
A&J Development Inc
Thorgren Tool & Molding Company Inc
A and J Development Incorporated
Le Xuan Long
Calvary Church of Valparaiso IN Inc

Owner Address

P O Box 2051 Valparaiso IN 46384 1325 Evans Ave Valparaiso IN 46383 2404 Hudson Rd Valparaiso IN 46385 1400 Evans Ave Valparaiso IN 46383 259 Indiana Ave Valparaiso IN 46383 1100 Evans Ave Valparaiso IN 46383 209 Indiana Ave Valparaiso IN 46383 1510 Pine Creek Rd Valparaiso IN 46383 1325 Evans Ave Valparaiso IN 46383

Beacon[™] City of Valparaiso, IN



Class

Acreage

n/a

Owner Address n/a

Parcel ID

641018351025000004

Sec/Twp/Rng **Property Address**

District n/a **Brief Tax Description**

n/a

(Note: Not to be used on legal documents)

Date created: 6/17/2021 Last Data Uploaded: 6/17/2021 5:38:04 PM

Developed by Schneider

Exhibit "A" Legal Description Jackson's Corner

Lot 1 of Krieter Subdivision, as per plat thereof, recorded in plat file 59-B-4A in the office of the recorder of Porter County, Indiana.

ALSO: The West 3 acres of the West 58 rods and 13.5 links of the South 330 feet of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana.

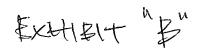
EXCEPTING THEREFROM: An "L" shaped parcel of land in the City of Valparaiso, County of Porter, located on the West side of a tract of land owned by Glen D. Stanley and Amy Stanley, husband and wife, pursuant to a Warranty Deed recorded as Instrument Number 2003-038653 in the Porter County Recorder's Office, the parcel described as: Beginning at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian; thence Northerly along the West line of said Southwest 1/4 Southwest 1/4, a distance of 330 feet; more-or-less, to the Northwest corner of said Stanley tract; thence Easterly along the North line of said Stanley tract 40.0 feet; thence Southerly parallel with said West line, a distance of 270 feet, more-or-less, to a point that is 60.0 feet Northerly from an intersection with the South line of said Southwest 1/4, Southwest 1/4; thence Southeasterly making a deflection angle to the left of 45°, a distance of 35 feet, more or less to a point that is 35.0 feet (measured at right angles) Northerly from said South line; thence Easterly parallel with said South line 12.0 feet; thence Southerly at right angles to said South line, a distance of 35.0 feet to said South line; thence Westerly along said South line, a distance of 77 feet, more or less, to the point of beginning, the parcel containing approximately 14,808 square feet in total and 3198 square feet net, less the apparent existing right-of-way.

ALSO EXCEPTING THEREFROM: The South 30.00 feet of said Stanley parcel (2003-038653) described as being the West 3 acres of the West 58 rods and 13.5 links of the South 330 feet of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana, EXCEPTING THEREFROM: All that part of the Grant of Permanent Right-of-Way recorded in Instrument No. 2010-0227 44, in Porter County Recorder's Office the parcel containing approximately 9,570 square feet.

ALSO EXCEPTING THEREFROM:

Commencing at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian; thence Easterly along the South line of said Southwest 1/4 Southwest 1/4, a distance of 93.00 feet; thence Northerly at right angles 30.00 feet to the North line of the South 30.00 feet and the point of beginning; thence continuing Northerly along the prolongation of the proceeding course 5.00 feet; thence West parallel with said South line 16 feet, more-or-less, to a point on the existing Right-of-Way as described in a Grant of Permanent Right-of-Way recorded as Instrument No. 2010-022744 in the Porter County Recorder's Office; thence South along the East edge of said existing Right-of-Way 5.00 feet to said North line of the South 30.00 feet; thence East, parallel with said South line and along said North line to the point of beginning, the parcel containing approximately 80 square feet.

ALSO EXCEPTING THEREFROM: Commencing at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian; thence Easterly along the South line of. said Southwest 1/4 Southwest 1/4, a distance of 220.00 feet; thence Northerly at right angles 30.00 feet to the North line of the South 30.00 feet and the point of beginning; thence continuing Northerly along the prolongation of the proceeding course 4.00 feet; thence East parallel with said South line, 20.00 feet; thence South at right angles with the proceeding course 4.00 feet to said North line of the South 30.00 feet; thence West parallel with said South line and along said apparent Right-of-Way line 20.00 feet to the point of beginning, the parcel containing 80 square feet.





Planning Department 166 Lincolnway Valparaiso, IN 46383

Phone: (219) 462-1161 Fax: (219) 464-4273 www.valpo.us

MEETING AGENDA

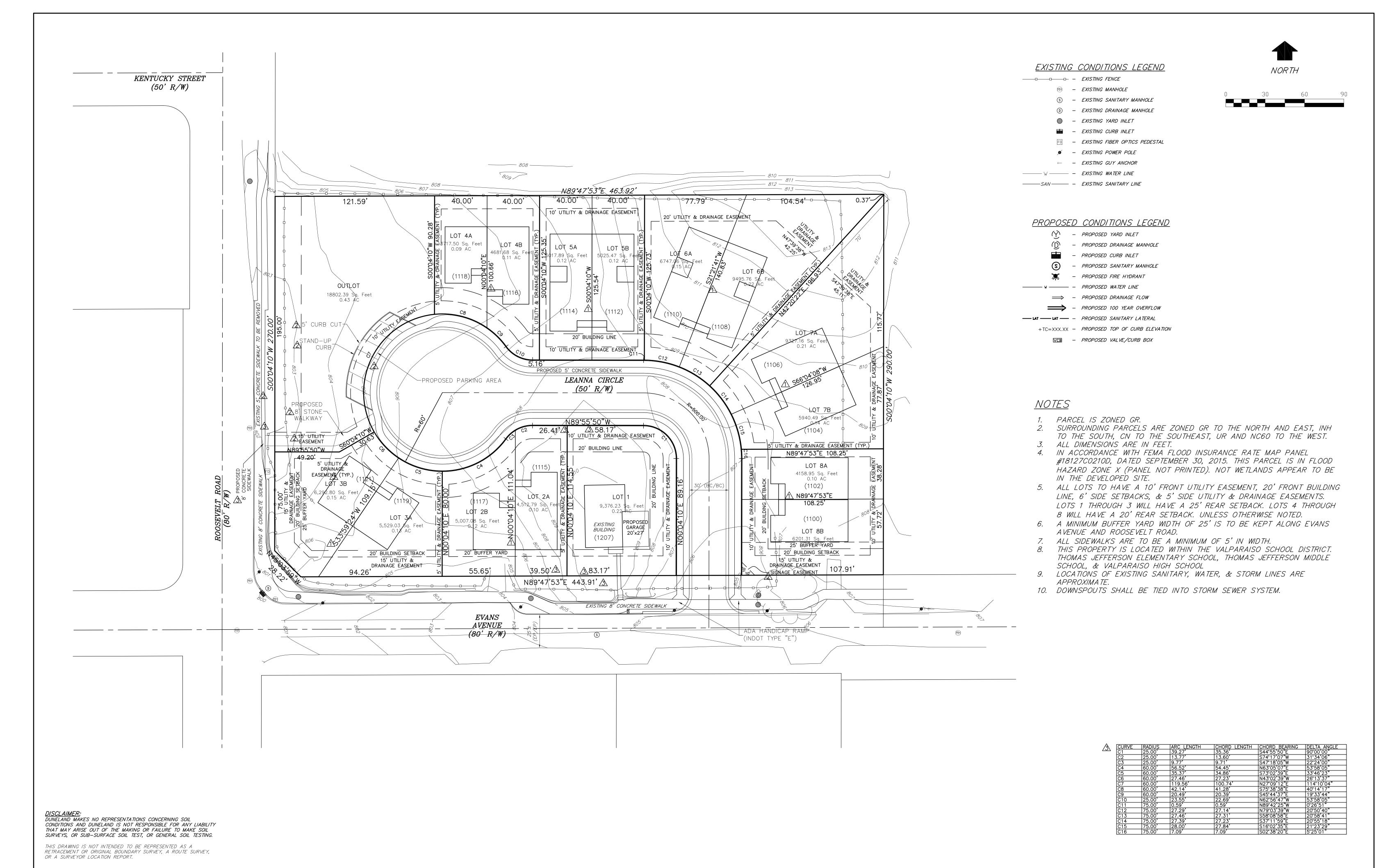
Valparaiso Board of Zoning Appeals Wednesday, November 17th,2021, 5:30 PM Valparaiso City Hall – Council Chambers

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Adoption of Meeting Minutes
- 4. Old Business
- 5. New Business

VAR21-025 — A petition filed by A & J Development, Inc c/o William Ferngren. The property is located at 1207 Evans Ave in the General Residential (GR) Zoning District. The petitioner requests the following variance(s):

- Section 3.301, Table 3.301(A) To vary the maximum gross density of 3.797 to allow for a maximum gross density of 5.81.
- Section 3.301, Table 3.301(A) To vary the maximum net density of 5.140 to allow for a maximum net density of 6.98
- Section 3.503, Table 3.503 To vary the minimum lot width of 45 feet to allow for a minimum lot width of 34 ft.
- Section 3.503, Table 3.503 To vary the minimum lot area per unit (sf) from 4,500 Sq Ft. to allow for a minimum lot area per unit of 3,717.50 Sq. Ft (Lot 4A) and 4,158.95 Sq. Ft. (Lot 8A).
- Section 3.503, Table 3.503 To vary the minimum rear yard setback of 25 feet to allow for minimum rear yard setback of 20 ft.
- Section 3.503, Table 3.503 To vary the maximum building coverage from 45% to allow for a maximum building coverage of 47% (Lot 5A) and 46% (Lot 5b).
- Section 9.403(C) To vary the minimum connection spacing on opposite sides of the street from 75 ft to allow for a minimum connection spacing of 20.33 ft (West Drive) and 31.60 (East Drive).
- Section 9.403, Table 9.403(A) To vary the minimum connection spacing for residential drives accessing a minor street from 30 ft to allow for a minimum connection spacing of 10 ft

7. Staff Items





DUNELAND GROUP ENGINEERING & SURVEYING

1498 POPE COURT CHESTERTON, INDIANA 46304 219-926-1007 fax 219-926-1544 E-MAIL dgi@dunelandgroup.com

DRAWN: <i>NJL</i>	CHK'D: SCC	NO.	REVISION	N	BY	DATE	STORM
DESIGNED: <i>NJL</i>	APPRV'D: CLR	\triangle	REVISED PLAT TO SHOW S	SPLIT LOTS	NJL	4/14/22	SANITARY
DATE: 02/04/2	2022		REVISIONS PER CITY OF V	VALPARAISO REVIEW	NJL	6/10/22	WATER
HORIZ. SCALE:	1"=30'	<u>A</u>	REVISIONS PER CITY OF V	VALPARAISO REVIEW	NJL	8/4/22	ROAD
VERT. SCALE:	N/A						EROSION
PROJECT STATE							
FOR REVIE	- W						

JACKSON CORNER SUBDIVISION

SHEET IUMBER

3014-01

INDIANA

PRIMARY PLAT

DRAWING NUMBER

X Documents

Disks

DUNELAND GROUP
TRANSMITTAL 1498 Pope Court Chesterton, Indiana 46304-5301 (219) 926-1007 Voice (219) 926-1544 Fax dgi@dunelandgroup.com TO: City of Valparaiso Page 1 of 1 Date: 7/8/2022 166 Lincolnway Valparaiso, IN 46383 Duneland File #:3014 Atten: Beth Shrader Project: Jackson Corner Subdivision We Are Sending Herewith: X Prints X As Requested _Sepia Preliminary for your comments Original Drawings X For Your Approval

For Construction

Remarks: Here are the revised drawings and Comments with Answers

Dwg. No.	<u>Date</u>	Rev. Date	Rev. No.	Description
COVER	02/04/2022	06/10/2022	1	Cover
Sheet 1	02/04/2022	06/10/2022	2	Primary Plat
Sheet 2	02/04/2022			Existing Conditions & Demolition Plan
Sheet 3	02/04/2022			Adjoining Property Owners
Sheet 4	02/04/2022	06/10/2022	1	Utility Plan
Sheet 5	02/04/2022	06/10/2022	l	Grading Plan
Sheet 6	02/04/2022			Leanna Circle Plan & Profile
Sheet 7	02/04/2022			Evans Avenue Plan & Profile
Sheet 8	02/04/2022			Drainage Areas
Sheet 9	02/04/2022			South Storm Sewer System
Sheet 10	02/04/2022			North Storm Sewer System
Sheet 11	02/04/2022			Casting Details
Sheet 12	02/04/2022	06/10/2022	1	Standpipe & Pond Details
Sheet 13	02/04/2022	06/10/2022	1	Water Plan & Profile
Sheet 14	02/04/2022	06/10/2022	1	Standard Details
Sheet 15	02/04/2022	06/10/2022	1	Standard Details
Sheet 16	06/10/2022			Standard Details
Sheet 17	02/04/2022	06/10/2022	1	Parking & Sign Plan
Sheet 18	02/04/2022	06/10/2022	1	Erosion Control Plan
Sheet 19	06/10/2022			Erosion Control Plan (Post Construction)
Sheet 20	02/04/2022	06/10/2022	1	Erosion Control Details
Sheet 21	06/13/2022			Traffic Control Plan
L101	02/04/2022	07/08/2022	3	Landscape Plan
L201	02/04/2022	07/08/2022	3	Planting Specs & Details

Submitted By: Nicholas Lau

cc:



City of Valparaiso Planning Department

166 Lincolnway, Valparaiso, IN 46383 (219) 462 – 1161

www.valpo.us

April 27, 2022

To: Bill Ferngren, Attorney

CC: Tom Krueger, K2 Construction
Duneland Group, Nicholas Lau
Mike Jabo, Engineering Director
Matt Zurbriggen, Chief Deputy Engineer
Mingyan Zhou, MS4 Coordinator
Bill Laird, Deputy Engineer
Nate McGinley, Utilities
Bob Garmon, Utilities
Mike Steege, Utilities
Tony Fahel, Utilities/ Water Reclamation

Re: Jackson's Corner Valparaiso - Multi-Department Review of Plan Submittal

The City of Valparaiso is in receipt of Duneland's 100% Construction plans for review, dated February 2, 2022 (drainage report). Below are a list of questions/comments to supplement verbal comments provided at our April 14 zoom meeting.

Engineering:

Drainage Report/Construction Plans

- 1. Sheet 5 Please review grading plan, specifically eastern property line (YD-4 Inlet) and southwest property line (YD-5 Inlet & swale to pond). Appears drainage may leave site before reaching drainage infrastructure.
- 2. Pond Drawdown @ 803 takes just over 11 hrs to drain? Updated to 12
- 3. Please explain WQ Release rate is 1.74 cfs, which is higher than allowable release rate. Record of the last of
- Please explain in narrative, how the outlet functions. Is perforated pipe modeled & how does it play a role in drainage?
- 9. Per Site Review, sidewalk along Roosevelt is to be improved to 8' wide minimum concrete pathway along western property line.
- Mhat is the CL radius of the 90 degree turn?
- 7. Please confirm that Valparaiso Fire Department's truck can maneuver cul-de-sac.

SWPPP

- 8. Please provide 2 sheets erosion and sediment control plan, with one sheet showing the erosion and sediment control measures during mass grading, utility installation and road construction phase, and the other sheet showing the measures after utilities and road is installed (the house construction phase).
- 9. Please remove "Rule 5" in the SWPPP narrative and drawings, as this rule does not exist anymore.
- 10. Please show on the plan the locations for permit posting and concrete washout.
- 11. Will any soil be removed from the site due to the excavation of the pond? If so, please specify and make sure the disposal location has necessary permit (Item A21).

- 12. How will the pond outlet be protected? B8 mentioned it will be protected with a rip rap revetment, geotextile fabric and INDOT #5/#8, but it's not shown in the drawing (Sheet 17) and detail sheet (Sheet 18).
- 18. Please revise the monitoring and maintenance guidelines in item B14 based on the new Construction Stormwater General Permit.
- 14. Please provide the post-construction Stormwater BMP 0&M manual.

Utility Comments:

Water

- 13. Please designate a specific 20' wide easement over the water main from the cul-de-sac to Roosevelt Road. We understand Outlot A is designated entirely as a utility and drainage easement, but please dedicate a specific 20' easement though this area. They can keep the 5' easement shown on Lot 3, please just dedicate 15' in Outlot A as well. A specific easement will need to be shown around the cul-de-sac within Outlot A too, maybe just match the additional 10' easement shown in the rest of the development behind the ROW?
- 16. Can the water main be adjusted from under the sidewalk to outside the sidewalk in the area between the cul-de-sac and Roosevelt Road?
- 17. Each lot will need it's own water service line. Please detail on the plan sheet where these water services will be located from the main to the cub box on the lot.
- 16. Please detail all water main fittings on the plan sheet (22.5's, 45's, tees, etc). Note, 90 degree bends are not allowed, you will need to use two 45 degree bends to achieve a 90 degree bend.
- 19. Connections made to Roosevelt and Evans mains will be done via hot tap. Tapping sleeve and valve will be required for connection.
- Please provide pavement restoration detail for water main connection points to Roosevelt and Evans.
- Materials, construction, and testing per VCU Standard Specifications. <u>Link to VCU Water Spec</u>
- 22. IDEM NOI for Extension of Water Main is required.

Sanitary Sewer

- 28. Please provide a detail on the doghouse manhole required for connection at Evans Avenue.
- 24. Please provide pavement restoration detail for connection point to Evans.
- 25. We did not see a sanitary sewer lateral detail on the prints. Sanitary taps will be made via wye in main and 6" DIA lateral.
- 26. Sanitary manholes are now required to have double epoxy coated precast flowline and bench. Casting type is EJ1020A with gasketed lid stamped "SANITARY" or equivalent.
- 27. Materials, construction, and testing per VCU Standard Specifications. <u>Link to VCU Samtary</u> Spec
- 28. IDEM Sanitary Sewer Permit is required.

Planning Comments:

- 29. When will lots be divided by unit?
- 30. Landscape plan does not reflect updates to site plan, specifically in Outlot A.
- 31. What are dimensions of parking spaces in cul-de-sac? May need to be parallel.
- 32. Parking spaces conflict with sidewalk. Please address.
- 33. "No parking" signage to be installed by developer where will parking be?
- 34. City waste management or private? No street parking on trash day?
- 36. Lighting? Is it on each unit or by driveway? That is preferred. No city street lamps.

- 36. Will there be an HOA? Covenants & Restrictions? Include no accessory structures in C&R. Please provide copy.
- 37. Update plans to show 8' wide pathway along Roosevelt.
- 38. Will there be any development signage? Please provide location if anticipated and consider including signage easement on plat if appropriate.
- 39. Please provide applicable phasing information. NO PHASING
- 40. Please include addresses on plat document.
- 41. Please note variances granted on plat document.
- 42. Please provide auto-turn diagram that meets the specifications attached in email, taking into consideration any parking planned for cul-de-sac.

 43. Please indicate where snow can be stored that preserves emergency access and on-street
- parking.

Should you have any questions or concerns, please feel free to contact us.

Respectfully,

Beth Shrader Director of Planning & Transit

LOT 4 LOT 5 LEANNA CIRCLE LOT 3 LOT 1 EVANS AVENUE

OVERALL DEVELOPMENT PLAN

OWNER/DEVELOPER:

A&J DEVELOPMENT INC. 259 INDIANA AVENUE VALPARAISO, INDIANA 46383 PHONE: 219-531-5353 E-MAIL: tomkrueger@k2valparaiso.com

ENGINEER/SURVEYOR:

DUNELAND GROUP INC. 1498 POPE CT. CHESTERTON, INDIANA 46304 PHONE: 219-926-1007 E-MAIL: dgi@dunelandgroup.com

UTILITIES:

ELECTRIC & GAS:

NORTHERN INDIANA PUBLIC SERVICE COMPANY 801 E. 86th AVENUE MERRILL VILLE, IN 46410

TELEPHONE & CABLE TV:

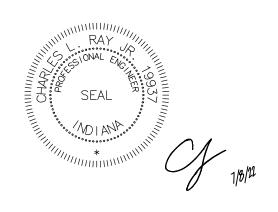
2225 P.O. BOX 600 LOCUST CT. PORTAGE, INDIANA 46368

VALPARAISO WATER DEPARTMENT 205 BILLINGS STREET VALPARAISO, IN 46383

VALPARAISO CITY SEWER DEPARTMENT 1251 JOLIET ROAD VALPARAISO, IN 46385

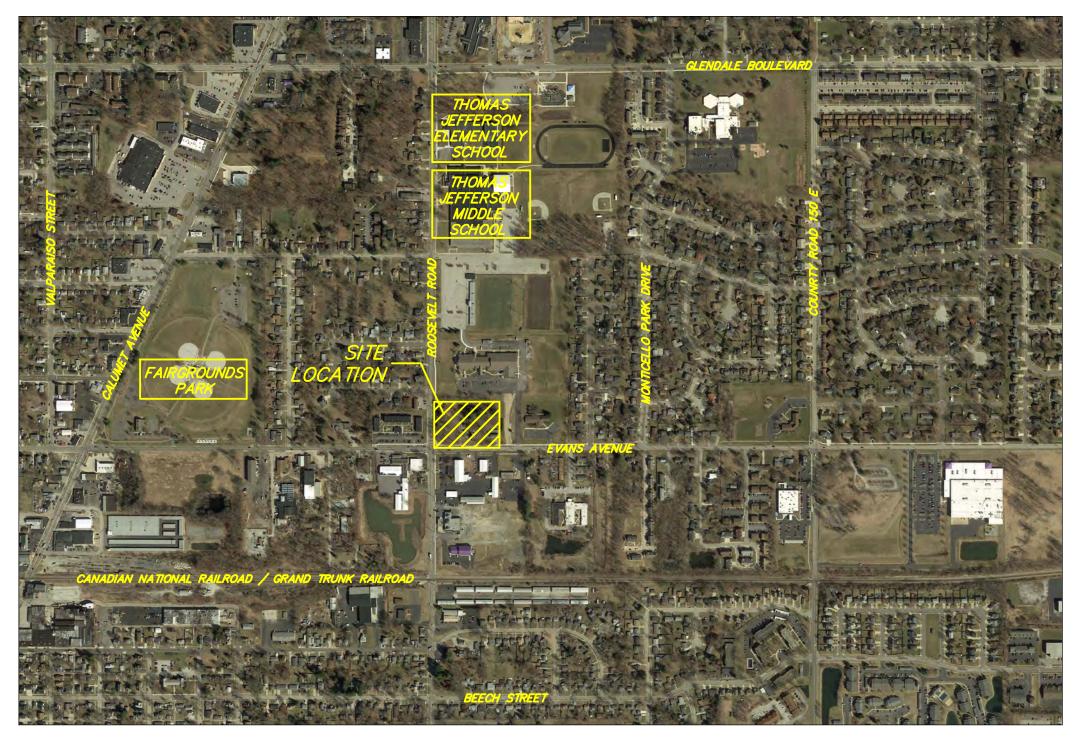
<u>NOTES</u>

- 1. PARCEL IS ZONED GR.
- 2. SURROUNDING PARCELS ARE ZONED GR (GENERAL RESIDENTIAL) TO THE NORTH AND EAST, INH (HEAVY INDUSTRIAL) TO THE SOUTH, CN (COMMERCIAL NEIGHBORHOOD) TO THE SOUTHEAST, UR (URBAN RESIDENTIAL) AND NC60 (NEIGHBORHOOD CONSERVATION) TO THE WEST.
- ALL DIMENSIONS ARE IN FEET.
- 4. IN ACCORDANCE WITH FEMA FLOOD INSURANCE RATE MAP PANEL #18127C0210D, DATED SEPTEMBER 30, 2015. THIS PARCEL IS IN FLOOD HAZARD ZONE X (PANEL NOT PRINTED). NOT WETLANDS APPEAR TO BE IN THE DEVELOPED SITE.
- 5. ALL LOTS TO HAVE A 10' FRONT UTILITY EASEMENT, 20' FRONT BUILDING LINE, 6' SIDE SETBACKS, & 5' SIDE UTILITY & DRAINAGE EASEMENTS. LOTS 1 THROUGH 3 WILL HAVE A 25' REAR SETBACK. LOTS 4 THROUGH 8 WILL HAVE
- A 20' REAR SETBACK. UNLESS OTHERWISE NOTED. 6. A MINIMUM BUFFERYARD WIDTH OF 25' IS TO BE KEPT ALONG EVANS AVENUE AND
- ROOSEVELT ROAD.
- ALL SIDEWALKS ARE TO BE A MINIMUM OF 5' IN WIDTH.
- THIS PROPERTY IS LOCATED WITHIN THE VALPARAISO SCHOOL DISTRICT. THOMAS JEFFERSON ELEMENTARY SCHOOL, THOMAS JEFFERESON MIDDLE SCHOOL, &
- VALPARAISO HIGH SCHOOL LOCATIONS OF EXISTING SANITARY, WATER, & STORM LINES ARE APPROXIMATE.
- 10. THIS DEVELOPMENT WILL HAVE VALPARAISO CITY WASTE MANAGEMENT.
- 11. THERE WILL BE NO STREET LIGHTS ALONG LEANNA CIRCLE. ALL DRIVEWAYS WILL HAVE A LAMP POST THAT CONFORMS TO VALPARAISO CITY STANDARDS.



JACKSON CORNER SUBDIVISION PRIMARY PLAT & CONSTRUCTION DRAWINGS

1207 EVANS AVENUE, VALPARAISO, IN 46383 Section 18, Township 35 N, Range 05 W CENTER TOWNSHIP, VALPARAISO, INDIANA APPROXIMATE CENTER OF PROJECT 41°28' 43.15" N and 87°02' 44.37" W



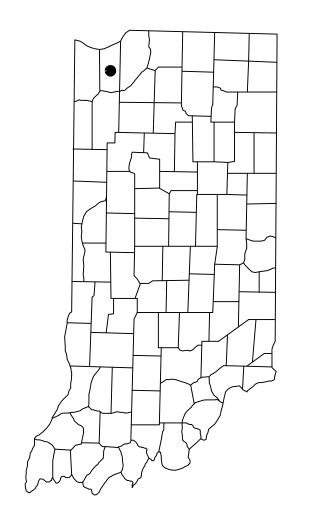


07/08/2022



DRAWING LIST	DRAWING DATE	<u>REVISION DATE</u>
COVER	02/04/2022	06/10/2022
SHEET 1: PRIMARY PLAT	02/04/2022	06/10/2022
SHEET 2: EXISTING CONDITIONS & DEMOLITION PLAN	02/04/2022	
SHEET 3: ADJOINING PROPERTY OWNERS	02/04/2022	
SHEET 4: UTILITY PLAN	02/04/2022	06/10/2022
SHEET 5: GRADING PLAN	02/04/2022	06/10/2022
SHEET 6: LEANNA CIRCLE PLAN & PROFILE	02/04/2022	
SHEET 7: EVANS AVENUE PLAN & PROFILE	02/04/2022	
SHEET 8: DRAINAGE AREAS	02/04/2022	
SHEET 9: SOUTH STORM SEWER SYSTEM	02/04/2022	
SHEET 10: NORTH STORM SEWER SYSTEM	02/04/2022	
SHEET 11: CASTING DETAILS	02/04/2022	
SHEET 12: STANDPIPE & POND DETAILS	02/04/2022	06/10/2022
SHEET 13: WATER PLAN & PROFILE	02/04/2022	06/10/2022
SHEET 14: STANDARD DETAILS	02/04/2022	06/10/2022
SHEET 15: STANDARD DETAILS	02/04/2022	06/10/2022
SHEET 16: STANDARD DETAILS	06/10/2022	
SHEET 17: PARKING & SIGN PLAN	02/04/2022	06/10/2022
SHEET 18: EROSION CONTROL PLAN	02/04/2022	06/10/2022
SHEET 19: EROSION CONTROL PLAN (POST CONSTRUCTION,	06/10/2022	
SHEET 20: EROSION CONTROL DETAILS	02/04/2022	06/10/2022
SHEET 21: TRAFFIC CONTROL PLAN	06/13/2022	
L101: LANDSCAPE PLAN	07/08/2022	

L201: PLANTING SPECS & DETAILS



● - LOCATION OF PROJECT



RECORD DESCRIPTION:

Lot 1 of Krieter Subdivision, as per plat thereof, recorded in plat file 59-B-4A in the office of the recorder of Porter County, Indiana.

ALSO: The West 3 acres of the West 58 rods and 13.5 links of the South 330 feet of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana.

EXCEPTING THEREFROM: An "L" shaped parcel of land in the City of Valparaiso, County of Porter, located on the West side of a tract of land owned by Glen D. Stanley and Amy Stanley, husband and wife, pursuant to a Warranty Deed recorded as Instrument Number 2003-038653 in the Porter County Recorder's Office, the parcel described as: Beginning at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian; thence Northerly along the West line of said Southwest 1/4 Southwest 1/4, a distance of 330 feet; more-or-less, to the Northwest corner of said Stanley tract; thence Easterly along the North line of said Stanley tract 40.0 feet; thence Southerly parallel with said West line, a distance of 270 feet, more-or-less, to a point that is 60.0 feet Northerly from an intersection with the South line of said Southwest 1/4, Southwest 1/4; thence Southeasterly making a deflection angle to the left of 45°, a distance of 35 feet, more or less to a point that is 35.0 feet (measured at right angles) Northerly from said South line; thence Easterly parallel with said South line 12.0 feet; thence Southerly at right angles to said South line, a distance of 35.0 feet to said South line; thence Westerly along said South line, a distance of 77 feet, more or less, to the point of beginning, the parcel containing approximately 14,808 square feet in total and 3198 square feet net, less the apparent existing right-of-way.

ALSO EXCEPTING THEREFROM: The South 30.00 feet of said Stanley parcel (2003-038653) described as being the West 3 acres of the West 58 rods and 13.5 links of the South 330 feet of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana, EXCEPTING THEREFROM: All that part of the Grant of Permanent Right-of-Way recorded in Instrument No. 2010-0227 44, in Porter County Recorder's Office the parcel containing approximately 9,570 square feet.

ALSO EXCEPTING THEREFROM:

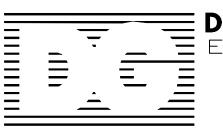
Commencing at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian; thence Easterly along the South line of said Southwest 1/4 Southwest 1/4, a distance of 93.00 feet; thence Northerly at right angles 30.00 feet to the North line of the South 30.00 feet and the point of beginning; thence continuing Northerly along the prolongation of the proceeding course 5.00 feet; thence West parallel with said South line 16 feet, more-or-less, to a point on the existing Right-of-Way as described in a Grant of Permanent Right-of-Way recorded as Instrument No. 2010-022744 in the Porter County Recorder's Office; thence South along the East edge of said existing Right-of-Way 5.00 feet to said North line of the South 30.00 feet; thence East, parallel with said South line and along said North line to the point of beginning, the parcel containing approximately 80

ALSO EXCEPTING THEREFROM: Commencing at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 35 North, Range 5 West of the Second Principal Meridian; thence Easterly along the South line of. said Southwest 1/4 Southwest 1/4, a distance of 220.00 feet; thence Northerly at right angles 30.00 feet to the North line of the South 30.00 feet and the point of beginning; thence continuing Northerly along the prolongation of the proceeding course 4.00 feet; thence East parallel with said South line, 20.00 feet; thence South at right angles with the proceeding course 4.00 feet to said North line of the South 30.00 feet; thence West parallel with said South line and along said apparent Right-of-Way line 20.00 feet to the point of beginning, the parcel containing 80 square feet.

VARIANCES

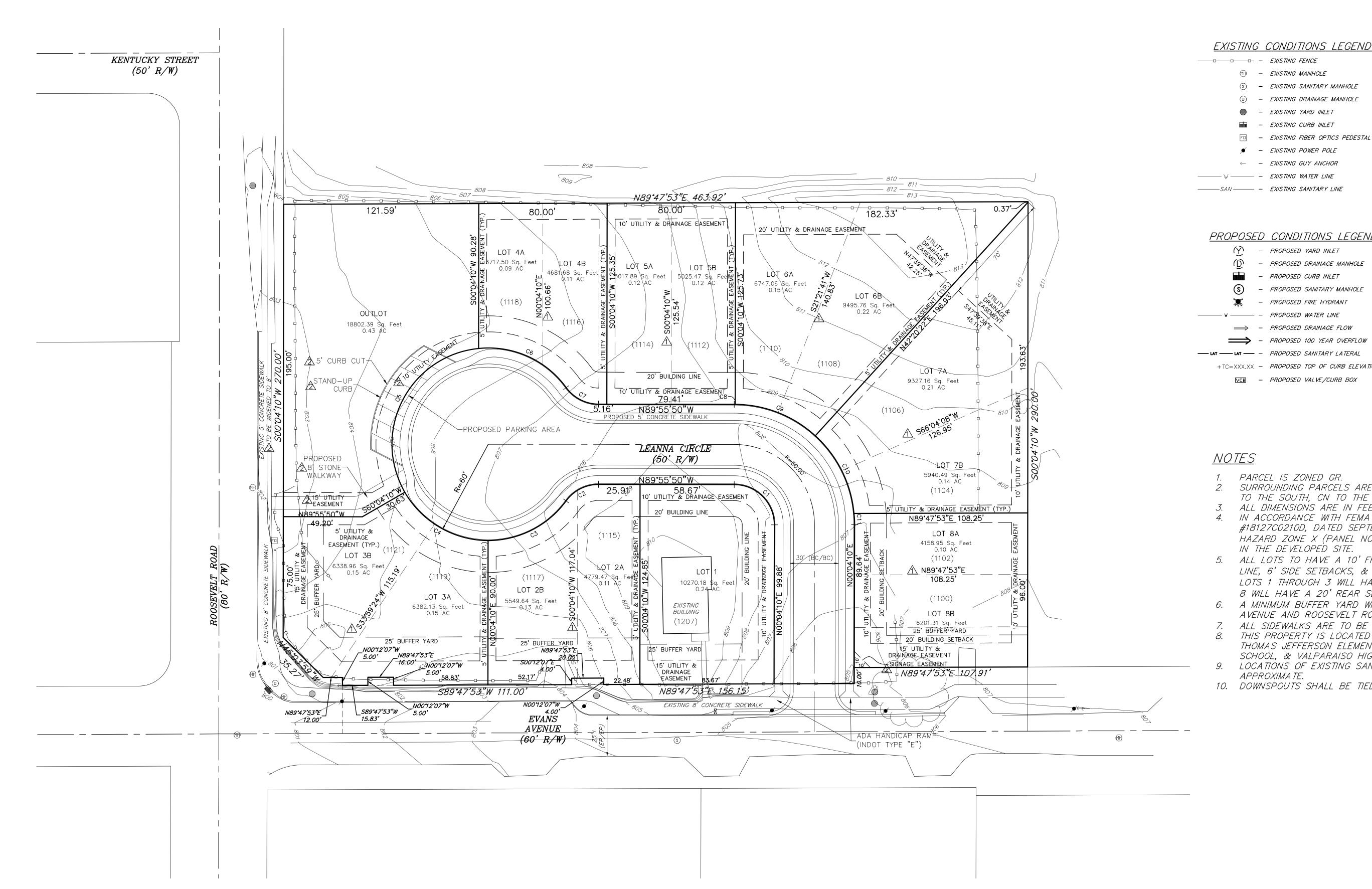
- 1. Section 3.301, Table 3.301(A) To vary the maximum gross density of 3.797 to allow for a maximum gross density of 5.81.
- 2. Section 3.301, Table 3.301(A) To vary the maximum net density of 5.140 to allow for a maximum net density of 6.98
- 3. Section 3.503, Table 3.503 To vary the minimum lot width of 45 feet to allow for a minimum lot width of 34 ft.
- 4. Section 3.503, Table 3.503 To vary the minimum lot area per unit (sf) from 4,500 Sq Ft. to allow for a minimum lot area per unit of 3,717.50 Sq. Ft (Lot 4A) and 4,158.95 Sq. Ft. (Lot 8A).
- 5. Section 3.503, Table 3.503 To vary the minimum rear yard setback of 25 feet to allow for minimum rear yard setback of 20 ft. 6. Section 3.503, Table 3.503 - To vary the maximum building coverage from
- 7. Section 9.403(C) To vary the minimum connection spacing on opposite sides of the street from 75 ft to allow for a minimum connection spacing
- of 20.33 ft (West Drive) and 31.60 (East Drive). 8. Section 9.403, Table 9.403(A) - To vary the minimum connection spacing for
- residential drives accessing a minor street from 30 ft to allow for a minimum connection spacing of 10 ft.

45% to allow for a maximum building coverage of 47% (Lot 5A) and 46%



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EXISTING CONDITIONS LEGEND

→ EXISTING MANHOLE

S – EXISTING SANITARY MANHOLE

D - EXISTING DRAINAGE MANHOLE

- EXISTING CURB INLET

● - EXISTING POWER POLE

——— W ——— — EXISTING WATER LINE ------SAN ----- - EXISTING SANITARY LINE

PROPOSED CONDITIONS LEGEND

(Y) - PROPOSED YARD INLET PROPOSED DRAINAGE MANHOLE

 PROPOSED CURB INLET PROPOSED SANITARY MANHOLE

 PROPOSED FIRE HYDRANT ----- - PROPOSED WATER LINE

→ PROPOSED DRAINAGE FLOW - PROPOSED 100 YEAR OVERFLOW

--- LAT ---- PROPOSED SANITARY LATERAL +TC=XXX.XX - PROPOSED TOP OF CURB ELEVATION

VCB - PROPOSED VALVE/CURB BOX

<u>NOTES</u>

- 1. PARCEL IS ZONED GR.
- SURROUNDING PARCELS ARE ZONED GR TO THE NORTH AND EAST, INH TO THE SOUTH, CN TO THE SOUTHEAST, UR AND NC60 TO THE WEST.
- ALL DIMENSIONS ARE IN FEET.
- IN ACCORDANCE WITH FEMA FLOOD INSURANCE RATE MAP PANEL #18127C0210D, DATED SEPTEMBER 30, 2015. THIS PARCEL IS IN FLOOD HAZARD ZONE X (PANEL NOT PRINTED). NOT WETLANDS APPEAR TO BE IN THE DEVELOPED SITE.
- 5. ALL LOTS TO HAVE A 10' FRONT UTILITY EASEMENT, 20' FRONT BUILDING LINE, 6' SIDE SETBACKS, & 5' SIDE UTILITY & DRAINAGE EASEMENTS. LOTS 1 THROUGH 3 WILL HAVE A 25' REAR SETBACK. LOTS 4 THROUGH 8 WILL HAVE A 20' REAR SETBACK. UNLESS OTHERWISE NOTED.
- 6. A MINIMUM BUFFER YARD WIDTH OF 25' IS TO BE KEPT ALONG EVANS AVENUE AND ROOSEVELT ROAD.
- ALL SIDEWALKS ARE TO BE A MINIMUM OF 5' IN WIDTH.
- THIS PROPERTY IS LOCATED WITHIN THE VALPARAISO SCHOOL DISTRICT. THOMAS JEFFERSON ELEMENTARY SCHOOL, THOMAS JEFFERSON MIDDLE SCHOOL, & VALPARAISO HIGH SCHOOL
- LOCATIONS OF EXISTING SANITARY, WATER, & STORM LINES ARE APPROXIMATE.
- 10. DOWNSPOUTS SHALL BE TIED INTO STORM SEWER SYSTEM.

<u>DISCLAIMER:</u>
DUNELAND MAKES NO REPRESENTATIONS CONCERNING SOIL CONDITIONS AND DUNELAND IS NOT RESPONSIBLE FOR ANY LIABILITY THAT MAY ARISE OUT OF THE MAKING OR FAILURE TO MAKE SOIL SURVEYS, OR SUB-SURFACE SOIL TEST, OR GENERAL SOIL TESTING. THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.27'	35.36'	N44*55'50"W	90'00'00"
C2	25.00'	23.55'	22.69'	S63'05'07"W	53'58'05"
C3	60.00'	56.52'	54.45	S63°05'07"W	53°58'05"
C4	60.00'	62.83'	60.00'	N59*55'50"W	60.00,00
C5	60.00'	119.56	100.74	N27°09'12"E	114'10'04"
C6	60.00'	62.62'	59.82'	S65°51'45"E	59*48'01"
C7	25.00	23.55'	22.69	S62°56'47"E	53*58'05"
C8	75.00'	0.59'	0.59'	N89°42'25"W	0°26'51"
C9	75.00'	54.75'	53.54	S68°34'18"E	41*49'22"
C10	75.00'	55.39'	54.14'	S26°30'14"E	42*18'47"
C11	75.00'	7.09'	7.09	N02*38'20"W	5*25'01"



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DRAWN: <i>NJL</i>	CHK'D: SCC	NO.	REVISION	BY	DATE	STORM
DESIGNED: <i>NJL</i>	APPRV'D: CLR	\triangle	REVISED PLAT TO SHOW SPLIT LOTS	NJL	4/14/22	SANITARY
DATE: <i>02/04/2</i>		\triangle	REVISIONS PER CITY OF VALPARAISO REVIEW	NJL	6/10/22	WATER
HORIZ. SCALE:	1"=30′					ROAD
VERT. SCALE: 1	V/A					EROSION
PROJECT STATU						
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JACKSON CORNER SUBDIVISION

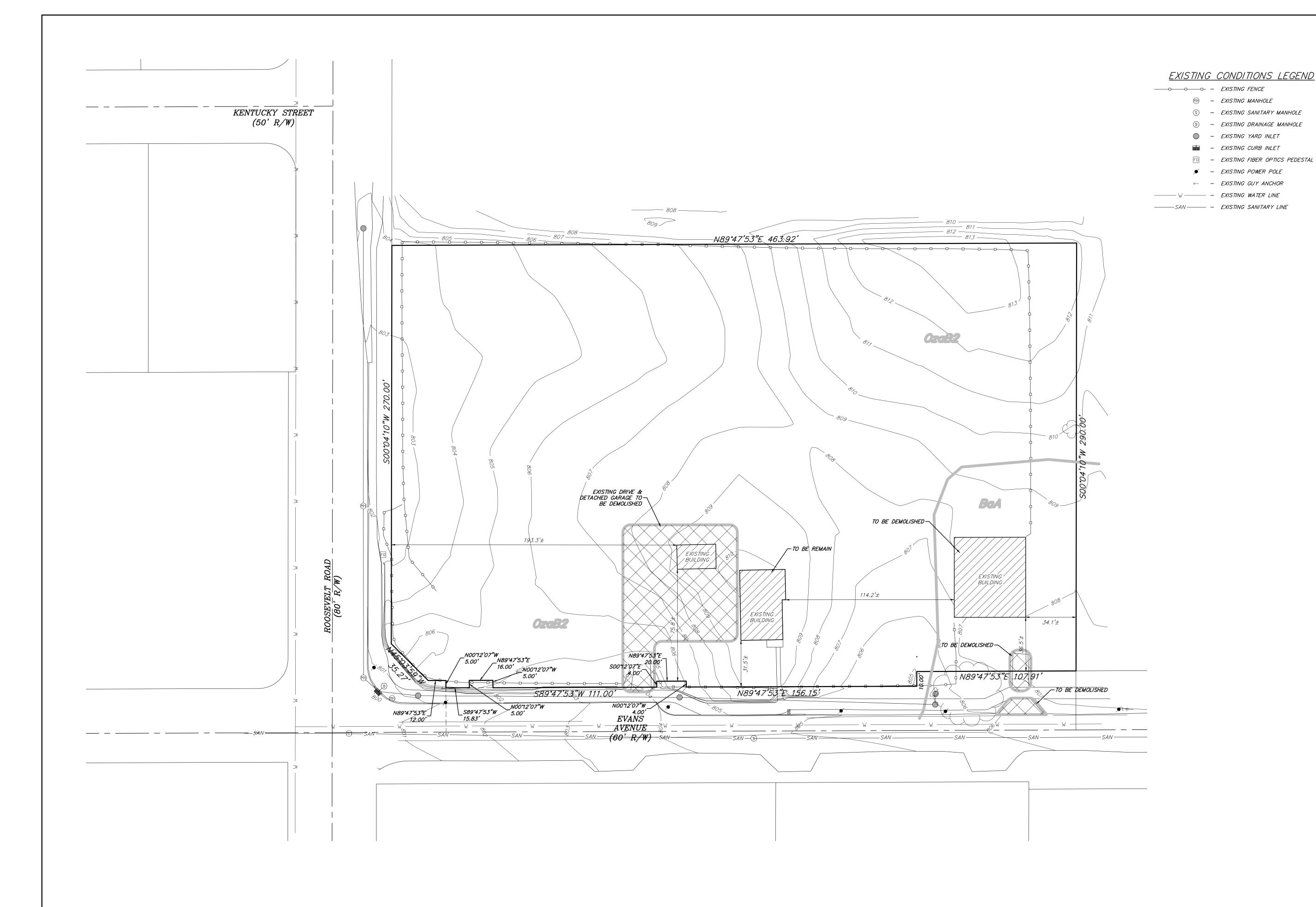
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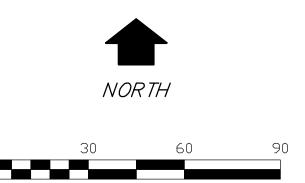
PRIMARY PLAT

UMBER DRAWING NUMBER

SHEET I

3014-01





TOPOGRAPHIC SURVEY WAS PERFORMED ON 01/20/2021 & 03/09/2021



DISCLAIMER:

DUNELAND MAKES NO REPRESENTATIONS CONCERNING SOIL

CONDITIONS AND DUNELAND IS NOT RESPONSIBLE FOR ANY LIABILITY

THAT THAT ARE SOLUTED OF THE MAKING OF PALLED AND SOIL TESTING.

SURVEYS, OR SUB-SURFACE SOIL TEST, OR GENERAL SOIL TESTING.

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

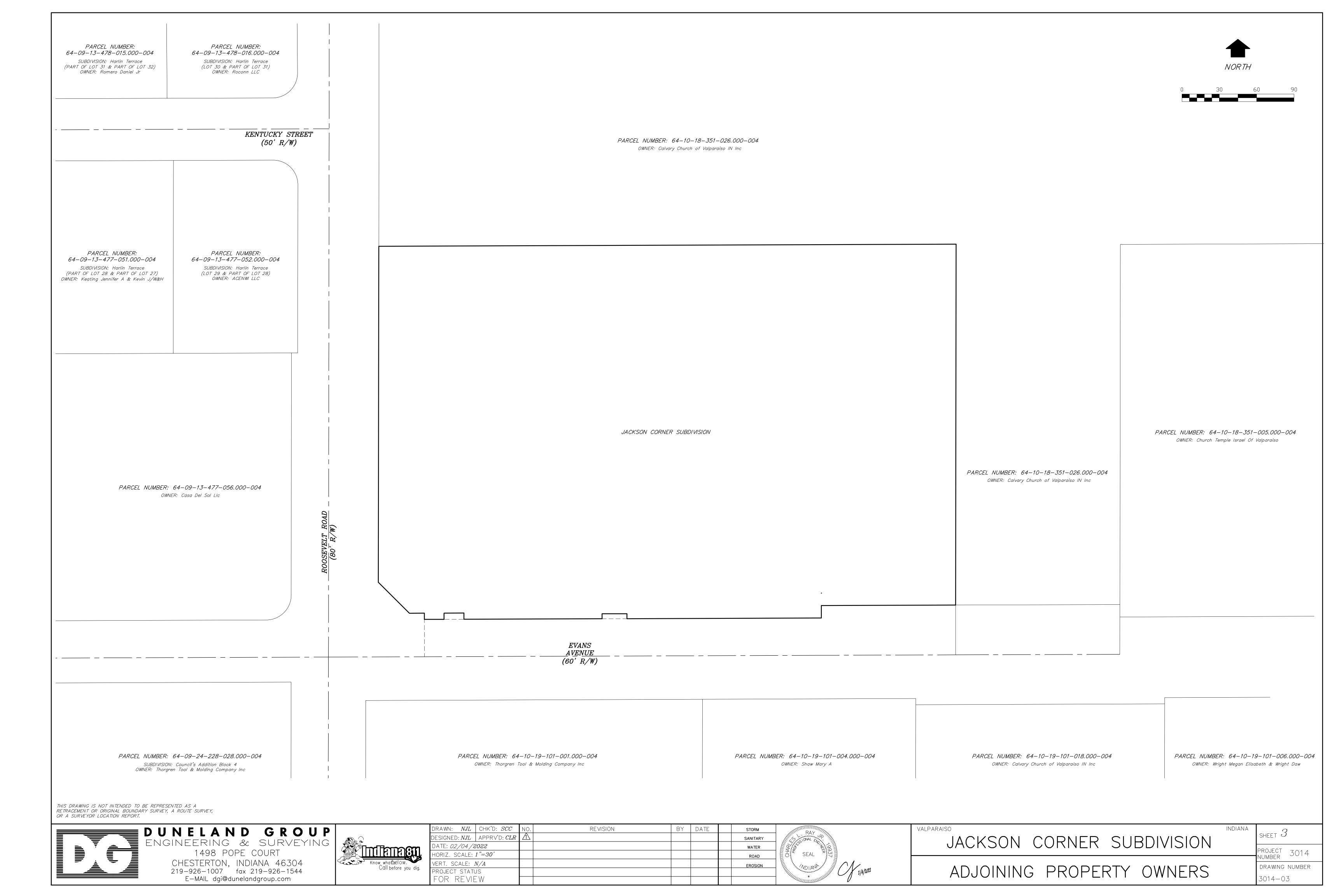
DUNELAND GROUP Engineering & Surveying 1498 pope court CHESTERTON, INDIANA 46304 219-926-1007 fax 219-926-1544 E-MAIL dgi@dunelandgroup.com

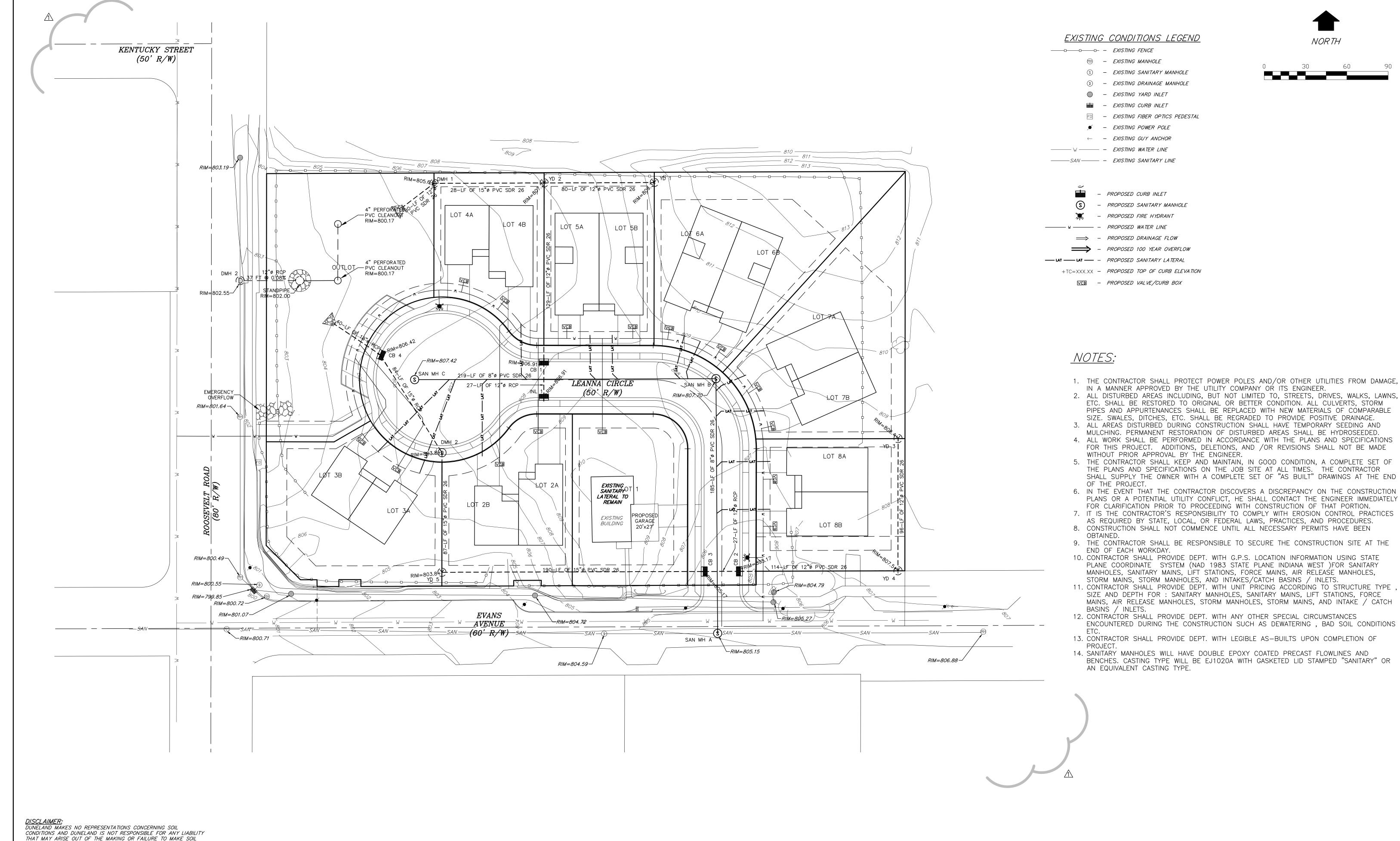
DRAWN: <i>NJL</i>	CHK'D: SCC	NO.	REVISION	BY	DATE	STORM
DESIGNED:	APPRV'D: CLR	\triangle				SANITARY
DATE: 02/04/2	2022					WATER
HORIZ. SCALE:	1 "=30"					ROAD
VERT. SCALE: 1	N/A					EROSION
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VALPARAISO				IN
J,	ACKSON	CORNER	SUBDIVISION	

EXISTING CONDITIONS & DEMOLITION PLAN 3014-02





THAT MAY ARISE OUT OF THE MAKING OR FAILURE TO MAKE SOIL SURVEYS, OR SUB-SURFACE SOIL TEST, OR GENERAL SOIL TESTING. THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A

RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

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> 219-926-1007 fax 219-926-1544 E-MAIL dgi@dunelandgroup.com



	DRAWN: <i>NJL</i>	CHK'D: SCC	NO.	. REVISION							DATE	STORM
	DESIGNED: NJL	APPRV'D: CLR	\triangle	REVISIONS	REVISIONS PER CITY OF VALPARAISO REVIEW							SANITARY
	DATE: 02/04/2										WATER	
	HORIZ. SCALE: 1"=30'											ROAD
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JACKSON CORNER SUBDIVISION

UMBER

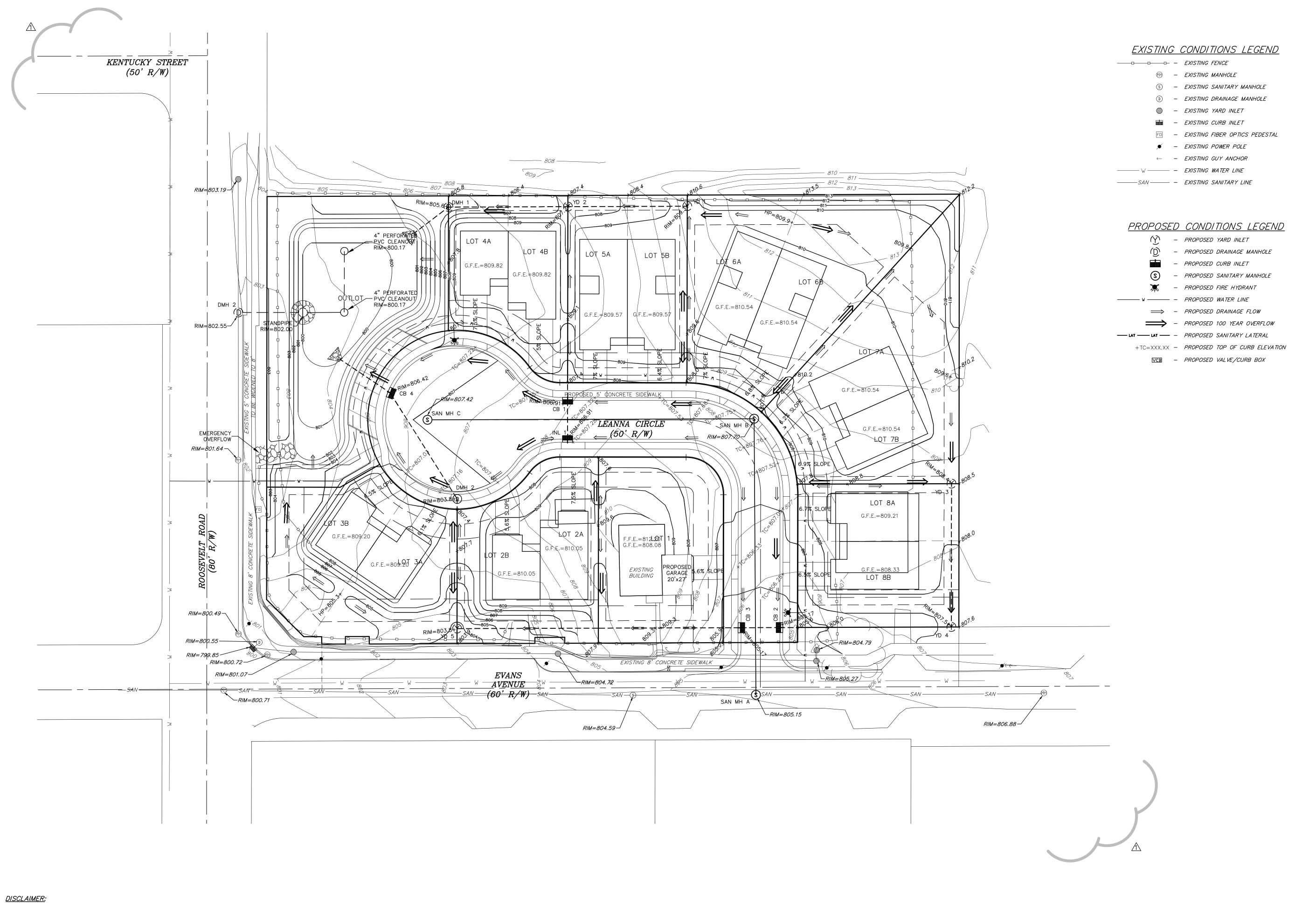
3014-04

SHEET 4

INDIANA

DRAWING NUMBER

UTILITY PLAN



DISCLAIMER:
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CONDITIONS AND DUNELAND IS NOT RESPONSIBLE FOR ANY LIABILITY
THAT MAY ARISE OUT OF THE MAKING OR FAILURE TO MAKE SOIL
SURVEYS, OR SUB-SURFACE SOIL TEST, OR GENERAL SOIL TESTING.

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A
RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY,
OR A SURVEYOR LOCATION REPORT.

<u>NOTES</u>

1. DOWNSPOUTS SHALL BE TIED INTO STORM SEWER SYSTEM.



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DRAWN: <i>NJL</i>	CHK'D: SCC	NO.			RE'	VISIC	N		BY	DATE	STORM
DESIGNED: NJL	APPRV'D: CLR	\triangle	REVISIONS	PER	CITY	OF	VALPARAISO	REVIEW	NJL	6/10/22	SANITARY
DATE: 02/04/2	2022										WATER
HORIZ. SCALE:	1 "=30'										ROAD
VERT. SCALE: 1	N/A										EROSION
PROJECT STATU											
FOR REVIE	- W										

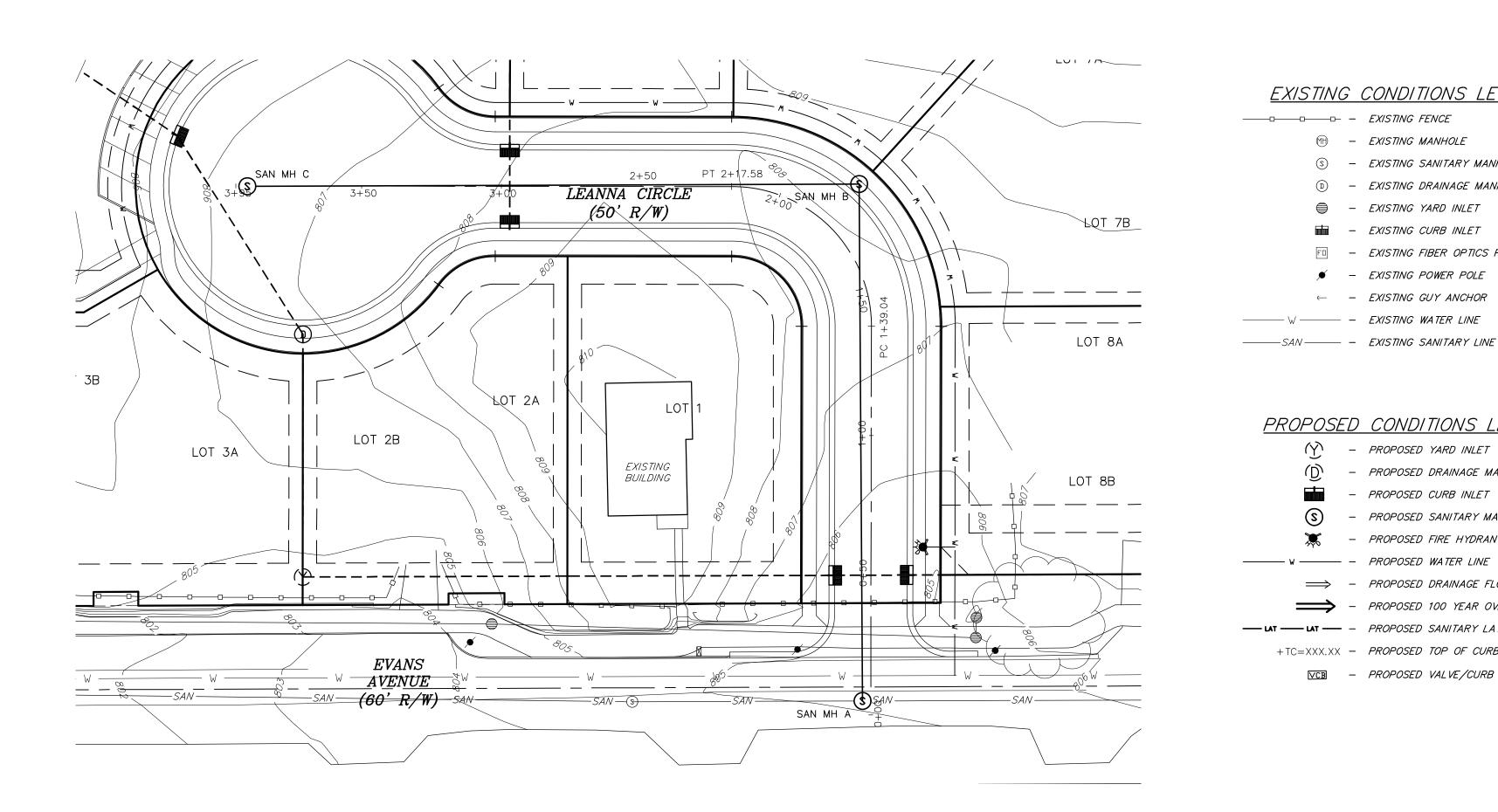
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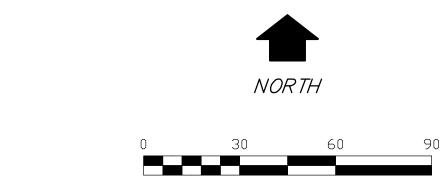
VALPARAISO		
JACKSON	CORNER	SUBDIVISION

INDIANA
SHEET 5
PROJECT 3

GRADING PLAN

DRAWING NUMBER
3014-05





PROPOSED CONDITIONS LEGEND

EXISTING CONDITIONS LEGEND

© - EXISTING SANITARY MANHOLE

D – EXISTING DRAINAGE MANHOLE

EXISTING YARD INLET

EXISTING CURB INLET

← - EXISTING GUY ANCHOR

------ W ----- - EXISTING WATER LINE

FO - EXISTING FIBER OPTICS PEDESTAL

M − EXISTING MANHOLE

(Y) — PROPOSED YARD INLET - PROPOSED DRAINAGE MANHOLE PROPOSED CURB INLET

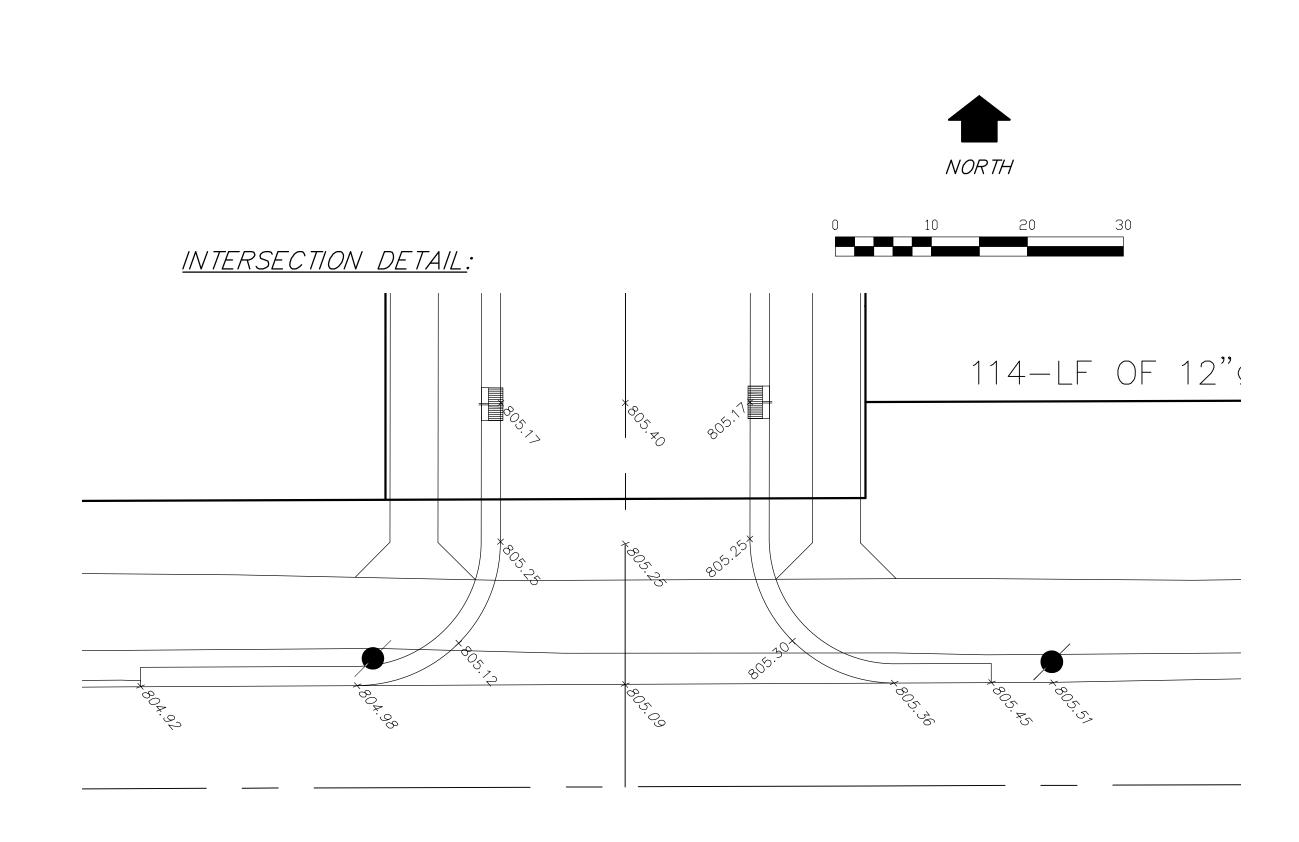
- PROPOSED SANITARY MANHOLE PROPOSED FIRE HYDRANT ----- w ----- - PROPOSED WATER LINE

--- LAT ---- PROPOSED SANITARY LATERAL +TC=XXX.XX - PROPOSED TOP OF CURB ELEVATION

VCB - PROPOSED VALVE/CURB BOX

→ PROPOSED DRAINAGE FLOW - PROPOSED 100 YEAR OVERFLOW

SAG STA. = 2+92.00SAG ELEV. = 807.17CREST STA. = 1+79.01PVI STA. = 2+92.00CREST ELEV. = 807.70PVI ELEV. = 807.15 PVI STA. = 1 + 73.31AD = 1.00PVI ELEV. = 807.74AD = -2.32VC = 20.00 K = 20.00K= 8.61 814 SAN MH A | 814 STA: 0+04.99 RIM=805.15 813 813 807.56 N. INV. IN = 794.17W. INV. IN 794.07 812 812 INV. OUT=793.97 810 810 809 809 / EXISTING GROUND 808 808 -0.50% 807 12"Ø RCP STORM SEWER PIPE -805 -1.30% PROPOSED ROAD -804 804 803 803 802 802 219-LF OF 8"Ø PVC SDR 26 @ 0.45% 801 801 12" Ø RCP STORM SEWER PIPE ---800 800 799 799 798 SAN MH C STA: 3+85.90 SAN MH B 797 | RIM⊨807.42 STA: 1+76.10 INV. OUT=800.99 RIM = 807.70796 INV. IN=800.00 INV. OUT=799.90 795 795 794 793 793 792 792 790 2+50 *3+95 3+50 3+00* 2+00 1+50 1+00 0+50 0+00



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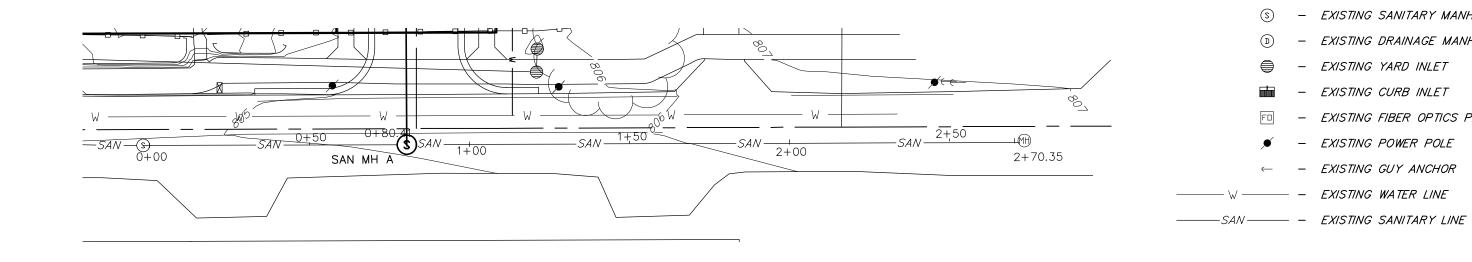
> > 1498 POPE COURT CHESTERTON, INDIANA 46304 219-926-1007 fax 219-926-1544 E-MAIL dgi@dunelandgroup.com

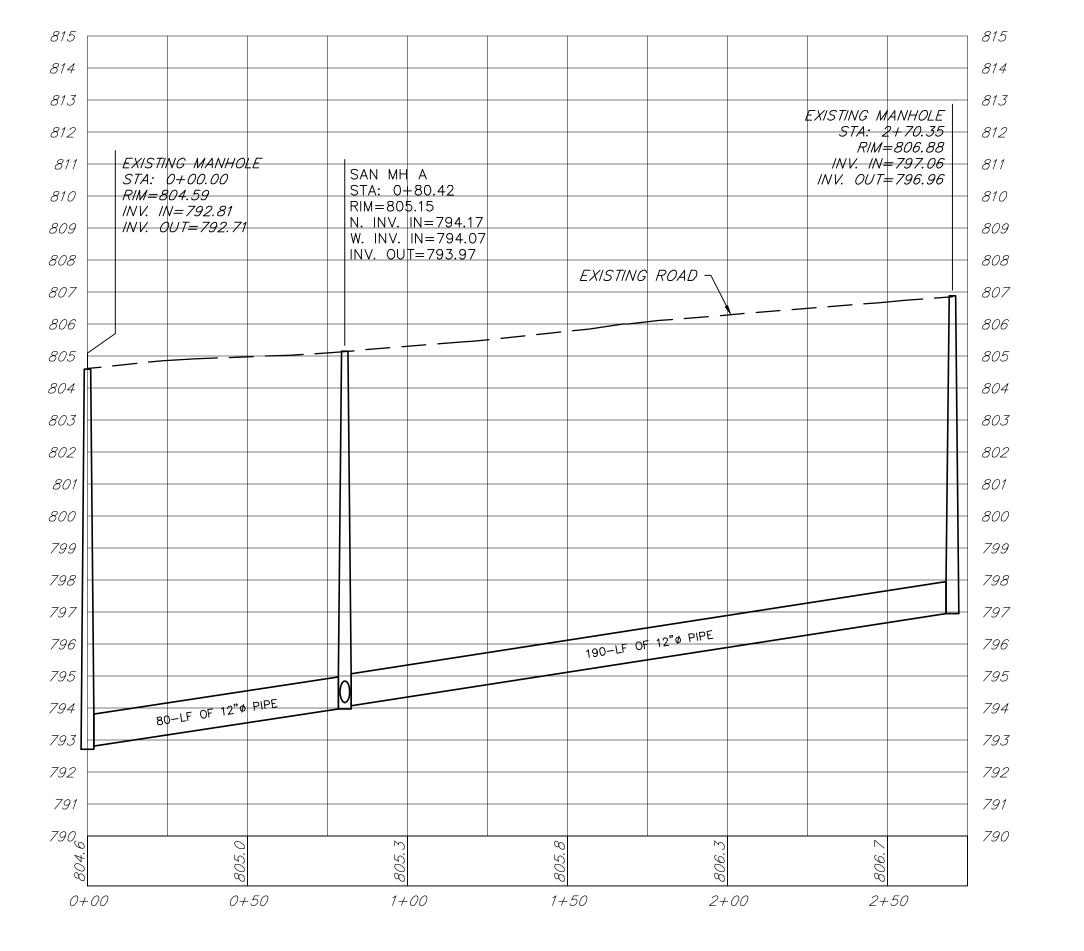


DRAWN: <i>NJL</i>	CHK'D: SCC	NO.	REVISION	BY	DATE	STORM
DESIGNED: NJL	APPRV'D: CLR	\triangle				SANITARY
DATE: 02/04/2	2022					WATER
HORIZ. SCALE:	1"=30'					ROAD
VERT. SCALE: 1	N/A					EROSION
PROJECT STATUS						
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VALPARAISO	6
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IFANNA CIRCIF PLAN & PROFILE	DRAWING NUMBER
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EXISTING CONDITIONS LEGEND

M − EXISTING MANHOLE

© - EXISTING SANITARY MANHOLE D - EXISTING DRAINAGE MANHOLE

← - EXISTING GUY ANCHOR

- EXISTING FIBER OPTICS PEDESTAL

------ W ------ - EXISTING WATER LINE

PROPOSED CONDITIONS LEGEND

(Y) - PROPOSED YARD INLET (D) - PROPOSED DRAINAGE MANHOLE PROPOSED CURB INLET S - PROPOSED SANITARY MANHOLE

 PROPOSED FIRE HYDRANT ----- w ----- - PROPOSED WATER LINE → PROPOSED DRAINAGE FLOW

- PROPOSED 100 YEAR OVERFLOW — LAT — LAT — – PROPOSED SANITARY LATERAL

+TC=XXX.XX - PROPOSED TOP OF CURB ELEVATION

VCB - PROPOSED VALVE/CURB BOX

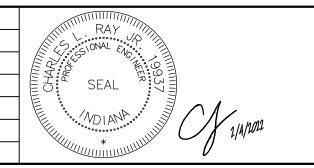
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DRAWN: <i>NJL</i>	CHK'D: SCC	NO.	REVISION	BY	DATE	STORM
DESIGNED: <i>NJL</i>	APPRV'D: CLR	\triangle				SANITARY
DATE: 02/04/2	022					WATER
HORIZ. SCALE:	1"=30'					ROAD
VERT. SCALE: 1	N/A					EROSION
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JACKSON CORNER SUBDIVISION

EVANS AVENUE PLAN & PROFILE

SHEET 7 PROJECT 3014 NUMBER

DRAWING NUMBER 3014-07





EXISTING CONDITIONS LEGEND

MH – EXISTING MANHOLE

S - EXISTING SANITARY MANHOLE D - EXISTING DRAINAGE MANHOLE

■ − EXISTING CURB INLET

□ – EXISTING FIBER OPTICS PEDESTAL

← – EXISTING GUY ANCHOR

------SAN ----- - EXISTING SANITARY LINE

------ W ----- - EXISTING WATER LINE

PROPOSED CONDITIONS LEGEND

PROPOSED YARD INLET

PROPOSED DRAINAGE MANHOLE

- PROPOSED CURB INLET - PROPOSED SANITARY MANHOLE

PROPOSED FIRE HYDRANT

----- w ----- - PROPOSED WATER LINE

→ PROPOSED DRAINAGE FLOW

- PROPOSED 100 YEAR OVERFLOW

— LAT — LAT — - PROPOSED SANITARY LATERAL

 PROPOSED TOP OF CURB ELEVATION VCB - PROPOSED VALVE/CURB BOX

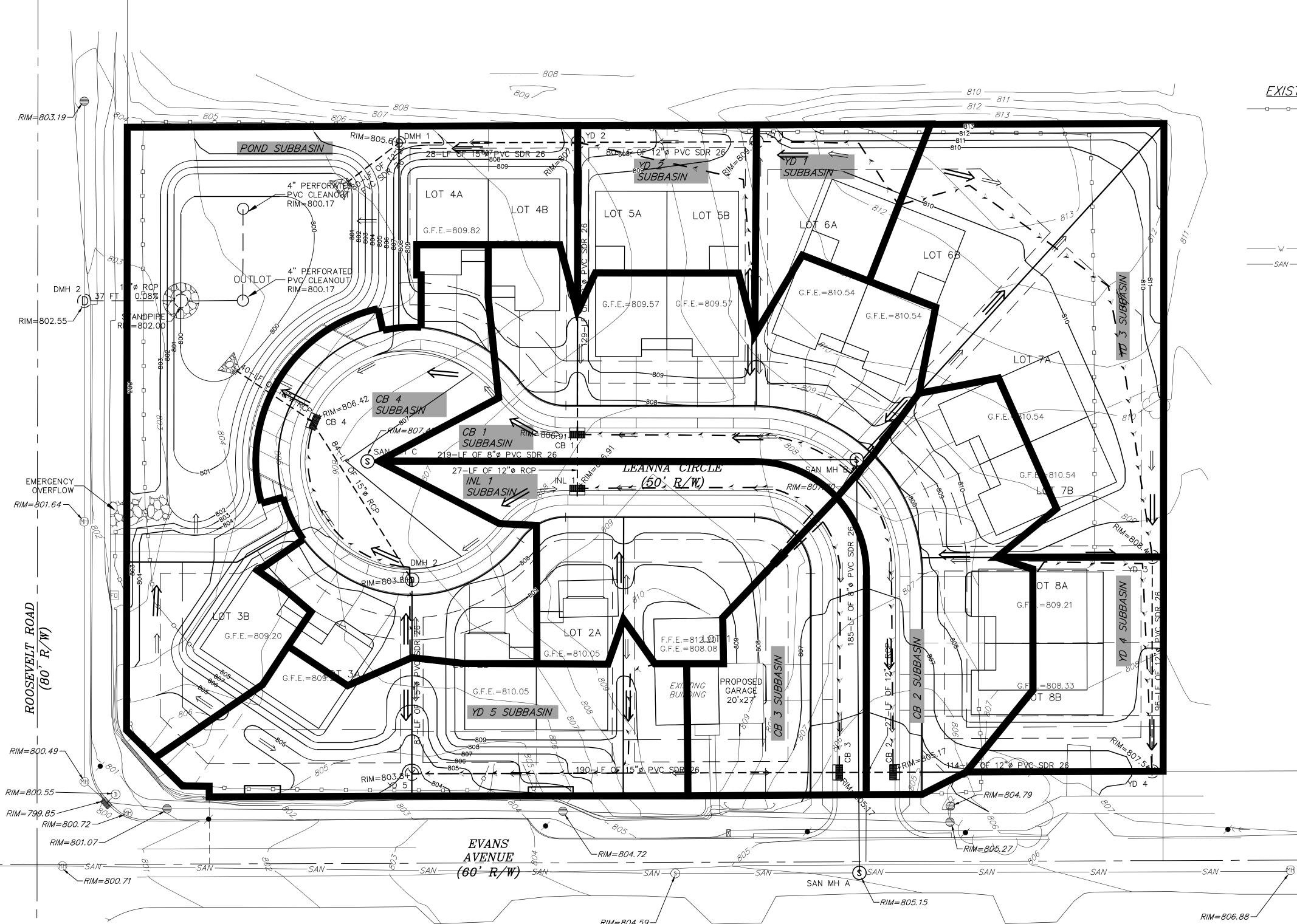


Table C. Sul	pareas Charact	teristics											
Subarea	Total Area of Subarea (acres)	Total Impervious (acres)	Impervious Runoff Coefficient	Grass Area	100000000000000000000000000000000000000	Total Runoff Coefficient	Sheet Flow (ft)	Sheet Flow Slope %	Manning's n Value	Shallow Flow(ft)	Shallow Flow Slope %	Surface Descriptio	Tc (min)
CB 1	0.387	0.287	0.85	0.100	0.21	0.68	47	5.32	0.13	127	0.47	Paved	4.9*
CB 2	0.281	0.191	0.85	0.089	0.21	0.65	47	5.32	0.13	134	1.46	Paved	4.3 *
CB 3	0.183	0.076	0.85	0.107	0.21	0.48	62	3.71	0.13	114	1.46	Paved	5.7
CB 4	0.356	0.275	0.85	0.081	0.21	0.70	41	2.00	0.13	87	0.50	Paved	5.5
INL 1	0.243	0.136	0.85	0.106	0.21	0.57	62	3.70	0.13	109	0.47	Paved	6.2
YD 1	0.103	0.027	0.85	0.076	0.21	0.38	29	1.72	0.13	46	7.17	Unpaved	3.8 *
YD 2	0.125	0.054	0.85	0.071	0.21	0.49	66	3.18	0.13	76	2.63	Unpaved	6
YD 3	0.414	0.070	0.85	0.343	0.21	0.32	29	1.72	0.13	204	2.00	Unpaved	5.1
YD 4	0.142	0.047	0.85	0.095	0.21	0.42	7	1.00	0.13	138	0.77	Unpaved	3.1*
YD 5	0.294	0.069	0.85	0.225	0.21	0.36	15	2.20	0.13	180	3.85	Unpaved	2.9*

DISCLAIMER:
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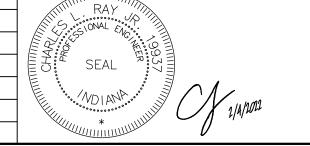


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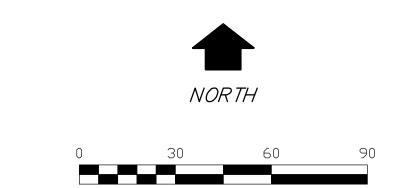
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DATE: 02/04/2	022					WATER
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VERT. SCALE: 1	N/A					EROSION
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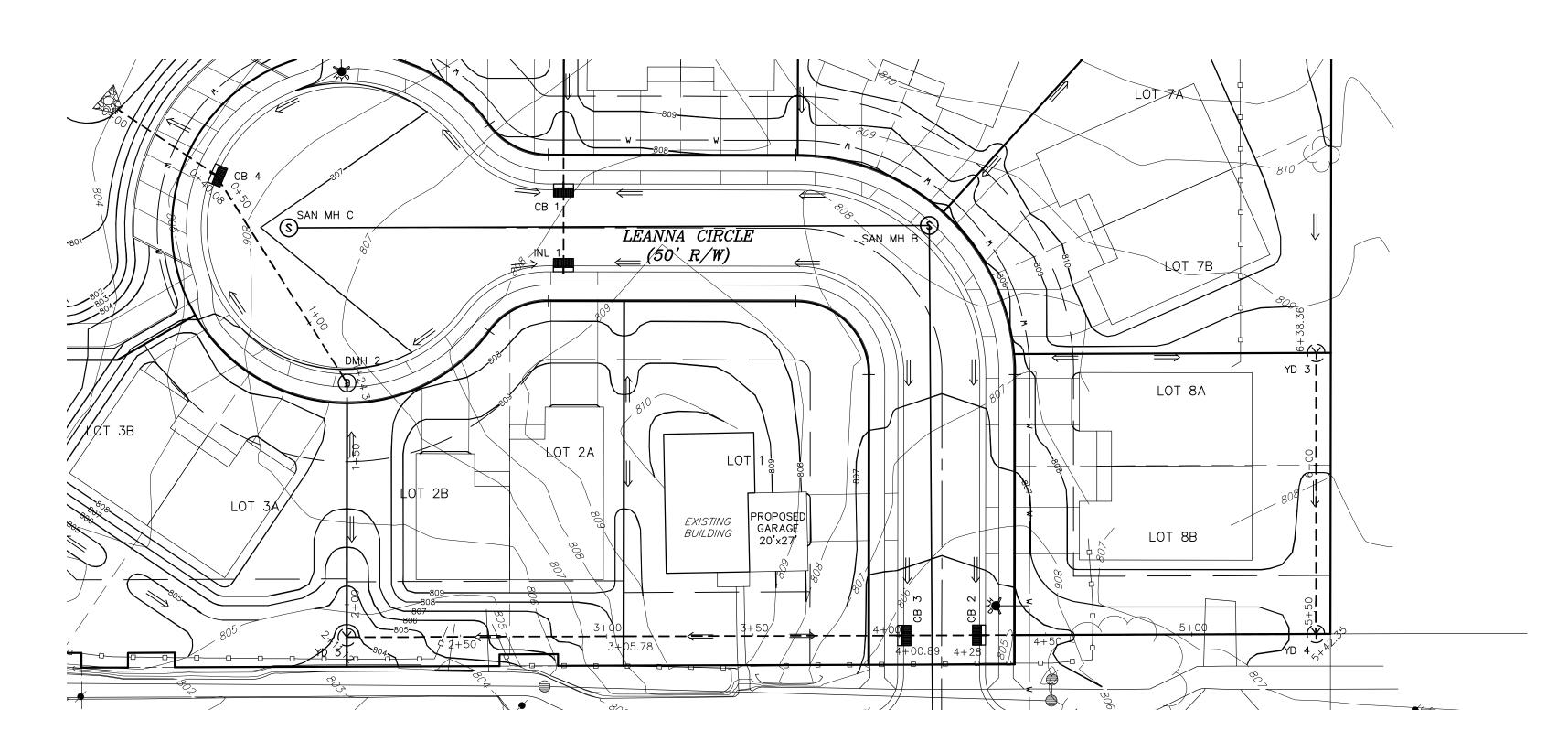


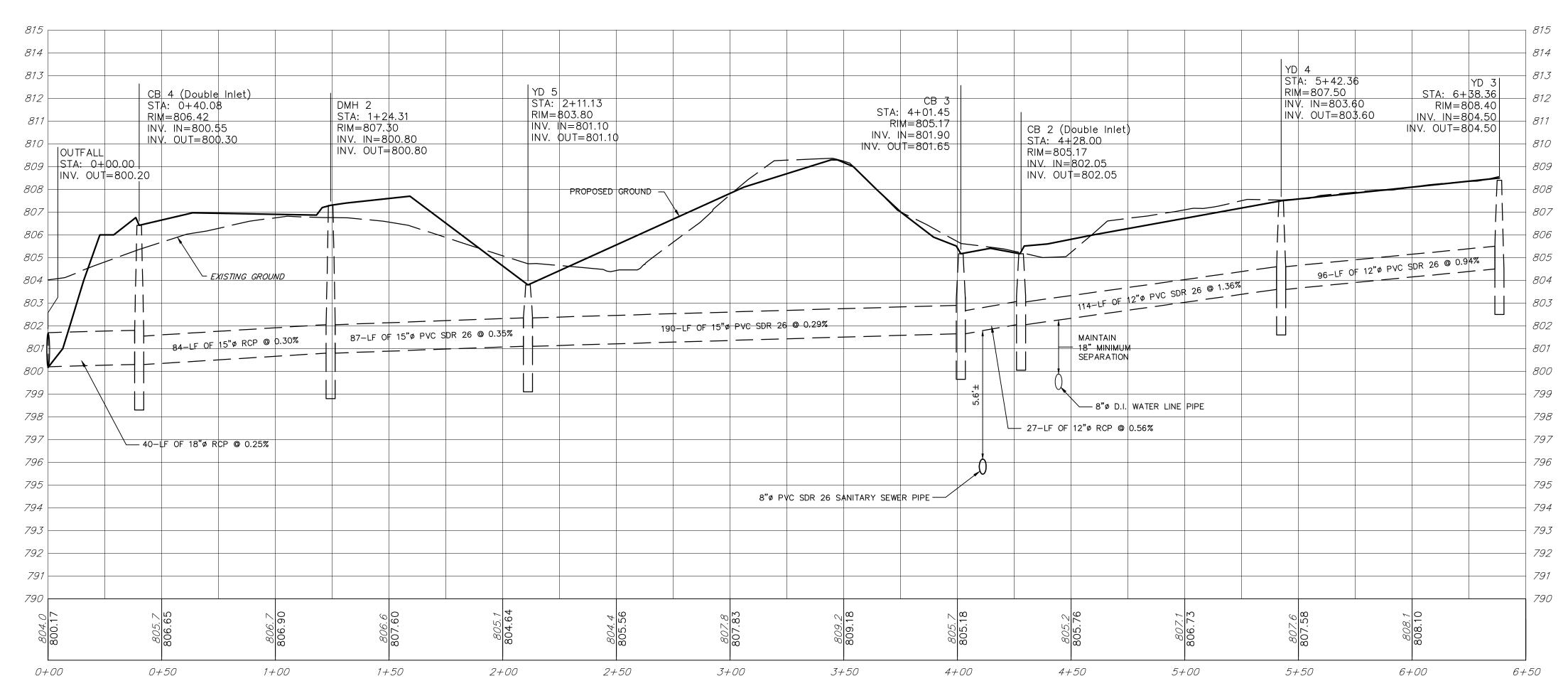
VALPARAISO			
JACKSON	CORNER	SUBDIVISION	

SHEET 8PROJECT 3014 NUMBER DRAWING NUMBER

3014-08







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OR A SURVEYOR LOCATION REPORT.

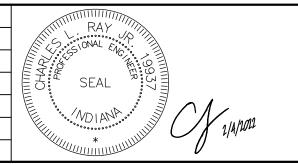


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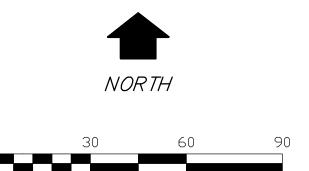
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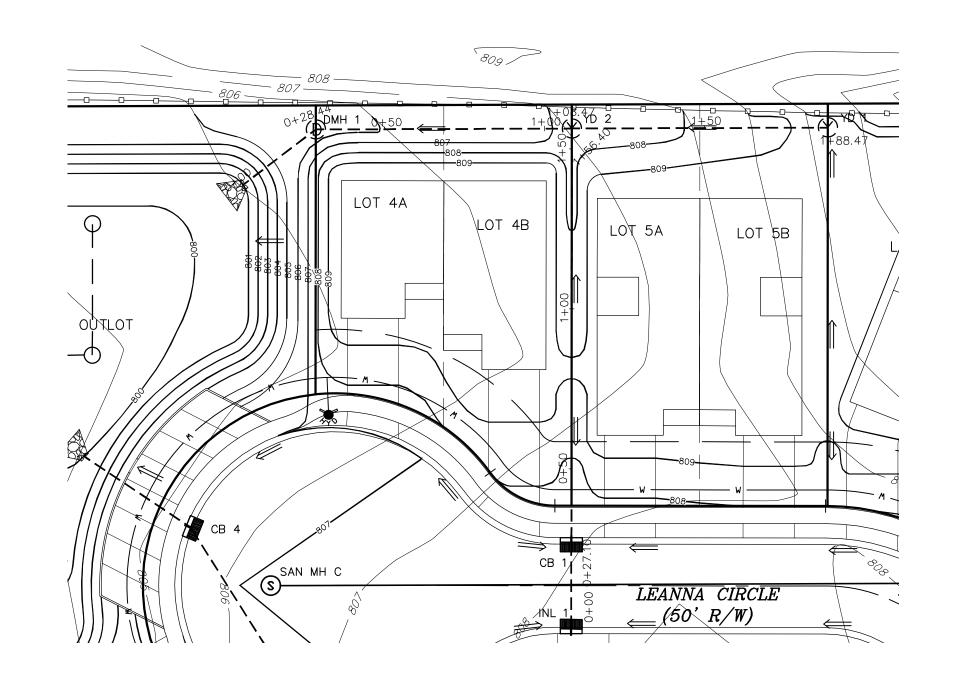
SHEET 9

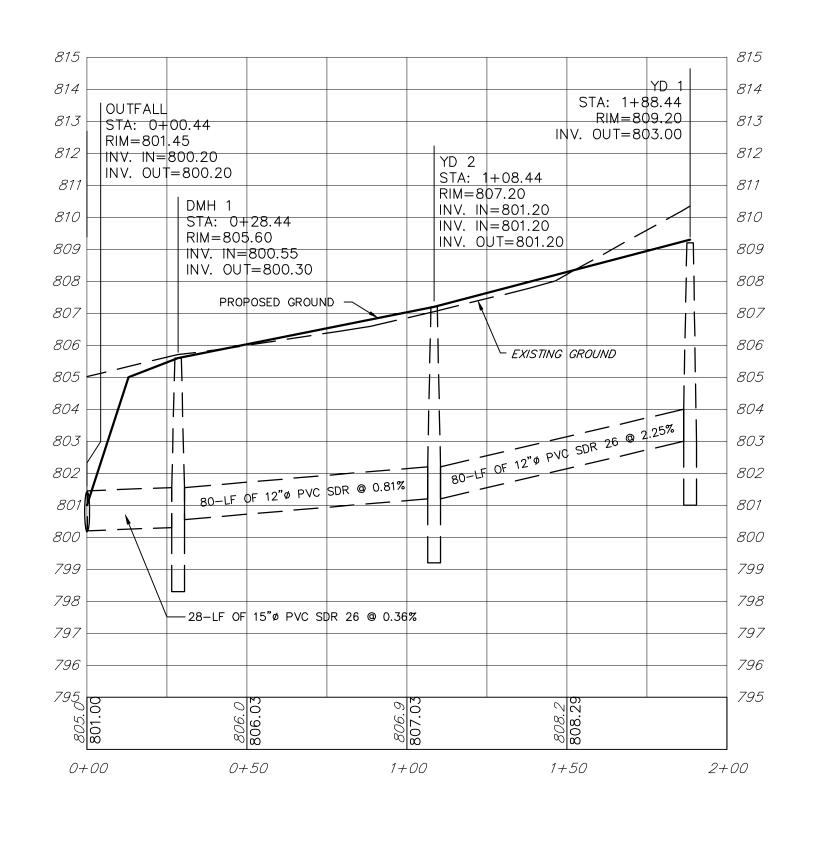
PROJECT 3014

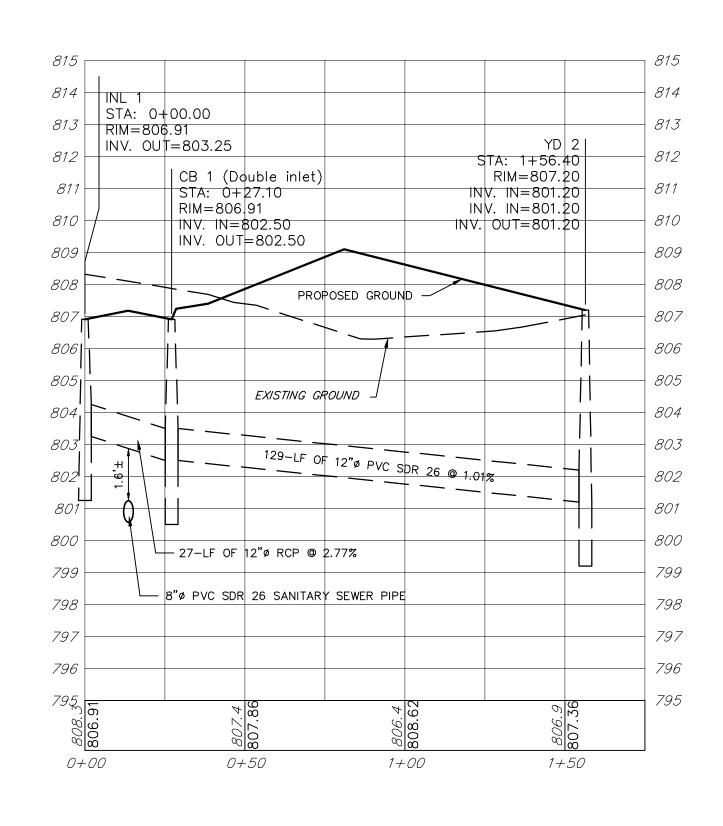
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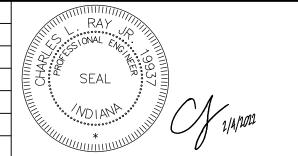


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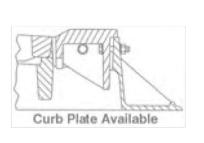
JACKSON CORNER SUBDIVISION	INDIANA	sheet 10
ONONSON CONNER SODDIVISION		PROJECT 3014 NUMBER
NORTH STORM SEWER SYSTEM		DRAWING NUMBER

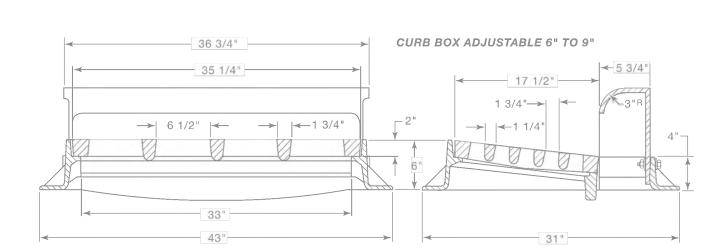
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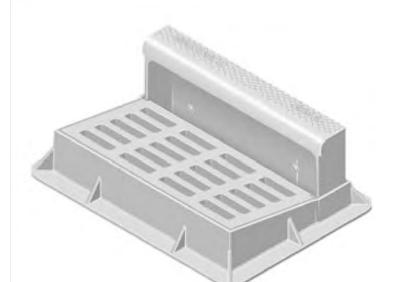
R-3246

Combination Inlet Frame, Grate, Curb Box

Heavy Duty





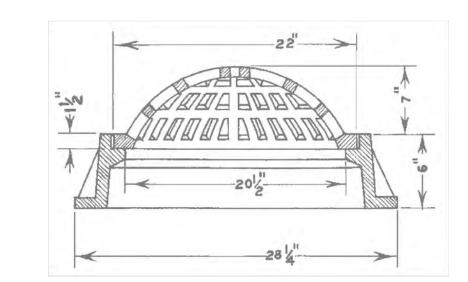


CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-3246	С	1.6	5.8
R-3246	L	2.1	5.8
R-3246	V	2.4	5.8

R-2510-A

Inlet Frame, Beehive Grate

CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-2510-A	Beehive	1.1	5.8



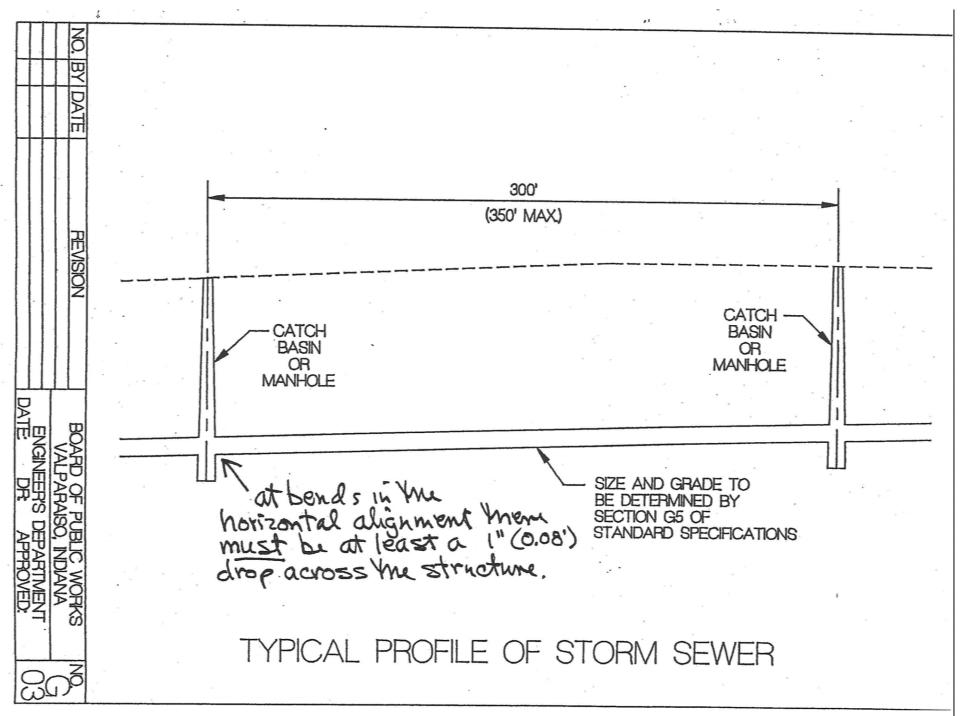


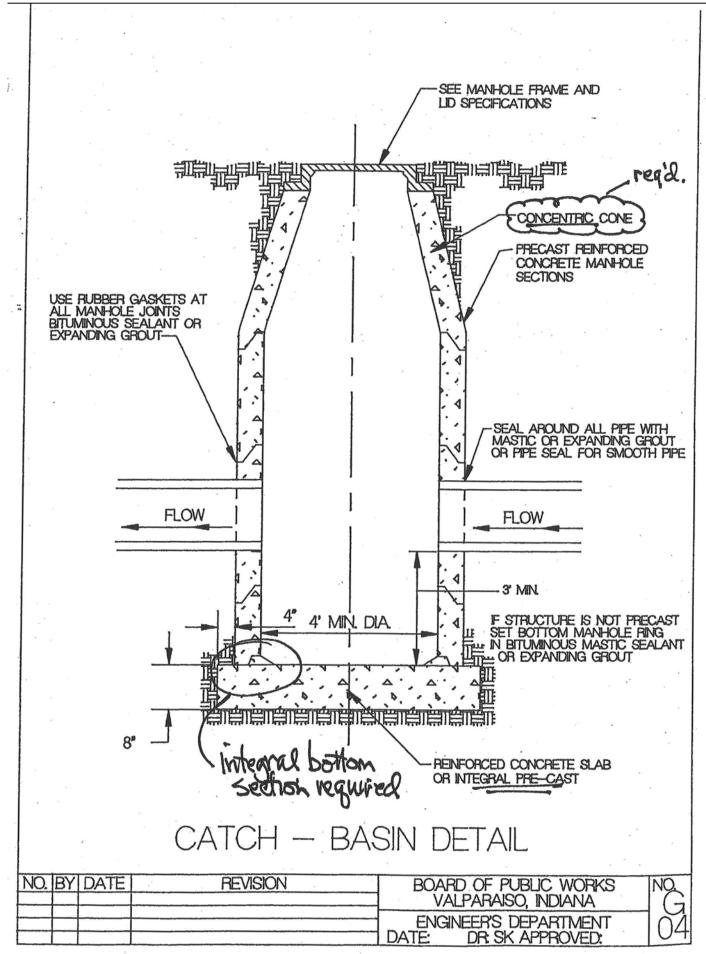
Structure	Table					
MHID	Inlet Type and Casting	RIM	INVERTIN	INVERT OUT	BOTTOM OF STRUCTURE	STRUCTURE DIAMETER
DMH 1	Neenah R-2502	805.60	800.55	800.30	798.30	4 FT
DMH 2	Neenah R-2502	807.30	800.80	800.80	798.80	4 FT
CB 1	(2) Neenah R-3246-C	805.17	802.50	802.50	800.50	4 FT *
CB 2	(2) Neenah R-3246-C	805.17	802.05	802.05	800.05	4 FT *
CB 3	Neenah R-3246-C	804.91	801.90	801.65	799.65	4 FT
CB 4	(2) Neenah R-3246-C	806.42	800.55	800.30	798.30	4 FT *
INL 1	Neenah R-3246-C	806.91	-	803.25	801.25	3 FT
YD 1	Neenah R-2510-A Beehive	809.20	1.27	803.00	801.00	4 FT
YD 2	Neenah R-2510-A Beehive	807.20	801.20	801.20	799.20	4 FT
YD 3	Neenah R-2510-A Beehive	808.40		804.50	802.50	3 FT
YD 4	Neenah R-2510-A Beehive	807.50	803.60	803.60	801.60	3 FT
YD 5	Neenah R-2510-A Beehive	803.80	801.10	801.10	799.10	4 FT

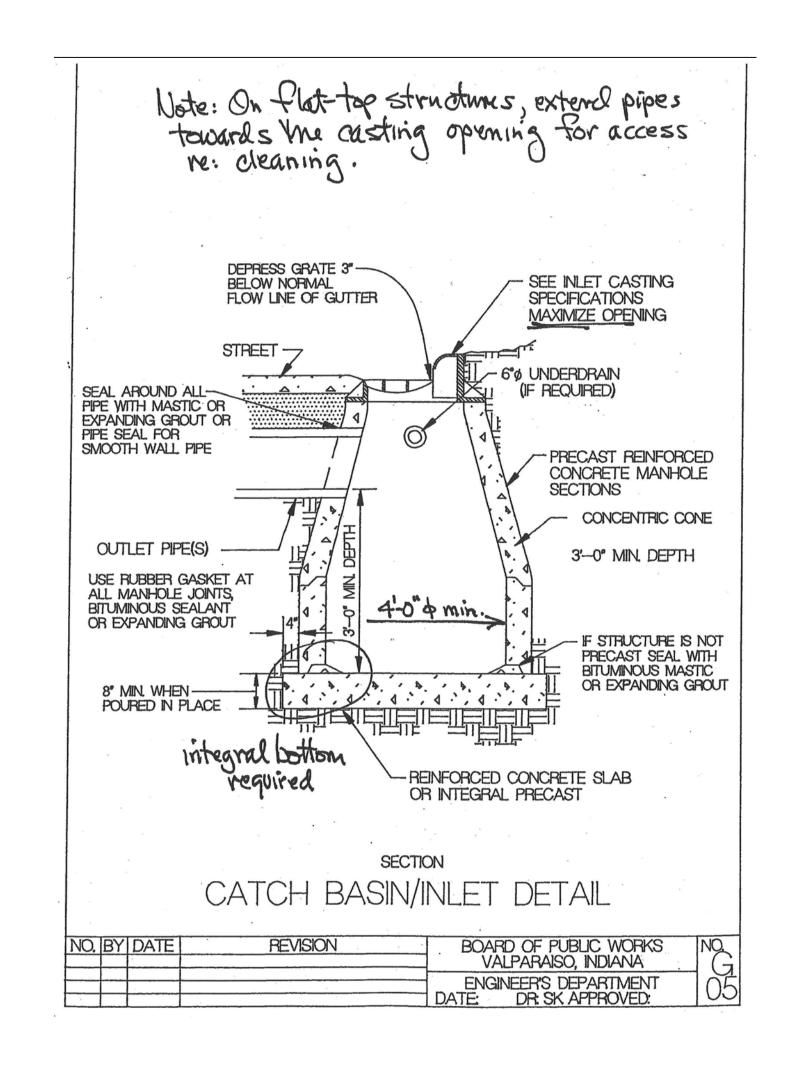
AMETER	1	Outfall-DMH 1	
4 FT	2	DMH 1 - YD 2	
4 FT	3	YD 2 - YD 1	
1 FT *	4	YD 2 - CB 1	
1 FT *	5	CB 1 - INL 1	
4 FT	6	Outfall - CB 4	
1 FT *	7	CB 4 - DMH 2	
3 FT	8	DMH 2 - YD 5	
4 FT	9	YD 5 - CB 3	
4 FT	10	CB 3 - CB 2	
3 FT	11	CB 2 - YD 4	
3 FT	12	YD 4 - YD 3	

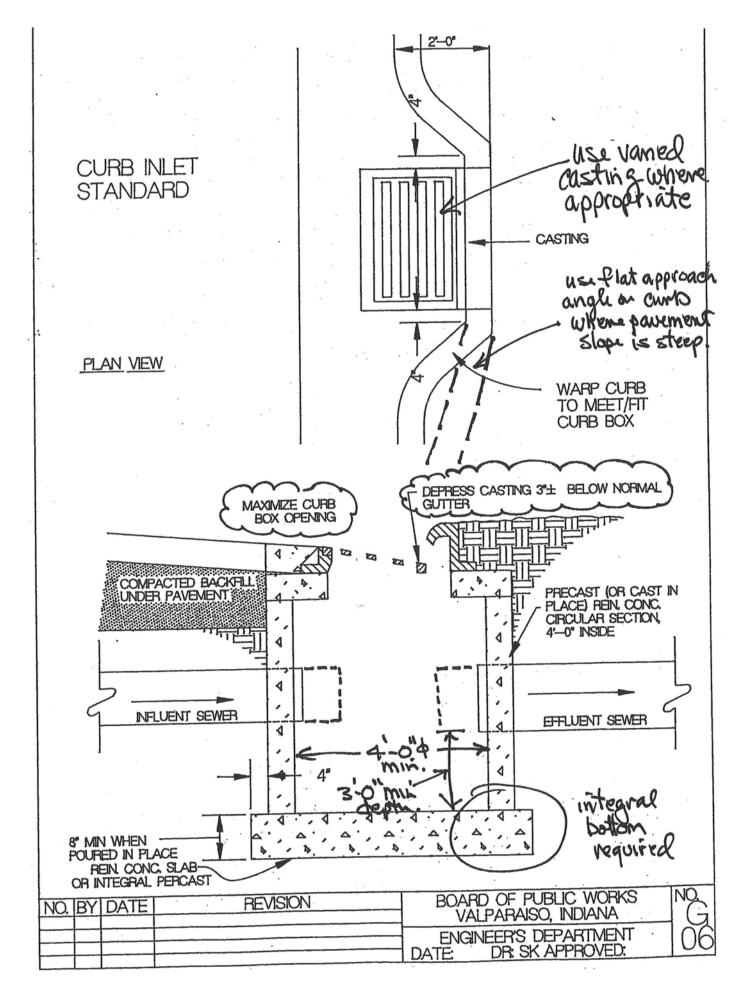
* Structure	to	be	verified	by	contractor
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LINE	PIPE I.D.	SIZE (IN)	LENGTH (FT)	SLOPE (%)	UPPER INVERT	LOWER INVERT	UPPER RIM	LOWER RIM	MATERIAL
1	Outfall-DMH 1	15	28	0.36	800.3	800.2	805.6		PVC SDR 26
2	DMH 1 - YD 2	12	80	0.81	801.2	800.55	807.2	805.6	PVC SDR 26
3	YD 2 - YD 1	12	80	2.25	803	801.2	809.2	807.2	PVC SDR 26
4	YD 2 - CB 1	12	129	1.01	802.5	801.2	806.91	807.2	PVC SDR 26
5	CB 1 - INL 1	12	27	2.77	803.25	802.5	806.91	806.91	RCP
6	Outfall - CB 4	18	40	0.25	800.3	800.2	806.42	1	PVC SDR 26
7	CB 4 - DMH 2	15	84	0.3	800.8	800.55	807.3	806.42	RCP
8	DMH 2 - YD 5	15	87	0.35	801.1	800.8	803.8	807.3	PVC SDR 26
9	YD 5 - CB 3	15	190	0.29	801.65	801.1	805.17	803.8	PVC SDR 26
10	CB 3 - CB 2	12	27	0.54	802.05	801.9	805.17	805.17	RCP
11	CB 2 - YD 4	12	114	1.36	803.6	802.05	807.5	805.17	PVC SDR 26
12	YD 4 - YD 3	12	96	0.94	804.5	803.6	808.4	807.5	PVC SDR 26









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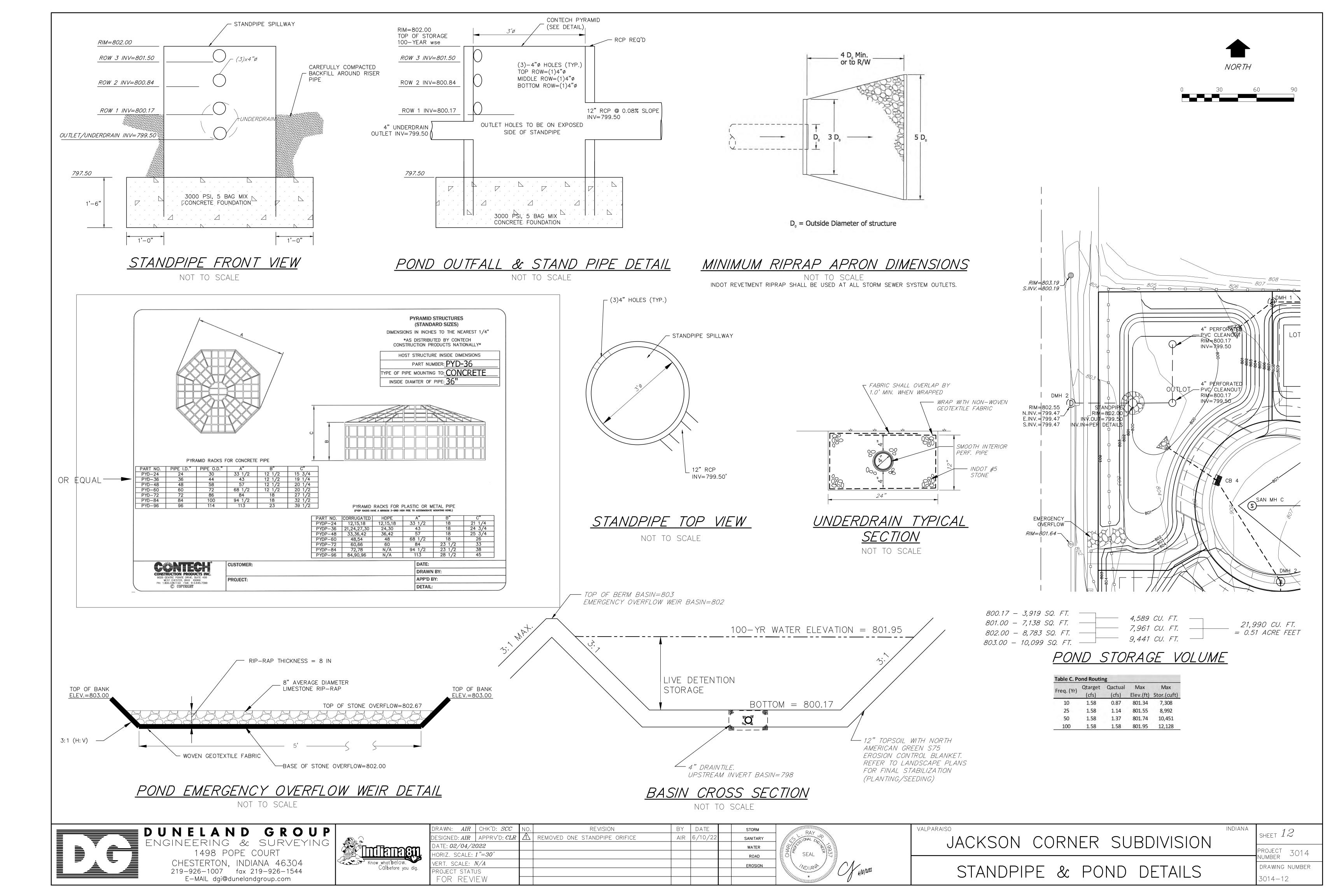
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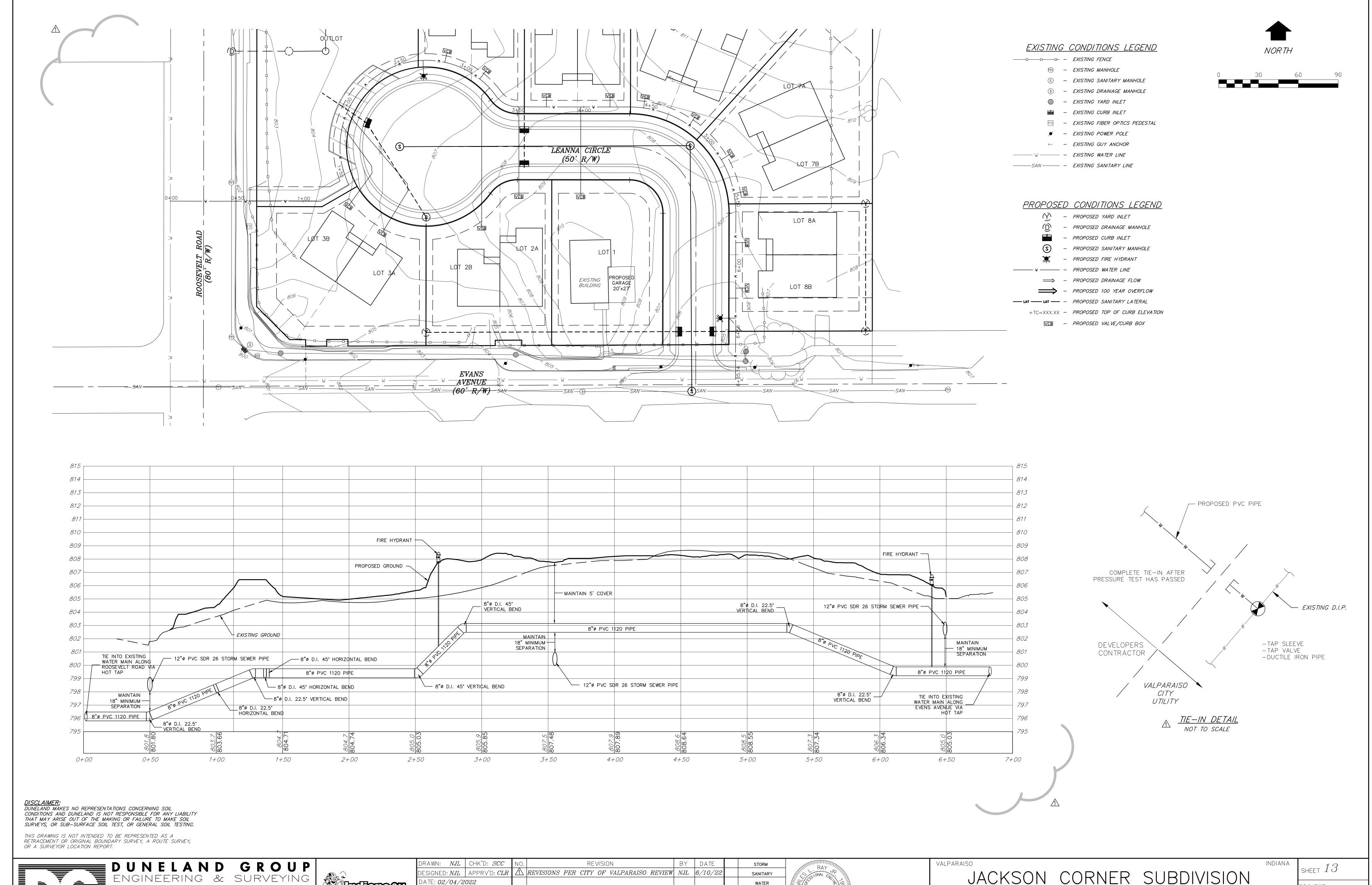


ALPARAISO			INDIANA
JACKSON	CORNER	SUBDIVISION	

3014-11

CASTING DETAILS





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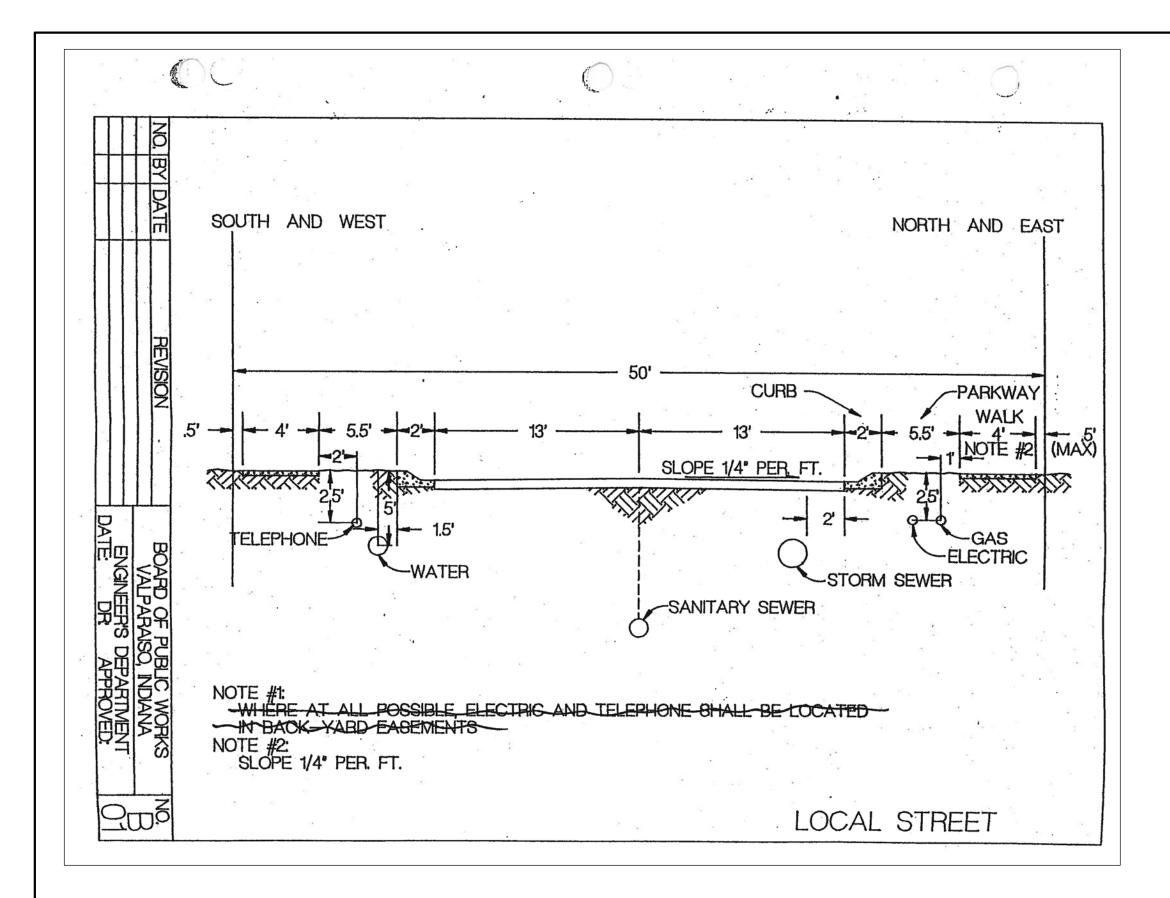
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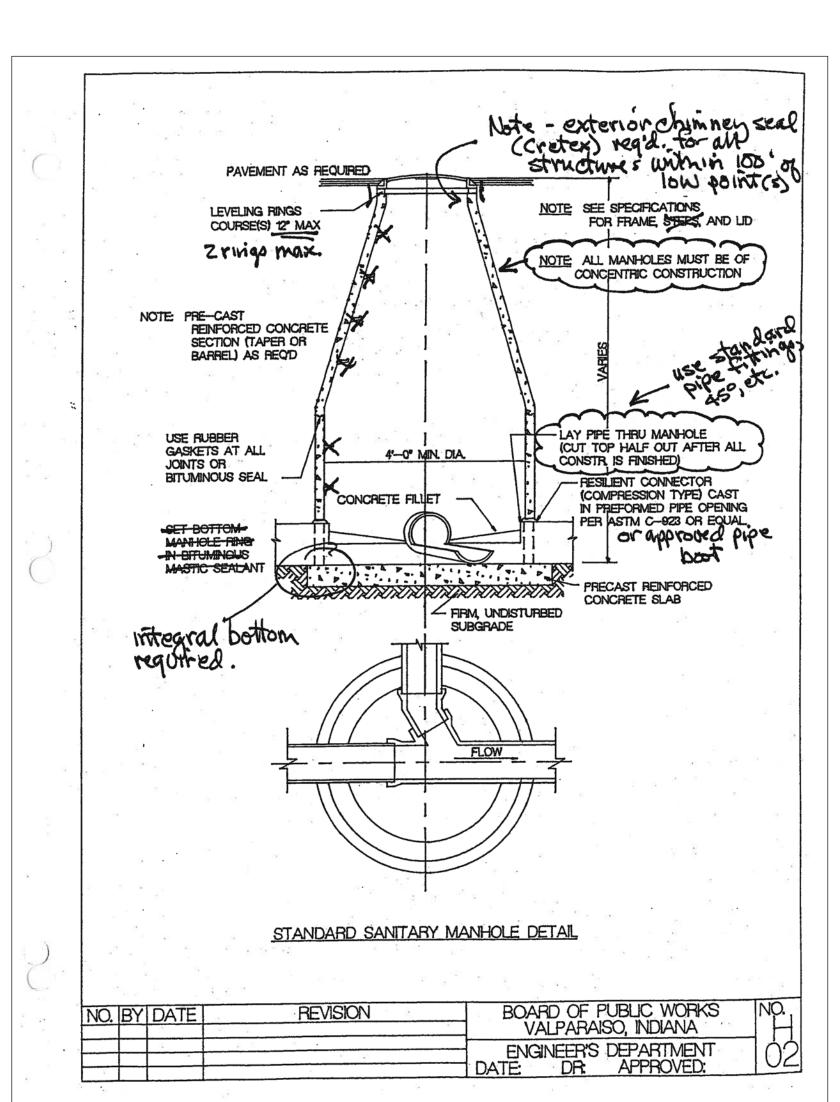
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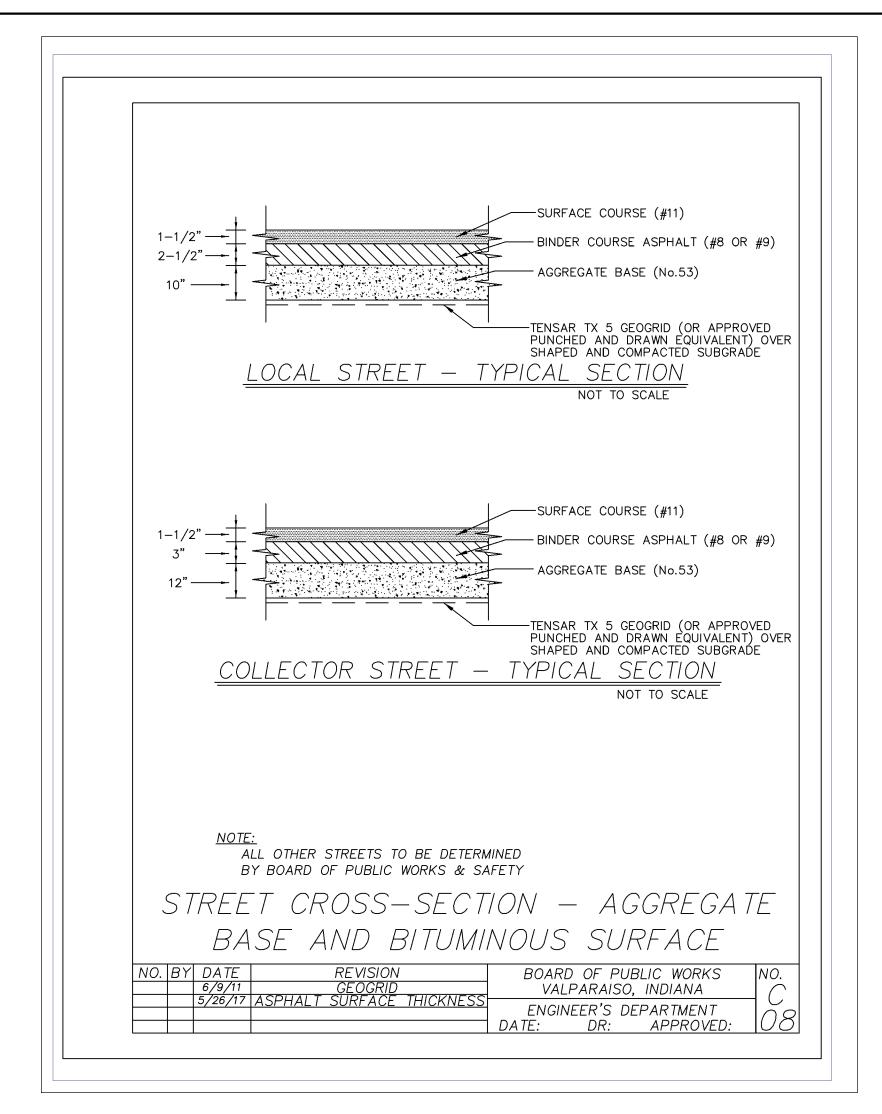
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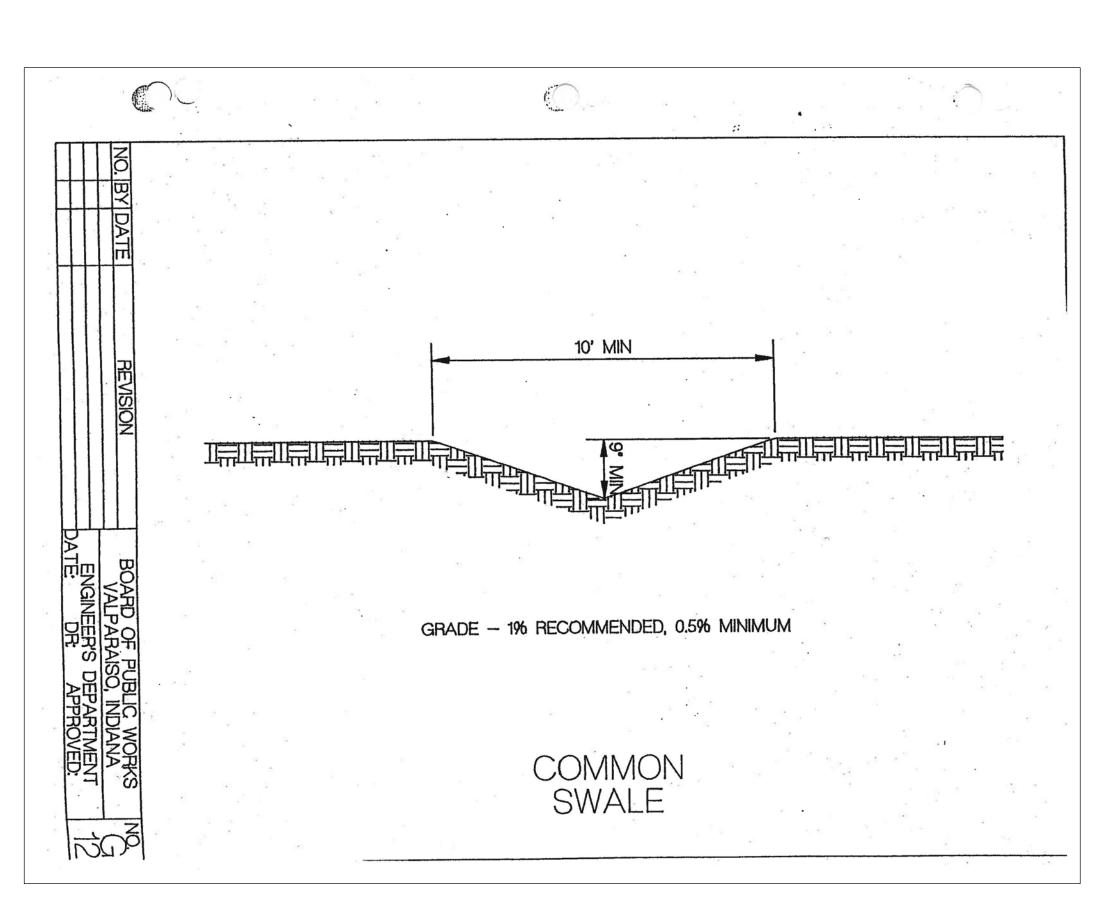
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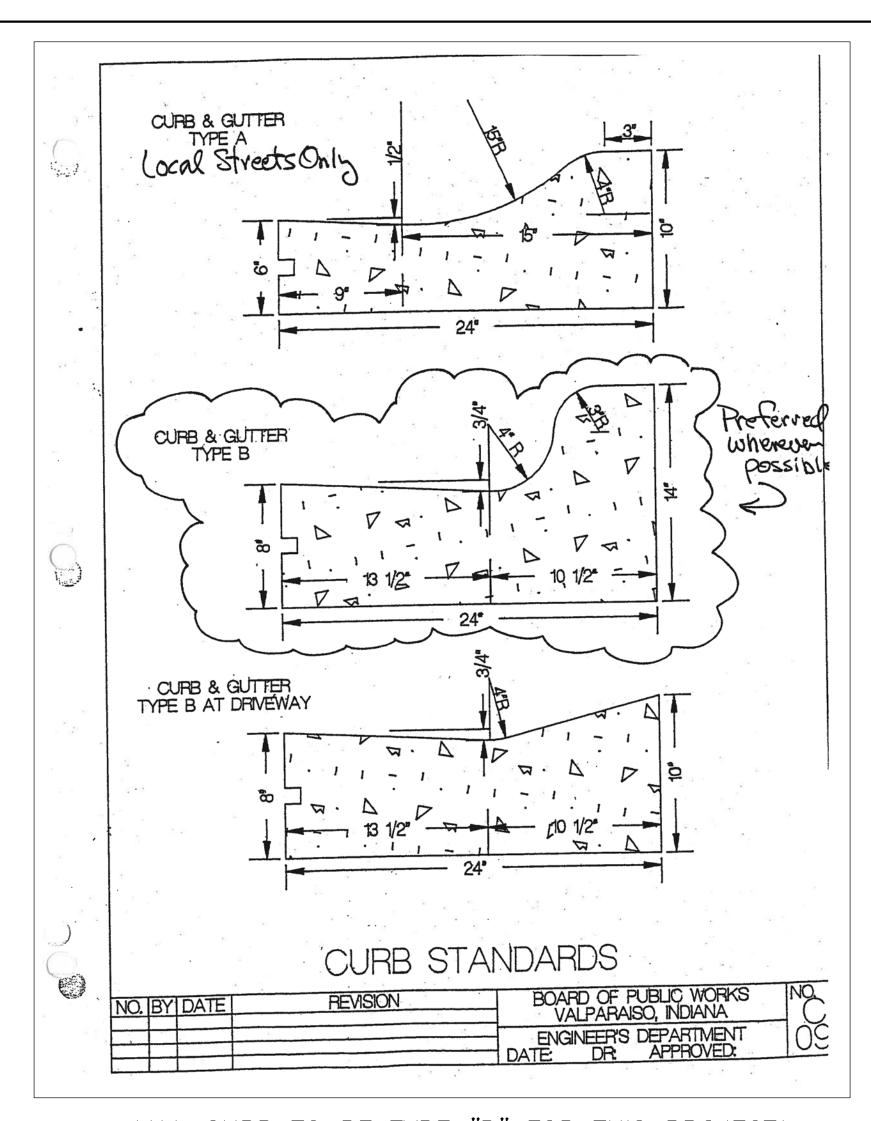
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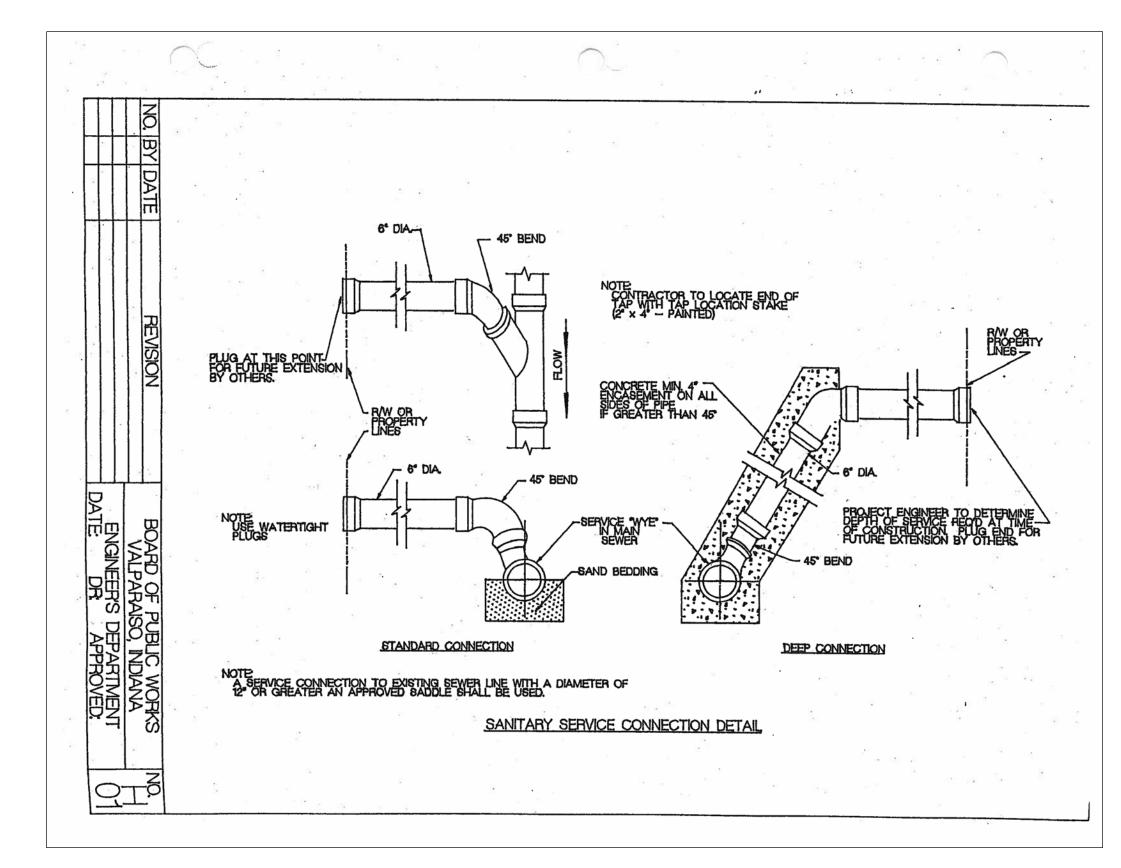








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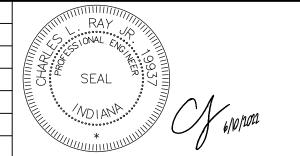


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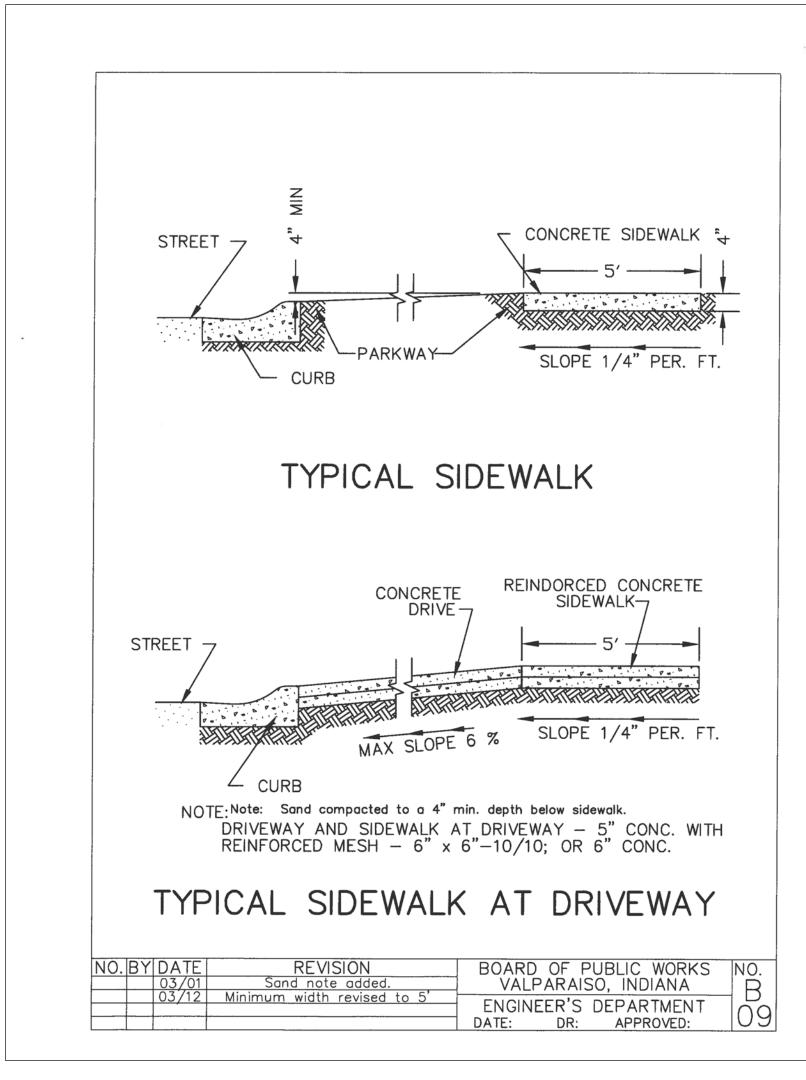
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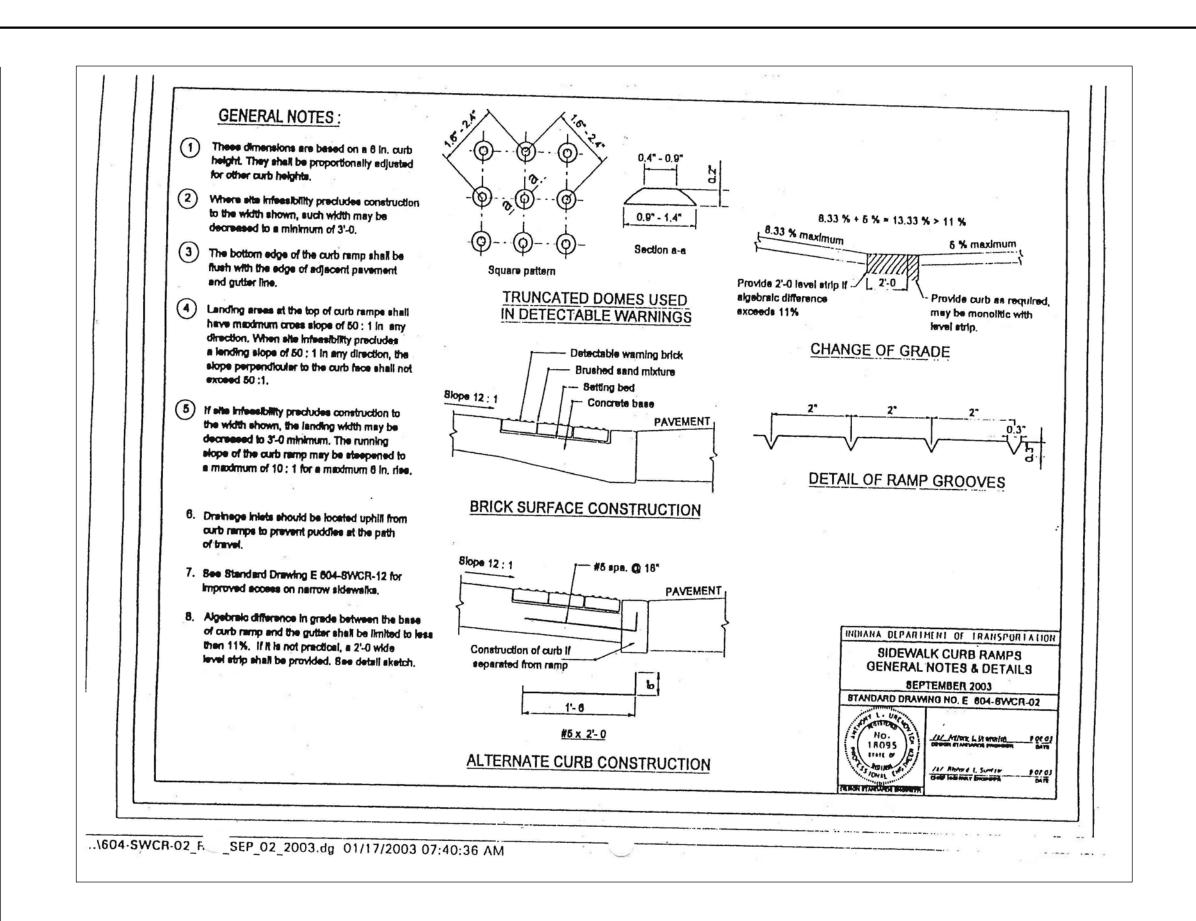
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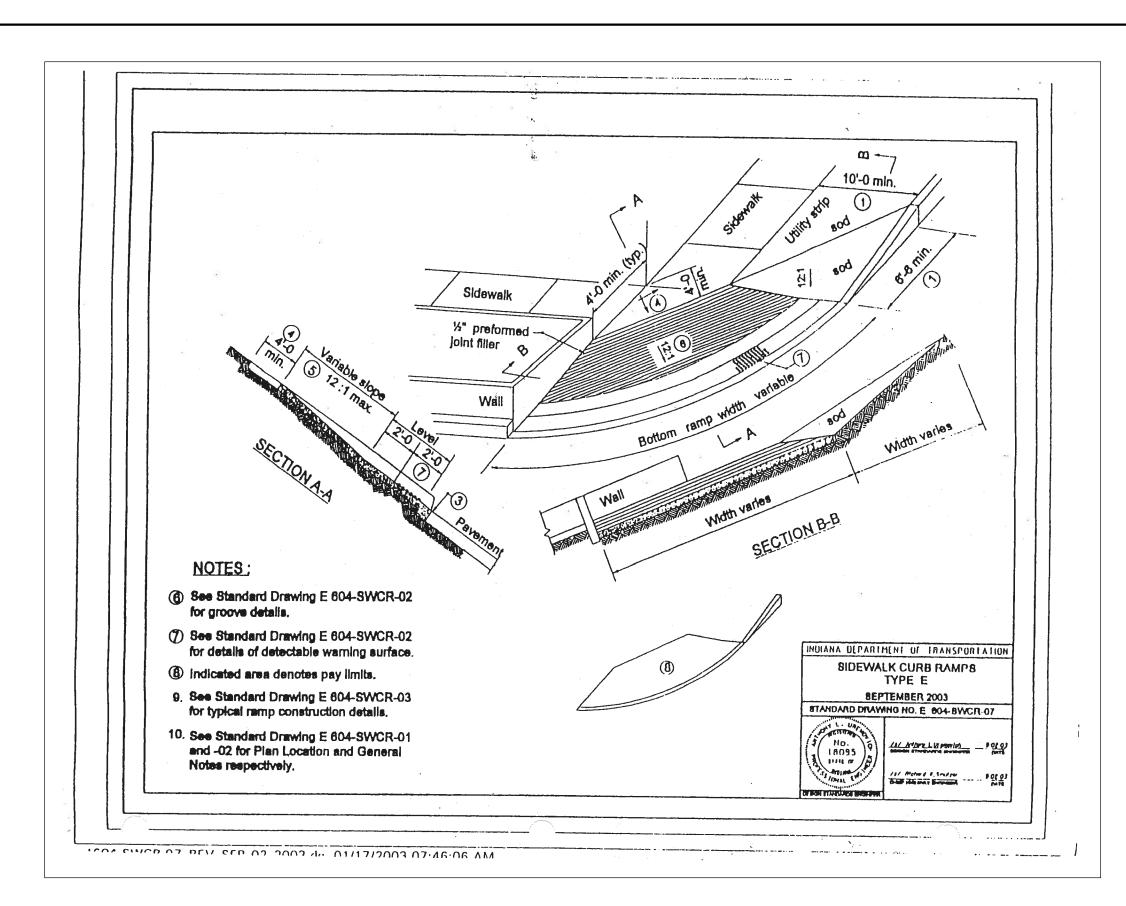
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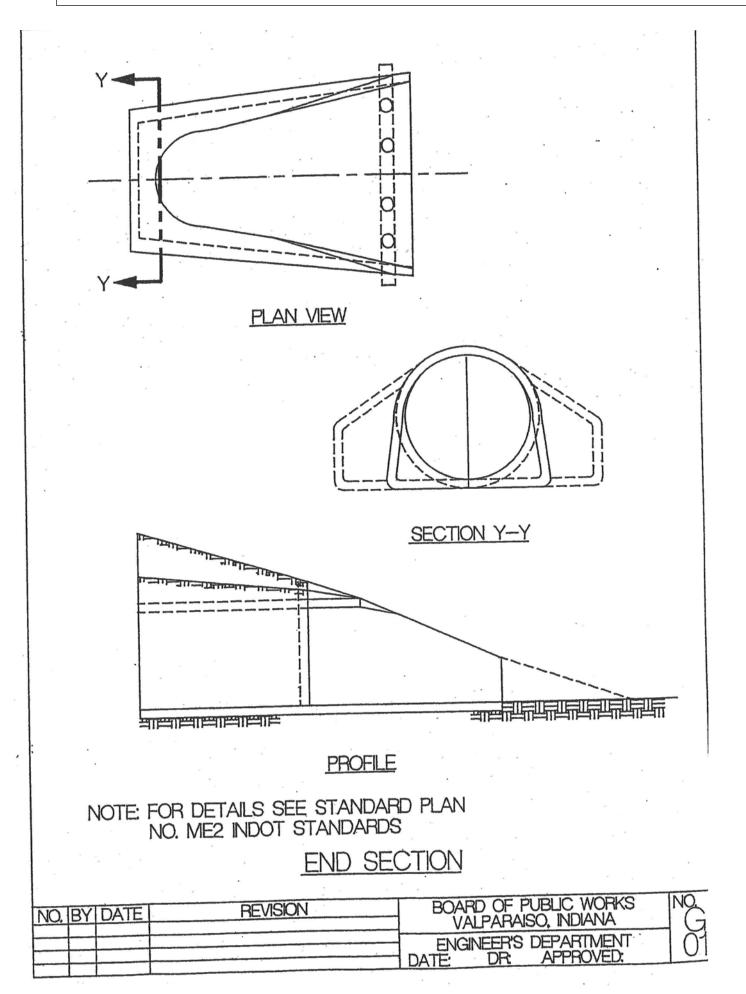
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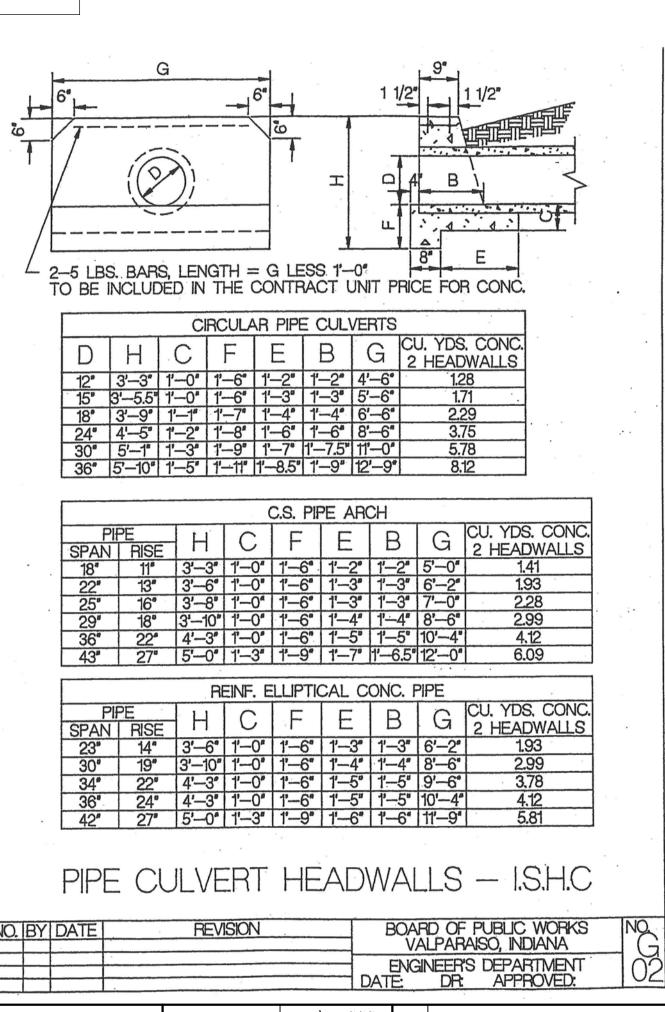
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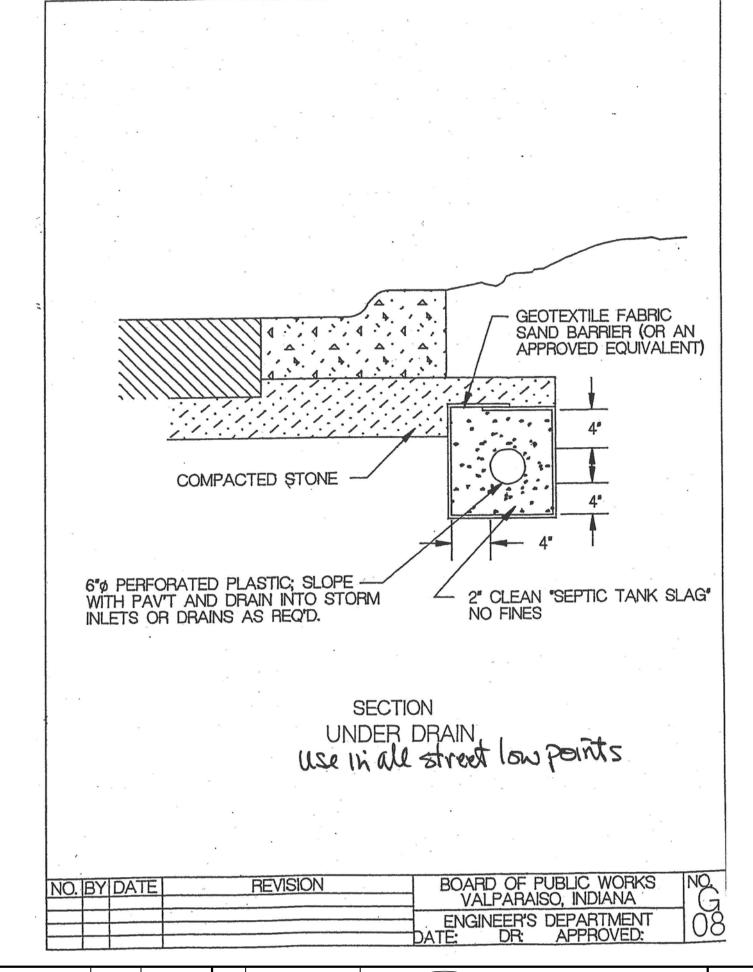




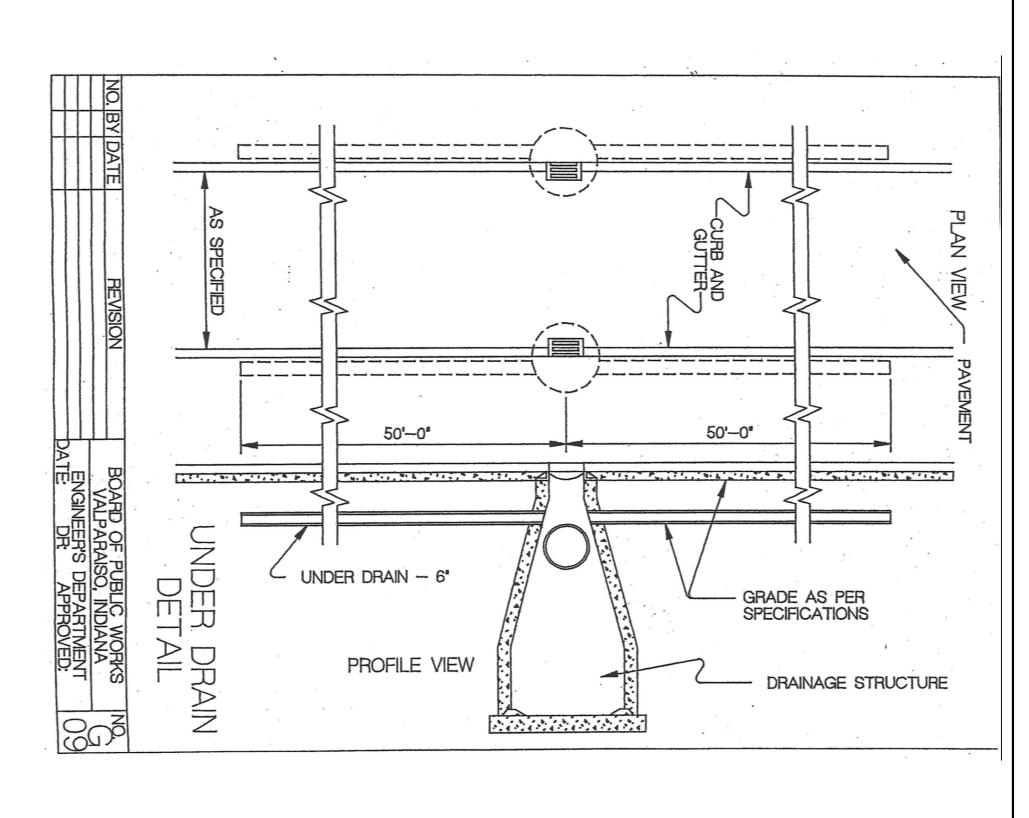








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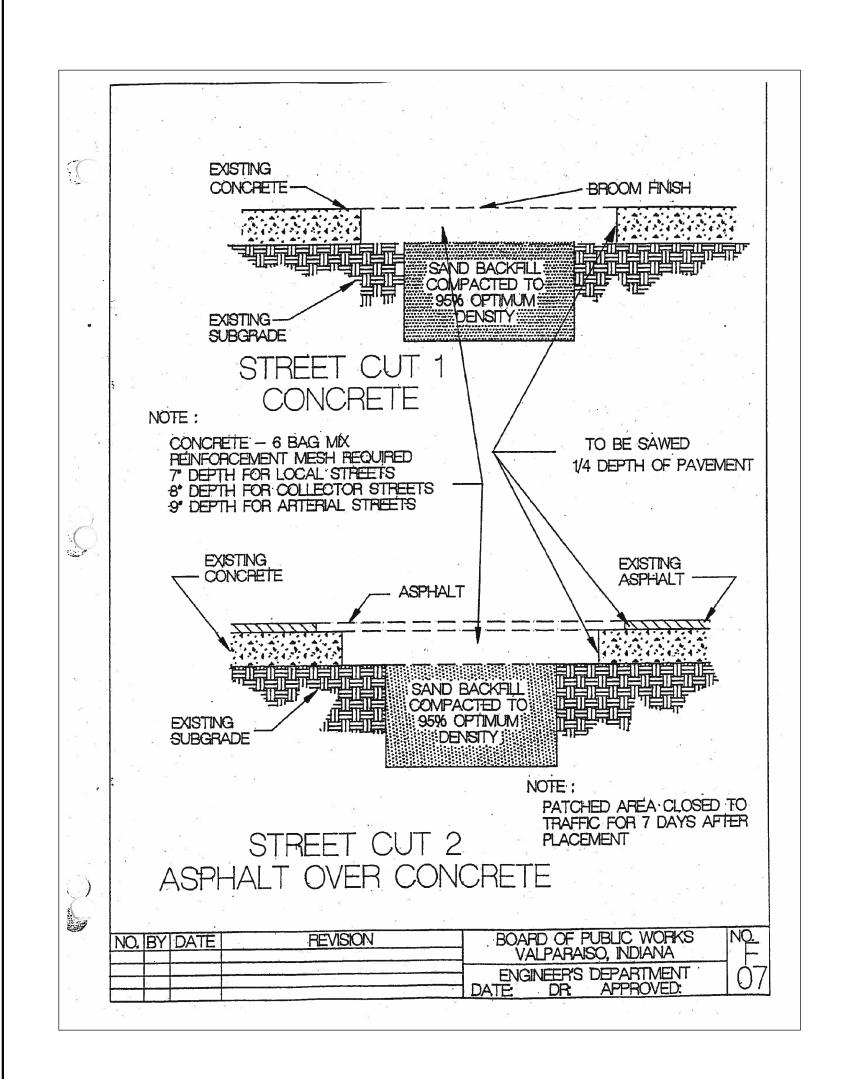


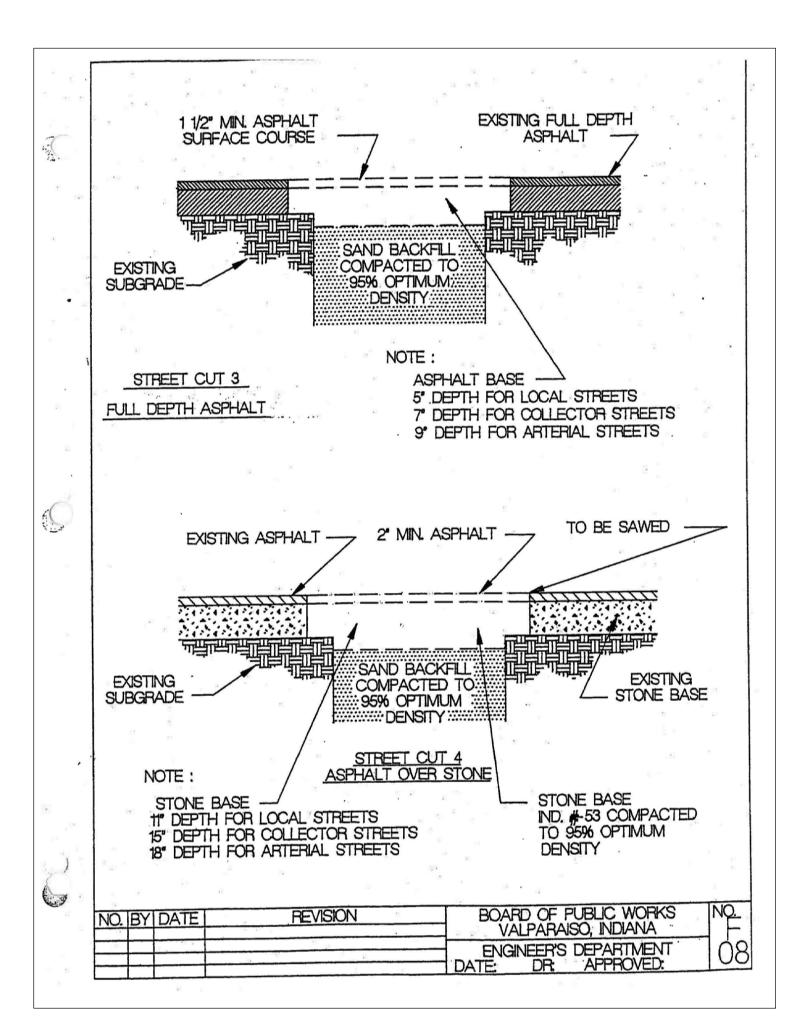
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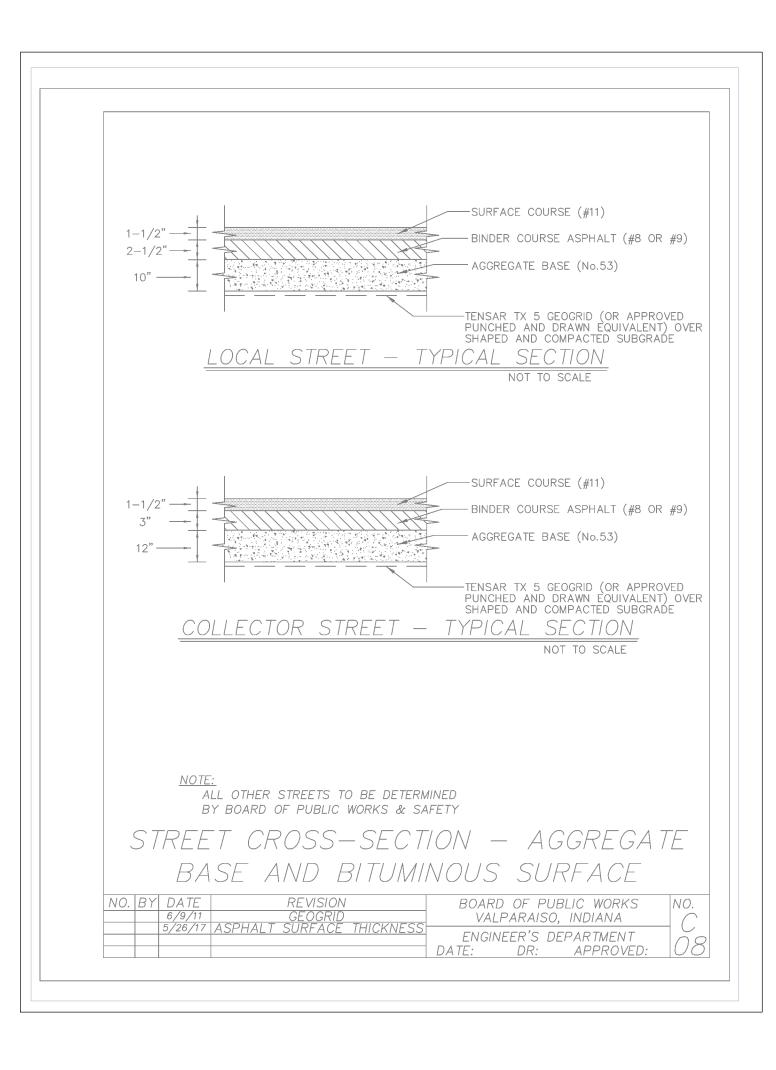
JACKSON CORNER SUBDIVISION

STANDARD DETAILS

SHEET 15
PROJECT 3014
DRAWING NUMBER
3014-15







PAVEMENT RESTORATION NOTES:

1. IN THE AREAS WHERE THE WORK IS TO COMMENCE, THE

LAID OUT IN THE VALPARAISO STREET CUT DETAILS.

SHOWN IN THE STREET CROSS SECTION DETAIL.

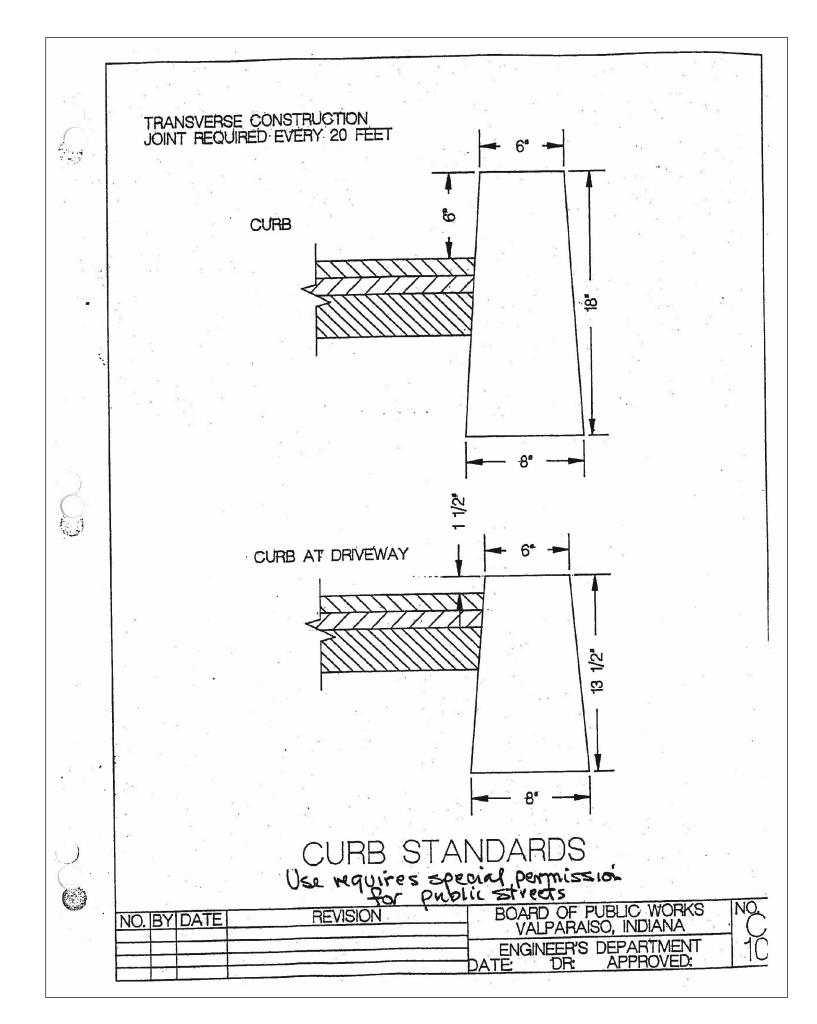
3. ROADWAY STRIPES IN AREAS WHERE PAVEMENT WAS

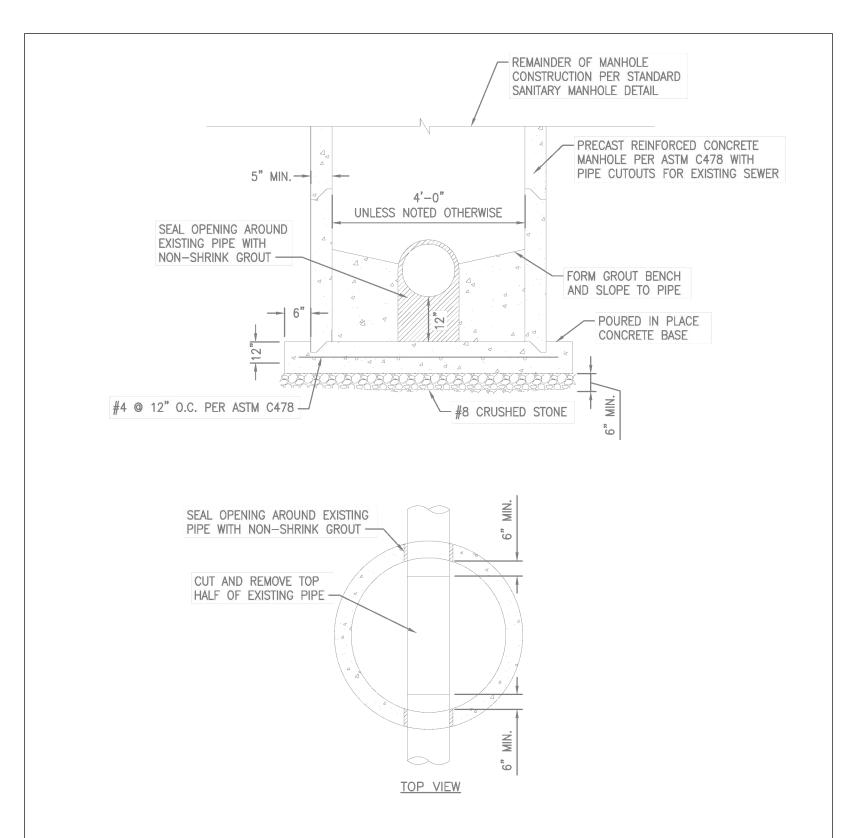
MATCH THE EXISTING ROADWAY.

2. ROADWAYS WILL BE RESTORED TO MATCH THE CONDITIONS

REMOVED AND THEN REPLACED WILL BE RE-PAINTED TO

EXISTING PAVEMENT WILL BE CUT TO THE SPECIFICATIONS





DOGHOUSE MANHOLE DETAIL

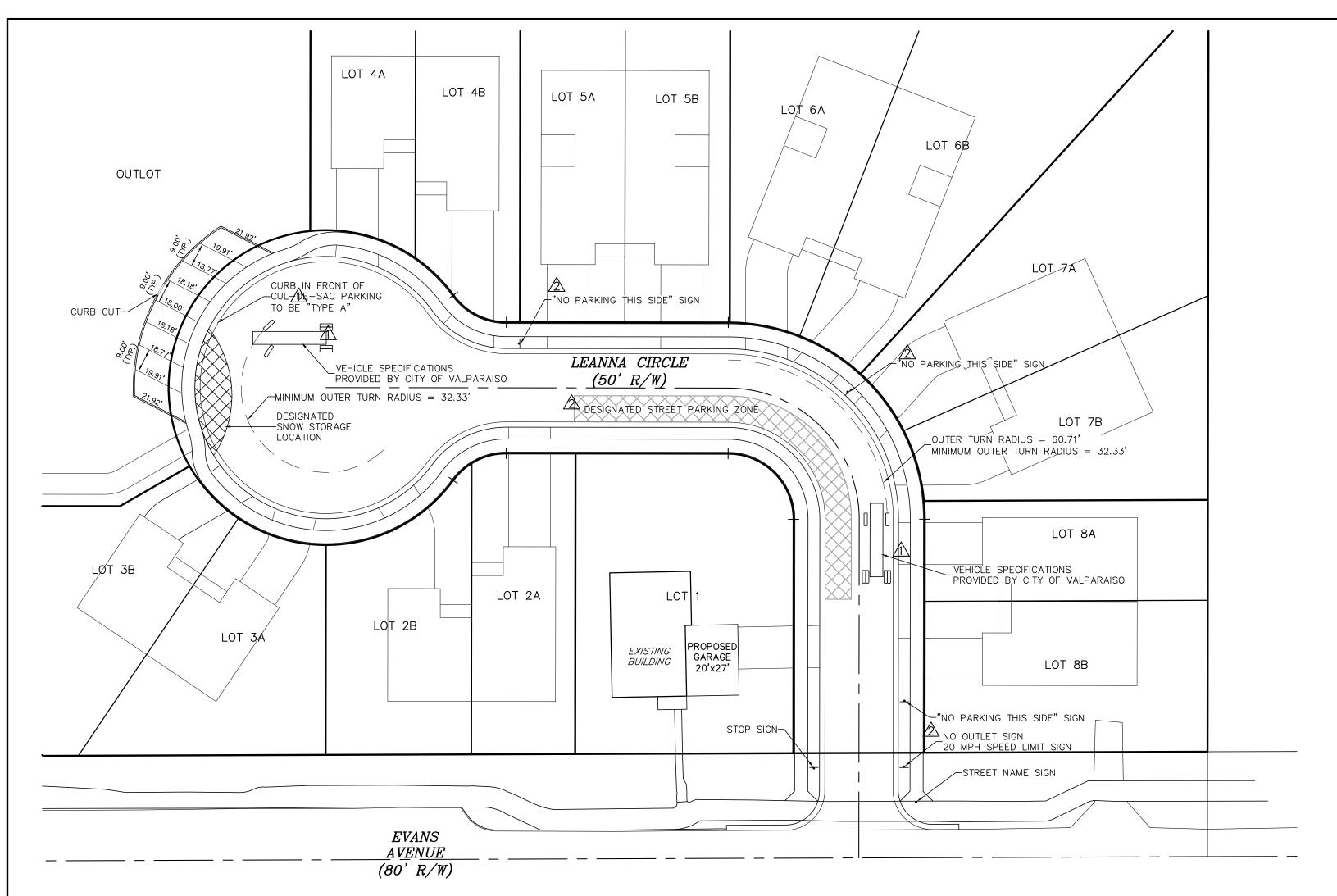
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JACKSON CORNER SUBDIVISION STANDARD DETAILS

SHEET 16 UMBER DRAWING NUMBER 3014-16

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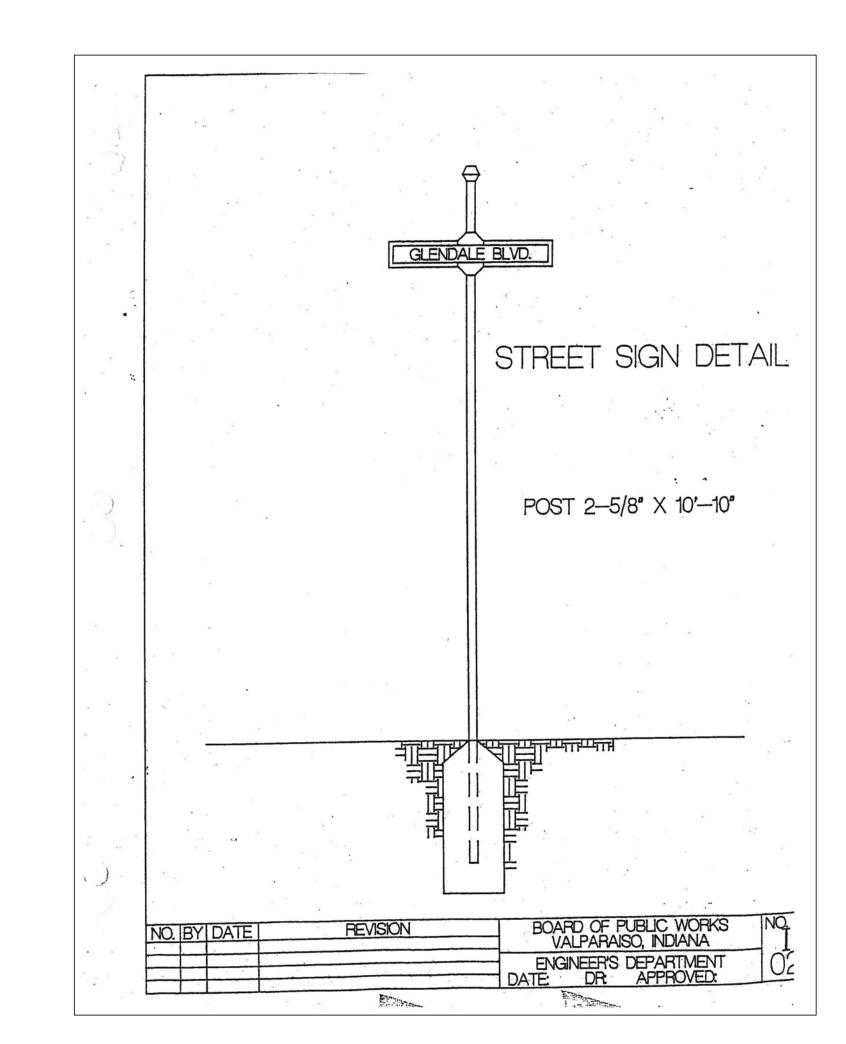


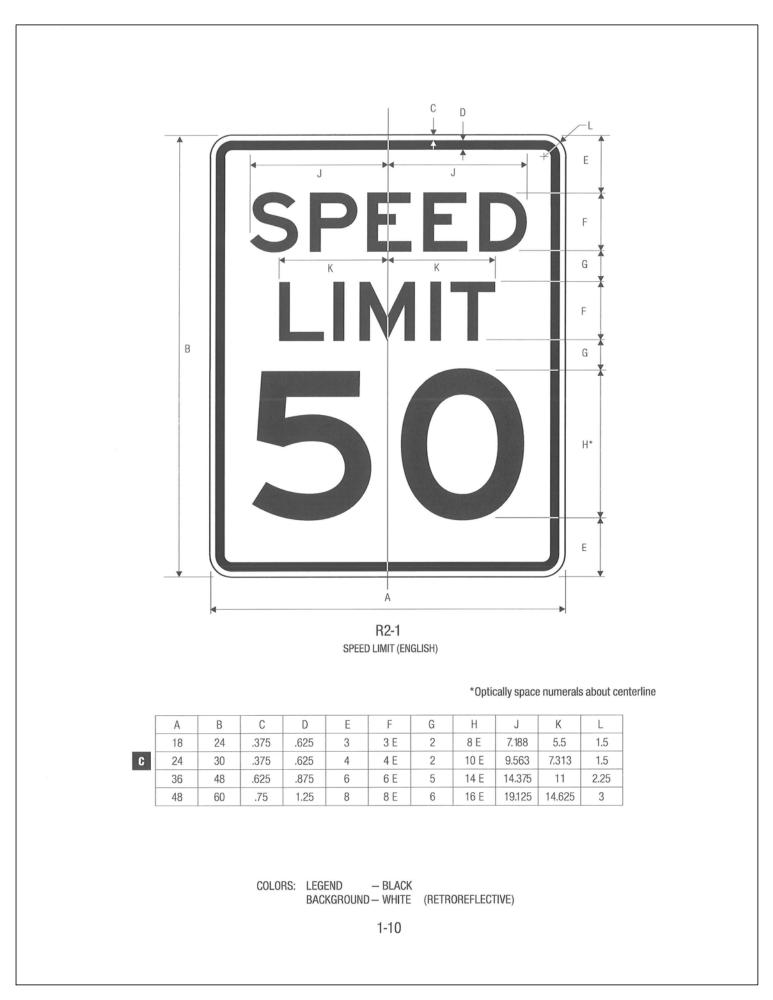


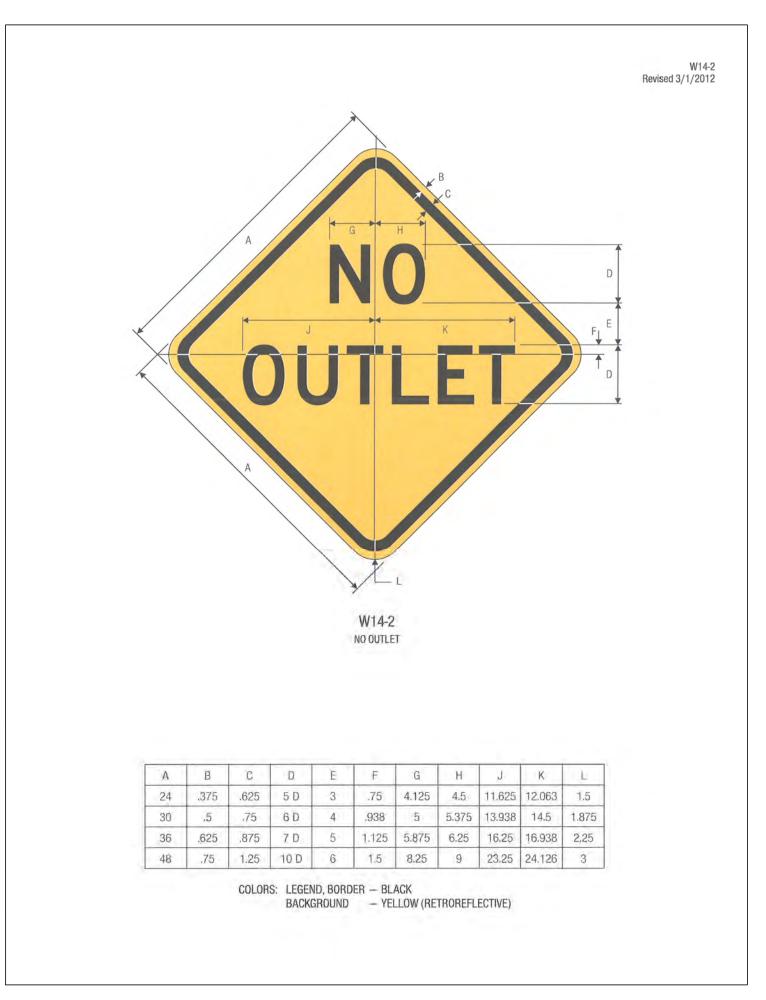
THAT MAY ARISE OUT OF THE MAKING OR FAILURE TO MAKE SOIL SURVEYS, OR SUB-SURFACE SOIL TEST, OR GENERAL SOIL TESTING.

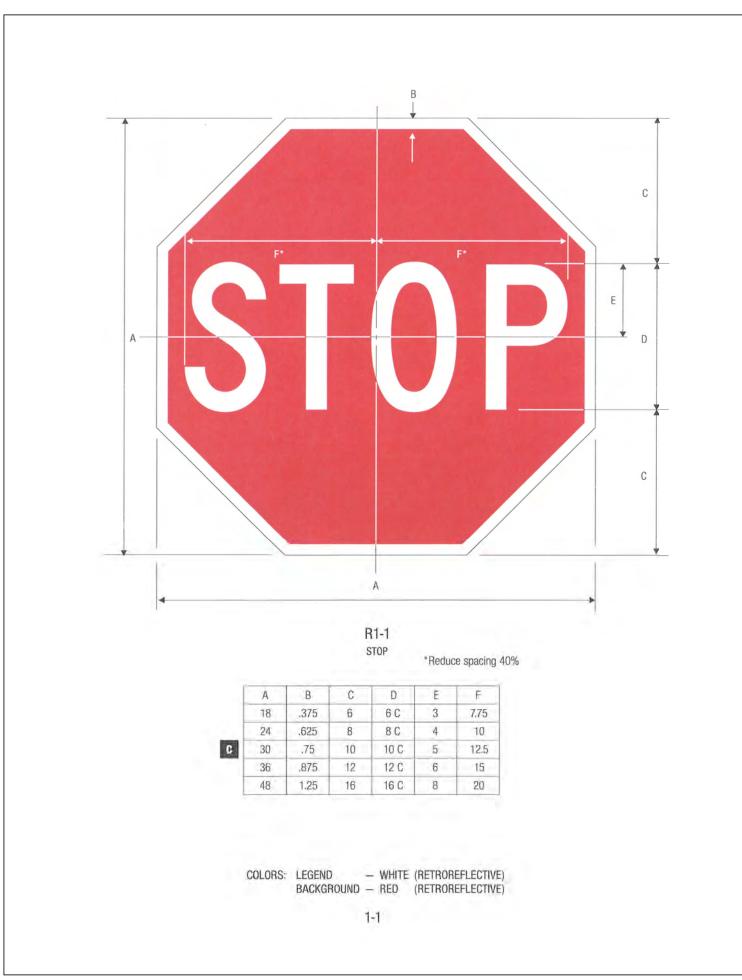
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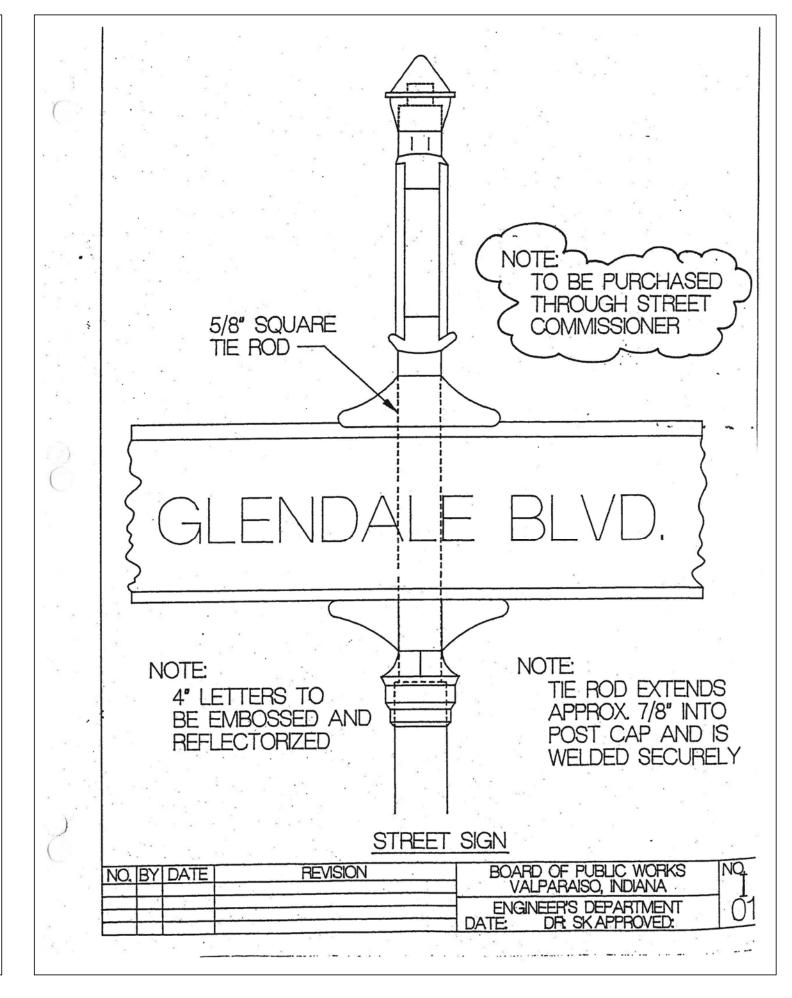
OR A SURVEYOR LOCATION REPORT.













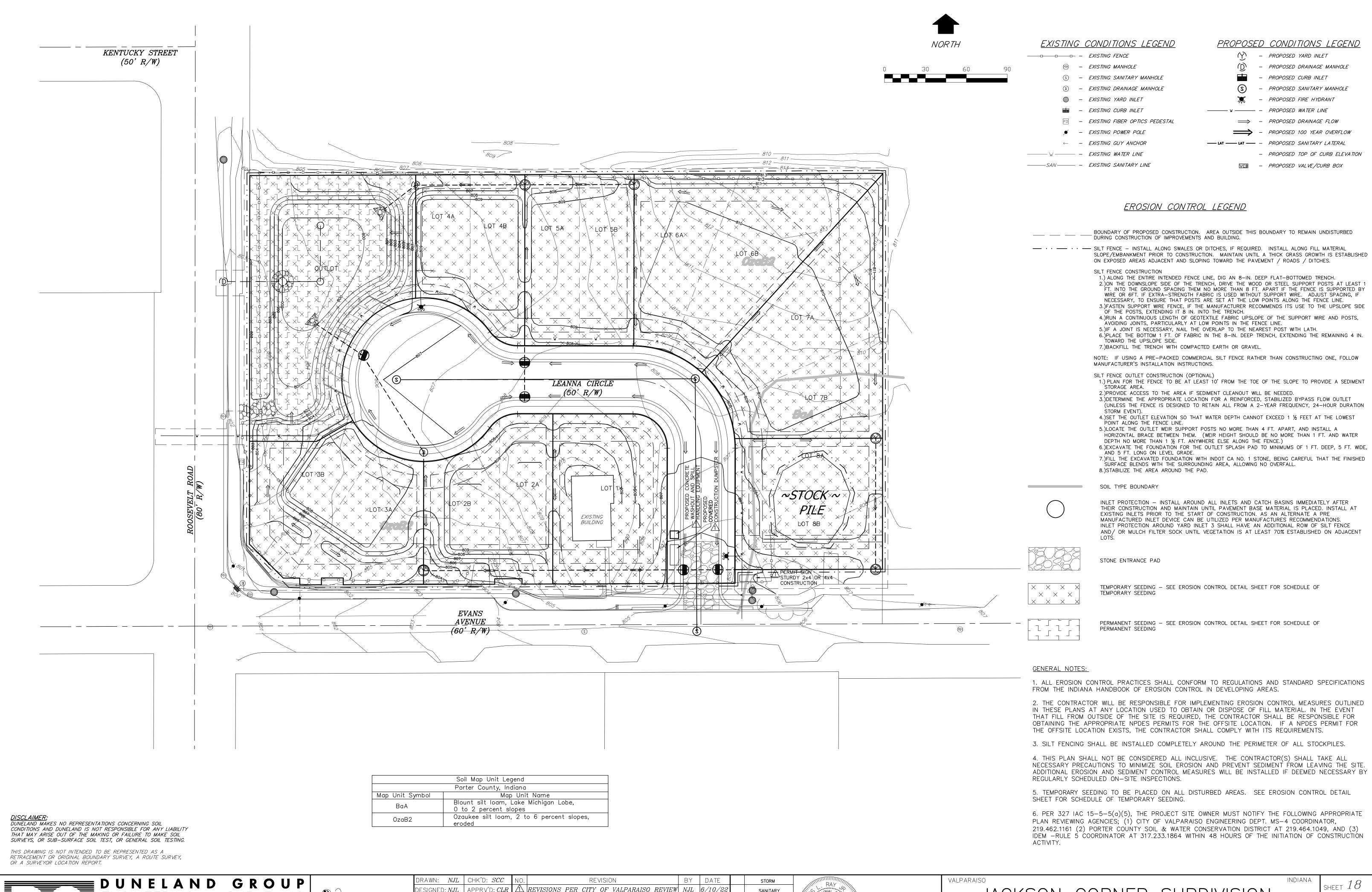
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INDIANA SHEET 17 JACKSON CORNER SUBDIVISION PARKING & SIGN PLAN

DRAWING NUMBER 3014-17





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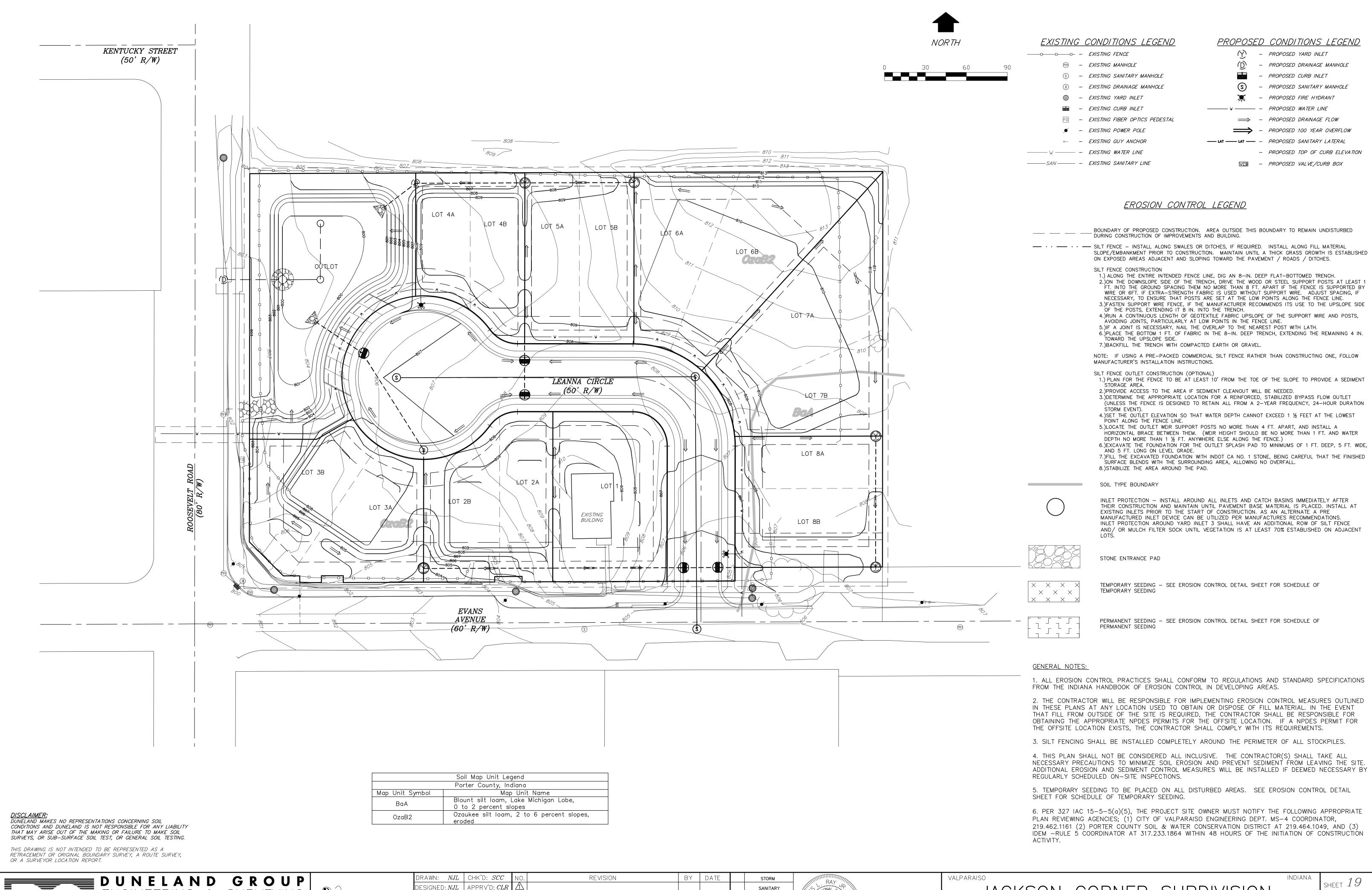
JACKSON CORNER SUBDIVISION

PROJECT 3

EROSION CONTROL PLAN

DJECT Z01/

DRAWING NUMBER 3014-18





ENGINEERING & SURVEYING 1498 POPE COURT

CHESTERTON, INDIANA 46304 219-926-1007 fax 219-926-1544 E-MAIL dgi@dunelandgroup.com



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DESIGNED: NJL	APPRV'D: CLR	\triangle			SANITARY
DATE: 06/10/20	022				WATER
HORIZ. SCALE:	1"=30'				ROAD
VERT. SCALE: 1	N/A				EROSION
PROJECT STATU					
FOR REVIE	<u> </u>				



JACKSON CORNER SUBDIVISION

PROJECT 3014
NUMBER 3014

EROSION CONTROL PLAN - POST CONSTRUCTION

DRAWING NUMBER

PLAN NARRATIVE

A. Site Description.

Jackson Corner is a 8-single lot residential subdivision. Activity consists of roadway reconstruction, paving, grading, storm system, water service, sanitary service installation, and associated site restoration work consistent with the construction of a multi-unit residential site.

B. Phasing Of Construction:

The sequence of construction should commence in the following order: Install and stabilize ingress/egress pads to the construction site. Install inlet protection on existing storm structures as shown on the erosion control plan. Install vehicular parking areas and staging areas. Install perimeter sediment barriers/filters at all locations where there is potential for sediment-laden stormwater runoff to flow off the construction area. Stockpile topsoil and subsoil separately and protect with sediment barriers. Clear site in proposed areas of construction. Begin grading of site, this includes creating the ponds and swales. Install concrete washout. Install utilities. Install protection measures for new utilities. Construct road, including curb. Construct parking area off of cul-de-sac. Temporary seed as required, this is intended to occur on the disturbed areas which are to remain untouched for a period of 7 days. Commence final grading of site. Permanent seed as required. Remove all temporary erosion and sediment control measures.

C. Existing Site Conditions:

This parcel is currently wooded with an unused barn, and a single family residence with detached garage.

D. Erosion /Sediment Control Measures:

Erosion and Sediment Controls

Clearing and grubbing operations are limited to construction areas shown on the plan. During construction the contractor shall place filter tubes or filter socks at the upstream end of all storm sewer pipes until inlets are completed. A situation reduction device such as a temporary sediment trap shall be placed at places where runoff could flow off—site or into jurisdictional areas as shown on the plan. Upon completion—of construction, sod or permanent seeding will be placed along the edges of pavement and over disturbed areas.

Other Controls:

When the construction of inlets is completed, the Contractor shall place silt fabric fence or gravel protection around inlets until site construction is completed.

Temporary Seeding:

Temporary vegetation shall be established for barren areas rough graded but left undisturbed for more than 15 days. Seeding shall be applied according to the following chart depending on the time of year. Fertilizer and mulch are required.

Seed species	Rate/acre	Planting depth	Optimum dates
Wheat or rye	150 lbs.	1 to 1 1/2 in.	9/15 to 10/30
Spring oats	100 lbs.	1 in.	3/1 to 4/15
Annual ryegrass	40 lbs.	1/4 in.	3/1 to 5/1 & 8/1 to 9/1
German millet	40 lbs.	1 to 2 in.	5/1 to 6/1
Sudangrass	35 lbs.	1 to 2 in.	5/1 to 7/30

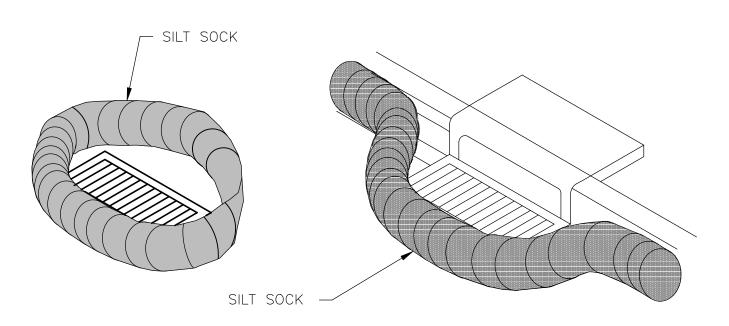
Permanent seeding

Disturbed area which are at finish grade shall be permanently seeded within seven (7) days. Use a perennial ryegrass mixtures chosen for slope characteristics from the following list. Fertilizer and mulch are required.

OPEN AND DISTURBED AREAS (REMAINING IDLE MORE THAN 1 YR.)

OPEN AND DISTORDED AIREAS (INCINAIMING IDEE MOIRE THAN 1 TR.)										
Seed Species & Mixtures	Rate/Acre	Optimum Soil pH								
 Perennial ryegrass 	35 to 50 lbs.	5.6 to 7.0								
+ white or ladino clover*	1 to 2 lbs.									
Perennial ryegrass**	15 to 30 lbs.	5.6 to 7.0								
+ tall fescue**	15 to 30 lbs.									
	S AND CUTS, LOW MAINTENANCE AREAS (NOT MOWED)									
 Orchardgrass 	20 to 30 lbs.	5.6 to 7.0								
+ red clover*	10 to 20 lbs.									
+ ladino clover*	1 to 2 lbs.									
2. Tall fescue**	35 to 50 lbs.	5.5 to 7.5								
+ red clover*	10 to 20 lbs.									
	LAWNS AND HIGH MAINTENANCE AREAS	501.70								
 Perennial ryegrass (turf-type) 	60-90 lbs.	5.6 to 7.0								
+ bluegrass	140 lbs.									
·										
	HANNELS AND AREAS OF CONCENTRATED FLOW									
1. Perennial ryegrass	150 lbs.	5.5 to 7.5								
+ white or ladino clover*	2 lbs.	5 5 1 - 7 E								
2. Kentucky bluegrass	20 lbs.	5.5 to 7.5								
+ smooth bromegrass	10 lbs.									
+ switchgrass + timothy	3 lbs. 4 lbs.									
+ perennial ryegrass	10 lbs.									
+ white clover	2 lbs.									
3. Tall fescue**	150 lbs.	5.5 to 7.5								
+ white clover	2 lbs.									
+ Perennial ryegrass	20 lbs.									
+ Kentucky bluegrass	20 lbs.									
3. Tall fescue**	150 lbs.	5.5 to 7.5								
+ Perennial ryegrass	20 lbs.									
+ Kentucky bluegrass	20 lbs.									

* For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring—seeded, although the grass may be fall—seeded and the legume frost—seeded (Practice 3.13); and (c) if legumes are fall—seeded, do so in early fall. ** Tall fescue provides little cover for, and may be toxic to, some species of wildlife. The IDNR recognizes the need for additional research on alternatives to tall fescue, such as buffalograss, orchardgrass, smooth bromegrass, and switch—grass. This research, in conjunction with demonstration areas, should focus on erosion control characteristics, wildlife toxicity, turf durability, and drought resistance.



SILT SOCK INLET PROTECTION DETAIL

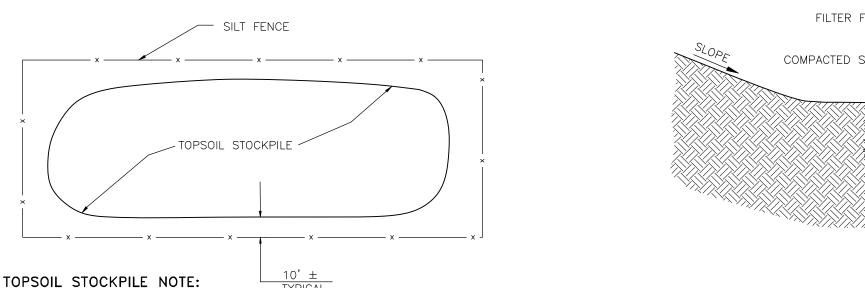
SILT SOCK INLET PROTECTION

A SILT SOCK CONSISTING OF AN 8" OR 12" DIAMETER SILT SOCKS INSTALLED IN 16 TO 25 FOOT LENGTHS OR AROUND INLET/ CB. THE SILT SOCKS SHALL CONSIST OF TUBULAR-SHAPED MATERIAL COMPRISED OF A FABRIC EXTERIOR STUFFED WITH WOOD CHIPS. THE WOOD MULCH USED IN THE SOCKS MUST BE ENVIRONMENTALLY SAFE MATERIALS.

INSTALLATION PROCEDURE

THE SILT SOCK IS TO BE LAID ON TOP OF THE GROUND AROUND THE INLET/CATCH BASIN TO PROVIDE PROTECTION AROUND THE INLET. THE FIRST WATER TO CONTACT THE SOCK IS INTENDED TO BE ABSORBED TO HOLD THE SOCK IN PLACE. WHEN THE CONTRIBUTING AREA HAS BEEN STABILIZED REMOVE THE SILT SOCK PER THE MANUFACTURER'S RECOMMENDATIONS AND DISPOSE OF PROPERLY.

SILT SOCKS PLACED AROUND AN INLET MUST BE USED IN COMBINATION WITH WOVEN INLET SILT BAGS.

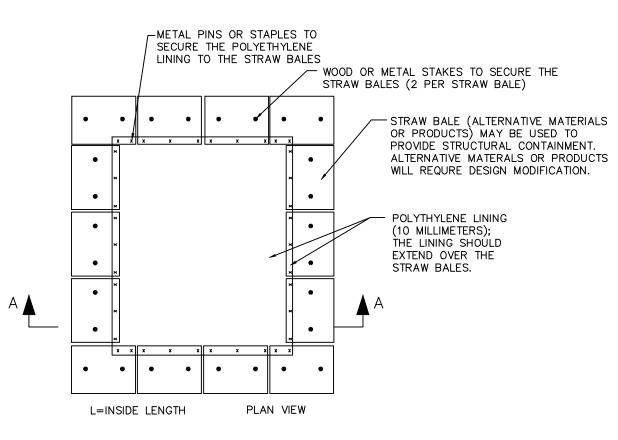


MORE THAN 7 DAYS SHALL BE TEMPORARY SEEDED 2) CONTRACTOR SHALL MAKE EVERY EFFORT TO SPREAD 4"-6"

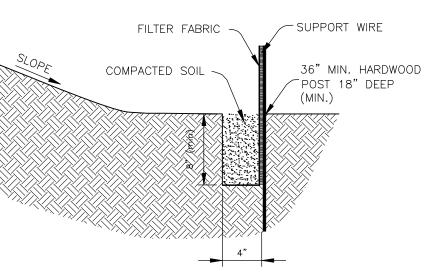
1) TEMPORARY PILES OF TOPSOIL LEFT UNDISTURBED FOR

OF TOPSOIL AROUND THE LOT.

TYPICAL TOPSOIL STOCKPILE



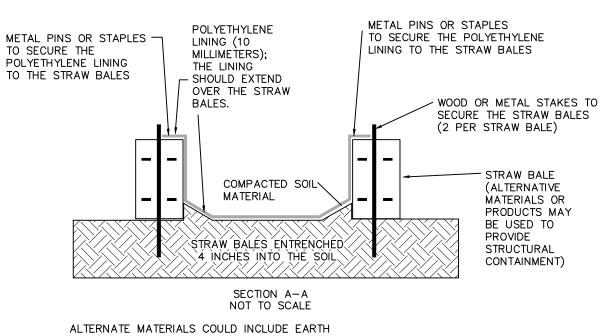
*SIZE SHALL BE APPROPRIATE TO CONTAIN ALL LIQUID AND WASTE EXPECTED TO BE GENERATED BETWEEN SCHEDULED CLEANOUT PERIODS. A FOUR-INCH FREEBOARD MUST BE PROVIDED.



SILT FENCE DETAIL

SILT FENCE NOTES:

- 1.) PLAN FOR THE FENCE TO BE AT LEAST 10' FROM THE TOE OF THE SLOPE TO PROVIDE A SEDIMENT STORAGE
- 2.) PROVIDE ACCESS TO THE AREA IF SEDIMENT CLEANOUT WILL BE NEEDED.
- 3.) DETERMINE THE APPROPRIATE LOCATION FOR A REINFORCED, STABILIZED BYPASS FLOW OUTLET (UNLESS THE FENCE IS DESIGNED TO RETAIN ALL FROM A 2-YEAR FREQUENCY, 24-HOUR DURATION STORM EVENT).



BERMS. SANDBAGS, OR OTHER ACCEPTABLE BARRERS THAT WILL MAINTAIN ITS SHAPE AND SUPPORT THE POLYETHYLENE LINING.

CONCRETE WASHOUT DETAILS

CONCRETE WASHOUT NOTES INCLUDING MAINTENANCE AND REMOVAL PROCEDURES:

- 1. CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
 2. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE
- LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS. 3. THE CONCRETE WASHOUT AREA SHALL BE INSPECTED DAILY AND REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY
- 4. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE. 5. WHEN THE CONCRETE WASHOUT IS REMOVED, THE DISTURBED AREA SHALL BE SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER
- APPROVED BY THE INSPECTOR 6. AS AN ALTERNATIVE, A PREFABRICATED WASHOUT SYSTEM CONTAINER COULD BE UTILIZED

EROSION CONTROL MAINTENANCE AND REMOVAL PROCEDURES:

1) Frame opening sized to match inlet opening

(3) Frame with bag to be placed over inlet opening.

2 Geotextile bag shall be fabricated from piece of geotextile 2 times he opening size pushed through opening to form weephole

*FABRIC MATERIAL SHOULD BE NON-WOVEN

INDIANA DEPARTMENT OF TRANSPORTATION

TEMPORARY EROSION CONTROL INLET

BAG PROTECTION SEPTEMBER 2012

STANDARD DRAWING NO. E 205-TECI-04

/s/ Mark A. Miller

/s/ Richard C. VanCleave 09/04/12

OR HAVE A MINIMUM SIEVE SIZE OF 70

SILT SOCK PROTECTION

Commercially available woven fabric silt bag secured to casting insert or frame

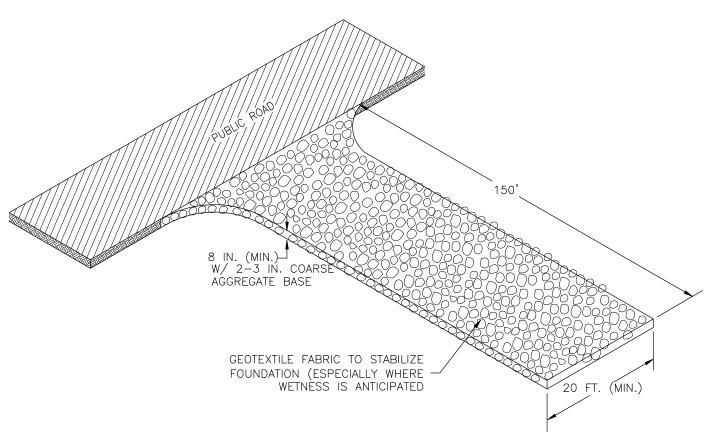
> INSPECT WEEKLY AND WITHIN 24-HOURS OF EACH RAIN EVENT. IF INSTALLED IN A SERIES AT INTERVALS ON A SLOPE, INSPECTION SHOULD BE DONE DAILY. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES ONE-QUARTER THE HEIGHT OF THE FILTER SOCK. INSPECT TO ENSURE THAT THE SOCK IS MAINTAINING ITS INTEGRITY AND PRODUCING ADEQUATE FLOW. REPAIR ERODED AND DAMAGED AREAS. IF PONDING BECOMES EXCESSIVE, SOCKS SHOULD BE REMOVED AND EITHER RECONSTRUCTED OR NEW PRODUCT INSTALLED. RESEED IF APPLICABLE IF THE FILTER SOCK IS NOT DESIGNED AS A PERMANENT FILTER OR PART OF THE NATURAL LANDSCAPE AND THE CONTRIBUTING DRAINAGE AREA HAS NEEN STABILIZED, USE A BLADE OR KNIFE TO CUT OPEN SOCK AND USE A BULLDOZER, LOADER, RAKE, OR OTHER DEVICE TO INCORPORATE THE ORGANIC MATERIAL INTO THE SOIL, OR SPREAD IT OVER THE TOP OF SOIL SURFACE FOR FINAL SEEDING. REMOVE AND DISPOSE OF THE SOCK IF NECESSARY.

TEMPORARY ENTRANCE PAD

INSPECT ENTRANCE PAD DAILY. RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL. TOP DRESS WITH CLEAN AGGREGATE AS NEEDED. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS BY BRUSHING OR SWEEPING. FLUSHING SHOULD ONLY BE USED IF WATER IS CONVEYED INTO A SEDIMENT TRAP OR BASIN. REPAIR ANY BROKEN PAVEMENT IMMEDIATELY.

DUST CONTROL

DUST CONTROL MEASURES ARE TO BE USED DURING ALL PHASES OF CONSTRUCTION, WATER MAY BE USED AS A DUST CONTROL AGENT, HOWEVER, IF THIS IS NOT EFFECTIVE ON THE SITE, USE AN ENVIRONMENTALLY FRIENDLY CHEMICAL AGENT SUCH AS A POLYMER EMULSION LIKE DIRT GLUE, (TRADE NAME). DO NOT USE SODIUM CHLORIDE. ALL DUST CONTROL AGENTS MUST BE RATED SAFE TO USE IN WETLAND AREAS REGARDLESS OF THE SITE LOCATION.



STONE ENTRANCE DETAIL

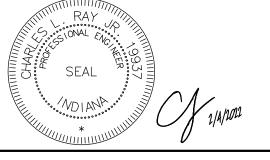


DUNELAND GROUP ENGINEERING & SURVEYING

1498 POPE COURT CHESTERTON, INDIANA 46304 219-926-1007 fax 219-926-1544 E-MAIL dgi@dunelandgroup.com



DRAWN: <i>NJL</i>	CHK'D: SCC	NO.	REVISION	BY	DATE	STORM
DESIGNED: <i>NJL</i>	APPRV'D: CLR	\triangle				SANITARY
DATE: 02/04/2022						WATER
HORIZ. SCALE: N/A						ROAD
VERT. SCALE: N/A						EROSION
PROJECT STATUS						
FOR REVIE	- W					



JACKSON CORNER SUBDIVISION

EROSION CONTROL DETAILS

INDIANA SHEET 20

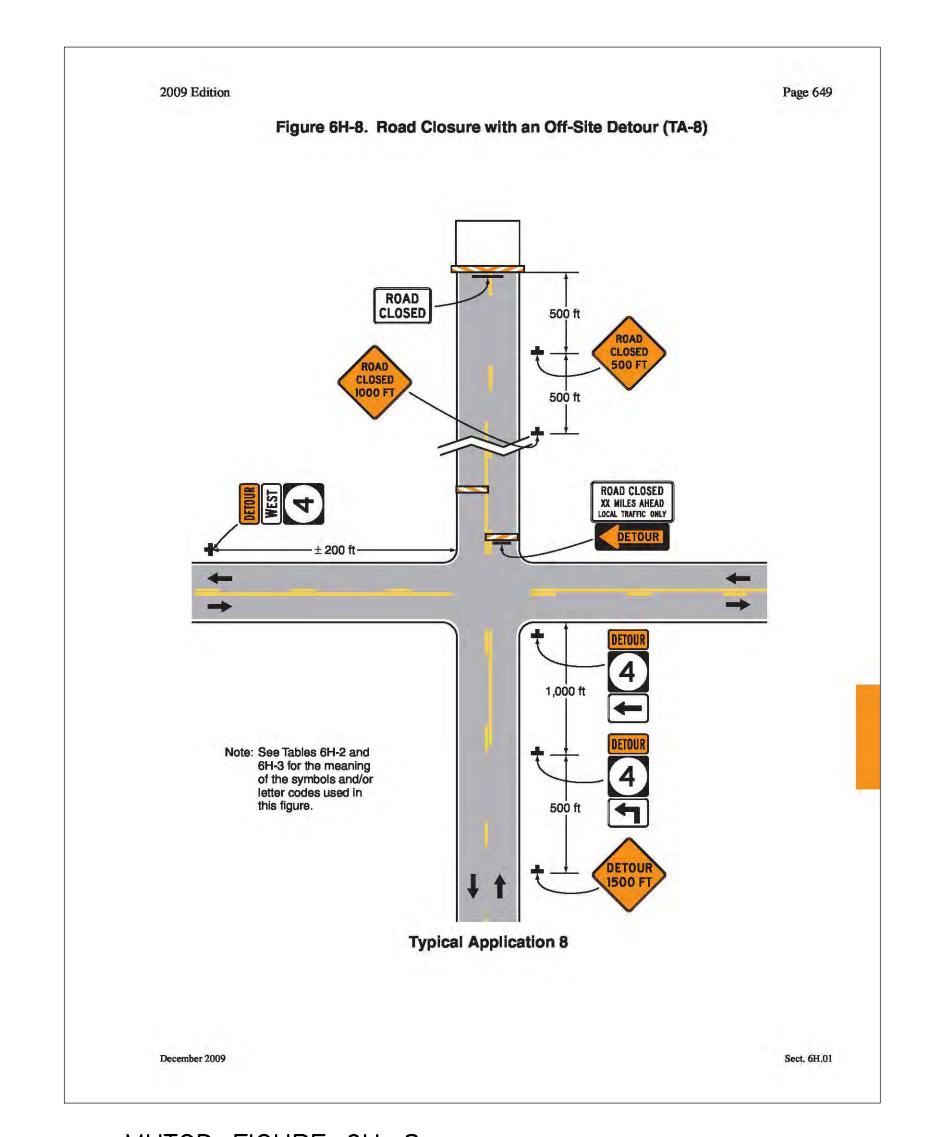
> UMBER DRAWING NUMBER 3014-20



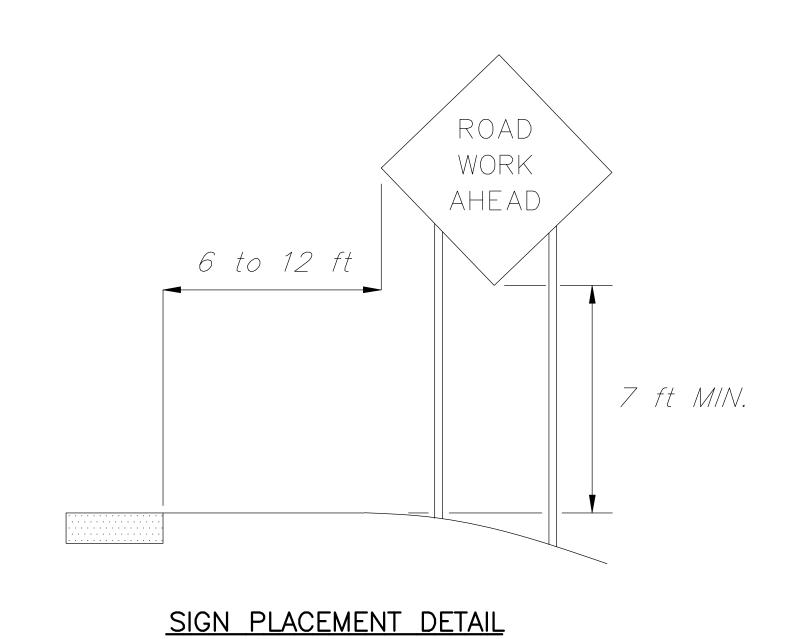
ROOSEVELT ROAD CLOSURE PLAN



EVANS AVENUE CLOSURE PLAN



MUTCD FIGURE 6H-8



NOT TO SCALE

NOTES:
ALL TRAFFIC CONTROL DEVICES AND PROCEDURES SHALL MEET THE MUTCD REQUIREMENTS AS LISTED IN PART 6: TEMPORARY
TRAFFIC CONTROL MUTCD 2009 EDITION AND THE INDIANA
DEPARTMENT OF TRANSPORTATION WORK ZONE TRAFFIC CONTROL GUIDELINES

WHEN FLAGGER CONTROL IS NOT BEING USED, FLAGGER WARNING SIGNS MUST BE REMOVED OR COVERED.

WHEN WORK IS SUSPENDED FOR SHORT PERIODS, ALL SIGNS THAT ARE NO LONGER APPROPRIATE SHALL BE REMOVED,
COVERED, TURNED, OR LAID FLAT SO THEY ARE NOT VISIBLE
TO DRIVERS. SIGNS LAID FLAT SHOULD NOT BE PLACED SUCH
THAT POSTS PRESENT A DANGER TO A MOTORIST IF THEY RUN
OVER THE SIGN.

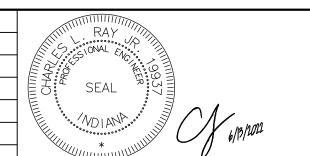
<u>DISCLAIMER:</u>
DUNELAND MAKES NO REPRESENTATIONS CONCERNING SOIL
CONDITIONS AND DUNELAND IS NOT RESPONSIBLE FOR ANY LIABILITY
THAT MAY ARISE OUT OF THE MAKING OR FAILURE TO MAKE SOIL
SURVEYS, OR SUB—SURFACE SOIL TEST, OR GENERAL SOIL TESTING.

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.



DUNELAND GROUP Engineering & Surveying 1498 POPE COURT CHESTERTON, INDIANA 46304 219-926-1007 fax 219-926-1544 E-MAIL dgi@dunelandgroup.com

DRAWN: <i>NJL</i>	CHK'D: AIR	NO.	REVISION	BY	DATE	STORM
DESIGNED: <i>NJL</i>	APPRV'D: CLR	\triangle				SANITARY
DATE: 06/13/2	022					WATER
HORIZ. SCALE: N/A						ROAD
VERT. SCALE: 7	N/A					EROSION
PROJECT STATE						
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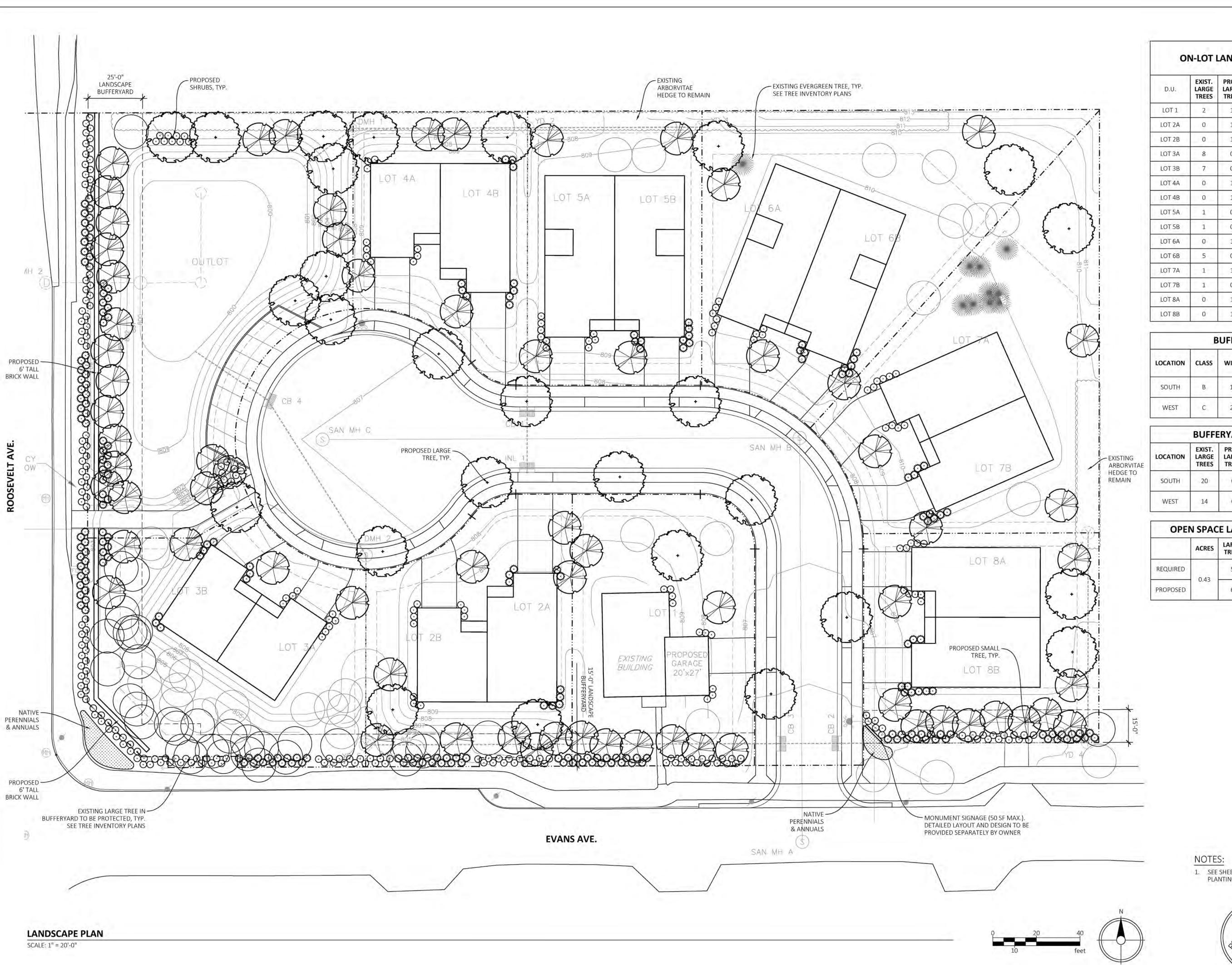


JACKSON CORNER SUBDIVISION TRAFFIC CONTROL PLAN

DRAWING NUMBER

SHEET *21*

3014-21



FRONT ON-LOT LANDSCAPING LOAD **GARAGE** LARGE LARGE TREES TREES SHRUBS | SMALL TREES 10 10 10 10 10 10 10 10 10 10 10 10 10

BUFFERYARD REQUIREMENTS											
LOCATION	CLASS	WIDTH	LENGTH	LARGE TREES	SMALL TREES	SHRUBS	BERM OR WALL				
SOUTH	В	15'	463 LF	9	18	156	N/A				
WEST	С	25'	289 LF	7	15	145	6' WALL				

10

BUFFERYARD PROVIDED									
LOCATION	EXIST. LARGE TREES	PROP. LARGE TREES	SMALL TREES	SHRUBS	BERM OR WALL				
SOUTH	20	0	18	161	N/A				
WEST	14	0	15	150	6' WALL				

OPE	N SPAC	E LANI	DSCAPI	NG
	ACRES	LARGE TREES	SMALL TREES	SHRUBS
REQUIRED		5	7	18
PROPOSED	0.43	6	7	19

 SEE SHEET L201 FOR LANDSCAPE ORDINANCE REVIEW, PLANTING PALETTE, LANDSCAPE DETAILS AND SPECIFICATIONS.





LANDSCAPE PLAN

EXP: 12/31/2023

PROJECT NAME:

OWNER NAME:

CONSULTANTS:

JACKSON CORNER 1207 EVANS AVE. VALPARAISO, IN 46383

K2 CONSTRUCTION
259 INDIANA AVENUE

VALPARAISO, IN 46383

p: 219,531,5353 e: tomkrueger@k2valparaiso.com

DUNELAND GROUP

1498 POPE COURT

CHESTERTON, IN 46304 p: 219.926.1007

L10:

CHECK BY: JJF
PROJECT #: 21-061

- 2. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS PORTION
- THE CONTRACTOR SHALL CONTACT 811 PRIOR TO WORK.
- 4. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
- PLANT MATERIALS:
- 5.1. ALL PLANT MATERIALS SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK, MOST CURRENT EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
- 5.2. PLANTS SHALL BE EQUAL TO OR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST.
- 5.3. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECT PESTS, PLANT DISEASES, AND
- 5.4. TREES SHALL HAVE STRAIGHT TRUNK WITH LEADER INTACT, UNDAMAGED AND UNCUT. BRANCHING MUST BE
- 5.5. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION.
- NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING.
- 5.7. ALL PLANTS ARE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT AND OWNER RESERVE THE RIGHT TO SELECT AND TAG ALL PLANT MATERIAL AT THE NURSERY PRIOR TO PLANTING AND REJECT
- UNACCEPTABLE PLANT MATERIAL AT ANY TIME DURING THE PROGRESS OF THE PROJECT. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS THEY FEEL MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.

IRRIGATION:

- 6.1. CONTRACTOR SHALL PROVIDE BID ALTERNATE FOR IRRIGATION PER THE IRRIGATION PERFORMANCE SPECIFICATIONS.
- IF BID ALTERNATE OF IRRIGATION SYSTEM IS NOT SELECTED BY OWNER, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT WATERING THROUGH TEMPORARY FACILITIES, WATERING BAGS, ETC., AS APPROVED BY OWNER FOR PLANT WARRANTY.

TOPSOIL & PLANTING MIXTURES:

- 7.1. ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
- SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER.
- 7.3. TOPSOIL SHALL BE MATERIALS CONSISTING OF FERTILE, FRIABLE, FINE SANDY LOAM, UNIFORM IN COMPOSITION ANDFREE OF SUBSOIL, STONES, LUMPS, CLODS OF HARD EARTH, PLANTS, PLANT ROOTS, STICKS, NOXIOUS WEEDS, SLAG, CINDERS, DEMOLITION DEBRIS OR OTHER EXTRANEOUS MATTER OVER 1" IN LARGEST
- 7.4. EXISTING TOPSOIL SHALL BE PREPARED BY THOROUGHLY MIXING IN COMPOST AT THE RATE OF 1/3 VOLUME
- 7.4. TOPSOIL SHALL BE TESTED AND AMENDED (AS SPECIFIED BY THE TESTING AGENCY) TO THE FOLLOWING:
- 7,4.1. ADJUST SOIL TO A pH OF 6.0 TO 6.5.
- 7.4.2. ORGANIC MATTER: 4% MIN, 10% MAX 7.4.3. AVAILABLE PHOSPHORUS: 25 PPM, MIN
- 7.4.4. EXCHANGEABLE POTASSIUM: 125 PPM, MIN
- 7.5. THE FOLLOWING FERTILIZERS SHALL BE USED AS FOLLOWS, OR ALTERNATIVES SUBMITTED BY CONTRACTOR
- TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL:
- 7.5.1. TREES & SHRUBS = 14-4-6 BRIQUETTES @ 17g
- 7.5.2. LAWN = HIGH NITROGEN STARTER FERTILIZER
- 7.6. LAWN SEED & SOD AREAS SHALL RECEIVE A MINIMUM OF 4" DEPTH OF TOPSOIL
- 7.7. PLANTING BEDS SHALL RECEIVE MINIMUM 6" DEPTH OF AMENDED TOPSOIL.
- 7.8. NATIVE LANDSCAPE SEEDING AREAS SHALL RECEIVE A MINIMUM 18" DEPTH OF TOPSOIL.

MULCH MATERIALS:

- 8.1. ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
- MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
- 8.3. MULCH SHALL BE HELD 1" BELOW SURFACE ELEVATION OF DOWNHILL SIDE OF WALK, SLAB, CURB, LAWN, ETC.

LANDSCAPE BED EDGING:

9.1. ALL LANDSCAPE BED EDGING SHALL BE SHOVEL-CUT SPADE EDGE BETWEEN LAWN AREAS UNLESS OTHERWISE

STORAGE & INSTALLATION:

- 10.1. CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
- 10.2. EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
- 10.3. PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY OWNER OR LANDSCAPE ARCHITECT.
- 10.4. EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF THE DRIPLINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION
- 10.5. NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL ALL EXISTING GROUNDCOVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUNDCOVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED.
- 10.6. WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE.
- 10.7. FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
- 10.8. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER
- CONDITION AT NO ADDITIONAL COST TO THE OWNER. 10.9. PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.

11. MAINTENANCE:

11.1. INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.

12. WARRANTY:

12.1. ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

		PLANTING PALE	TTE
KEY	QTY.	BOTANICAL NAME	COMMON NAME
LARGE '	TREES		
AFA	#	ACER FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE
СО	#	CELTIS OCCIDENTALIS	COMMON HACKBERRY
GBA	#	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD GINKGO
GTS	#	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST
SMALL	TREES		
AAB	#	AMELANCHIER 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY
CC	#	CERCIS CANADENSIS	EASTERN REDBUD
HV	#	HAMAMELIS VERNALIS	VERNAL WITCH HAZEL
DECIDU	OUS SHRI	JBS	
AIB	#	ARONIA MELANOCARPA 'MORTON'	IROQUOIS BEAUTY CHOKEBERRY
FGA	#	FOTHERGILLA GARDENII	DWARF FOTHERGILLA
НРВ	#	HYDRANGEA PANICULATA 'BOBO'	BOBO HYDRANGEA
HQR	#	HYDRANGEA QUERCIFOLIA 'RUBY SLIPPERS'	RUBY SLIPPERS HYDRANGEA
RAG	#	RHUS AROMATICA 'GRO LOW'	GRO-LOW SUMAC
EVERGE	REEN SHR	UBS	
BGV	#	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD
IGS	#	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY
JGO	#	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL COMPACT JUNIPER
ORNAMI	ENTAL GR	RASSES	
CKF	#	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS
SH	#	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED
PERENN	IIALS & GI	ROUNDCOVERS	
ASM	#	ALLIUM 'MILLENIUM'	MILLENIUM ALLIUM
EPM	#	ECHINACEA 'CBG CONE2'	PIXIE MEADOWBRITE CONEFLOWER
GR	#	GERANIUM 'ROZANNE'	ROZANNE GERANIUM
HBE	#	HEMEROCALLIS 'BLACK EYED STELLA'	BLACK EYED STELLA DAYLILY
LSS	#	LEUCANTHEMUM SUPERBUM 'SNOWCAP'	SNOWCAP SHASTA DAISY
NCM	#	NEPETA 'CATS MEOW'	CAT'S MEOW NEPETA
RLG	#	RUDBECKIA 'LITTLE GOLDSTAR'	LITTLE GOLDSTAR BLACK-EYED SUSAN

LANDSCAPE ORDINANCE REVIEW: VALPARAISO, INDIANA

(ZONE GR)

CALCULATION

15 DWELLING UNITS

EVANS = ARTERIAL

(CLASS C): 268 L.F.

COLLECTOR (CLASS B):

NORTH & EAST = GR

ROOSEVELT =

468 L.F.

SMALL TREE REQUIRED) SHEET L101

COMPLIANCE

PROVIDED,

SEE TABLE

SHEET L101

PROVIDED,

SEE TABLE

PROVIDED,

SEE TABLE

SHEET L101

STREET TREES

PROVIDED AT

60-FEET ON

WHERE NOT

IN CONFLICT

DRIVEWAYS

PROVIDED.

SEE TABLE

SAME

SHEET L101

ZONING, NO BUFFERYARD

REQUIRED

CENTER

SPECIFIC

ORDINANCE

SEC. 10.301

SEC. 10,305,C

SEC. 10.403

SEC. 10.405

CODE REQUIRES

SHRUBS PER D.U.)

ON-LOT LANDSCAPING (1

LARGE TREE PER D.U., 1

SMALL TREE PER D.U., 10

LARGE SHRUB THAT IS AT

THE TIME OF PLANTING

SHALL BE INSTALLED IN THE

FRONT YARD FOR EACH 10

LINEAR FEET OF WIDTH OF

S THAT LANDSCAPING

PROPERTY THAT IS

SPACE.

DESIGNATED AS OPEN

STREET TREES SHALL BE

THE BUFFERYARD

AND RAILROADS

DISTRICT BOUNDARY

TANDARDS IN TABLE

10.405, BUFFERYARD

REQUIREMENTS FOR ROADS

BUFFERYARD STANDARDS

SPACED 60 FEET ON CENTER

WHICH IS INSTALLED ON

FRONT-LOAD GARAGE DOOR.

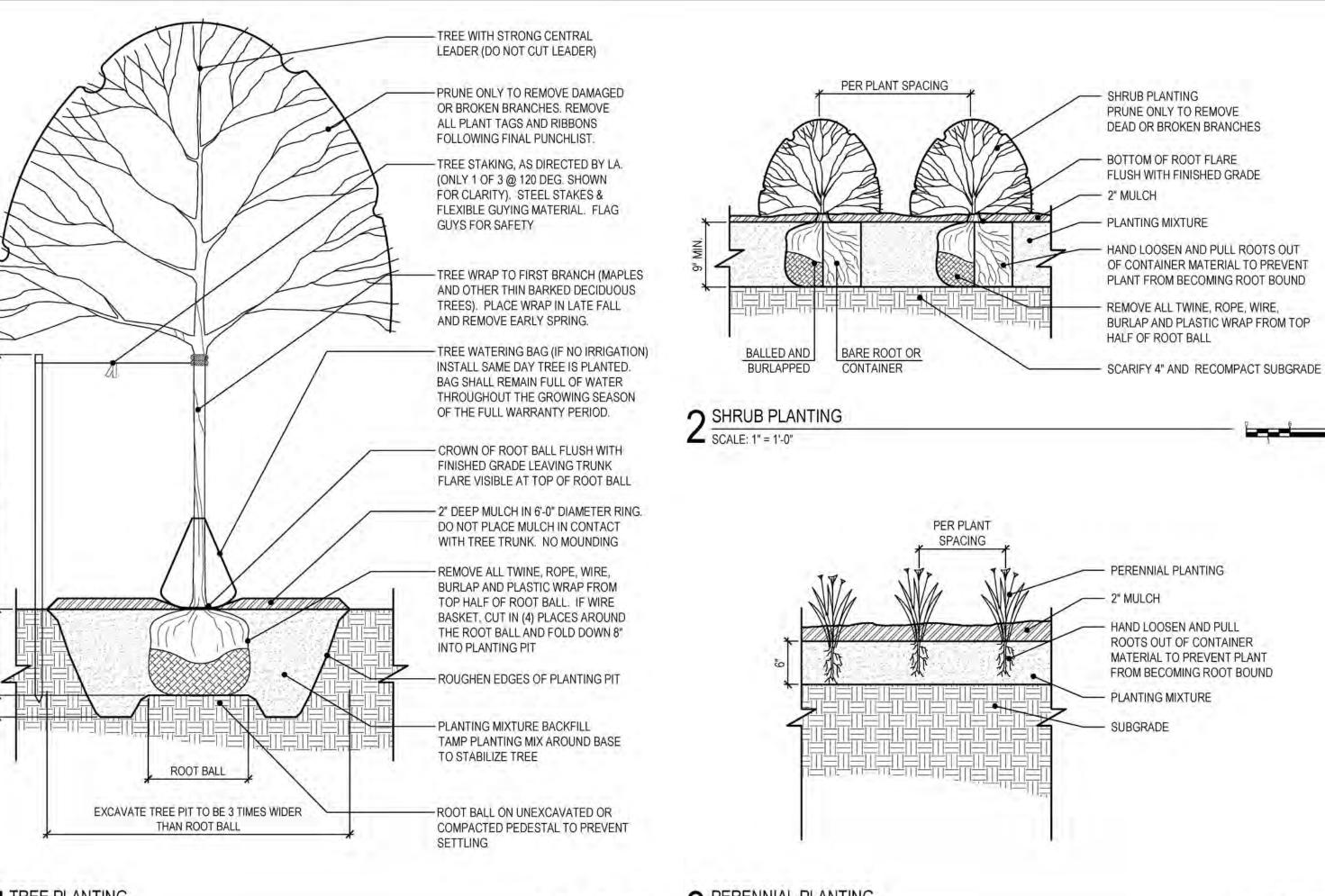
SEC. 10.303 OPEN SPACE LANDSCAPING OPEN SPACE = 0.43 AC.

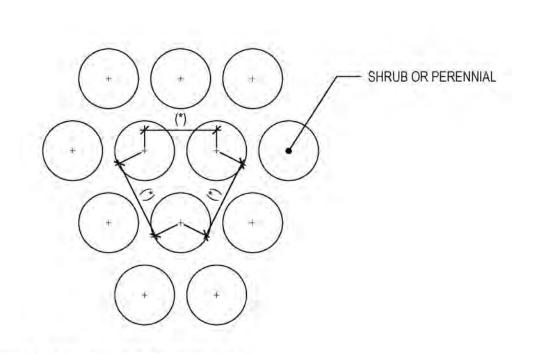
LEAST SIX FEET IN HEIGHT AT

SEC. 10.302 FRONT-LOAD GARAGES. ONE DRIVEWAY & GARAGE =

SMALL TREE OR MEDIUM TO 16 FOOT WIDTH (1

4		PRUNE ONLY TO REMOVE DAMAGE OR BROKEN BRANCHES. REMOVE ALL PLANT TAGS AND RIBBONS FOLLOWING FINAL PUNCHLIST.
		TREE STAKING, AS DIRECTED BY LA (ONLY 1 OF 3 @ 120 DEG. SHOWN FOR CLARITY). STEEL STAKES & FLEXIBLE GUYING MATERIAL. FLAG GUYS FOR SAFETY
		TREE WRAP TO FIRST BRANCH (MA AND OTHER THIN BARKED DECIDUO TREES). PLACE WRAP IN LATE FALL AND REMOVE EARLY SPRING.
		TREE WATERING BAG (IF NO IRRIGATION INSTALL SAME DAY TREE IS PLANTED BAG SHALL REMAIN FULL OF WATER THROUGHOUT THE GROWING SEASOF THE FULL WARRANTY PERIOD.
(1/2 - 2/3) OF TREE HEIGHT		CROWN OF ROOT BALL FLUSH WITH FINISHED GRADE LEAVING TRUNK FLARE VISIBLE AT TOP OF ROOT BA
(1/2 - 2/3)		2" DEEP MULCH IN 6'-0" DIAMETER F DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. NO MOUNDING
DEPTH OF ROOT BALL		REMOVE ALL TWINE, ROPE, WIRE, BURLAP AND PLASTIC WRAP FROM TOP HALF OF ROOT BALL. IF WIRE BASKET, CUT IN (4) PLACES AROUN THE ROOT BALL AND FOLD DOWN 8 INTO PLANTING PIT
,		ROUGHEN EDGES OF PLANTING PIT
	ROOT BALL	PLANTING MIXTURE BACKFILL TAMP PLANTING MIX AROUND BASE TO STABILIZE TREE
<u> </u>	EXCAVATE TREE PIT TO BE 3 TIMES WIDER THAN ROOT BALL	ROOT BALL ON UNEXCAVATED OR COMPACTED PEDESTAL TO PREVEIT SETTLING
1 TREE I	PLANTING	0 12
SCALE: 1	/2" = 1'-0"	<u> </u>





(*) = SPECIFIED PLANT SPACING IN PLANT SCHEDULE

PLANT SPACING





PROJECT NAME:

JACKSON CORNER 1207 EVANS AVE. VALPARAISO, IN 46383

OWNER NAME:

K2 CONSTRUCTION 259 INDIANA AVENUE

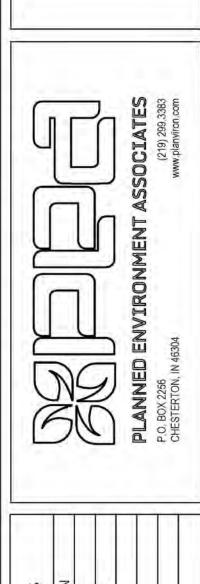
> p: 219,531.5353 e: tomkrueger@k2valparaiso.com

VALPARAISO, IN 46383

CONSULTANTS:

DUNELAND GROUP 1498 POPE COURT CHESTERTON, IN 46304

p; 219.926.1007



EXP: 12/31/2023

PLANTING SPECS & DETAILS

DRAWN BY: JRR

CHECK BY: JJF PROJECT #: 21-061

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

JACKSON'S CORNER SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR JACKSON'S CORNER SUBDIVISION, made this ____ day of _______, 2022, by Viking Built Homes, LLC ("Developer").

WITNESSETH

Whereas, the Developer is the owner of the real estate legally described herein and commonly known as Jackson's Corner; and

Whereas, the Developer desires Jackson's Corner("Subdivision") to develop as a residential community consisting single family residential attached homes (with one detached single family home) joined together by a common exterior roof, wall, and foundation sharing a common property line; and

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

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

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

Article I

DEFINITIONS

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

- **Section 1.** "Association" shall mean and refer to Jackson's Corner Property Owners Association, Inc., an Indiana not for profit corporation, formed or to be formed by the Developer or such other name selected by the Developer and approved by the Indiana Secretary of State.
 - **Section 2.** "Board" shall mean the Board of Directors of the Association.
- **Section 3.** "Committee" shall mean the Architectural Control Committee for the Subdivision which is created and shall have the authority and duties as provided for herein.
- **Section 4.** "Common Area" shall mean all real estate, whether in one or more separate parcels, which the Association or the Developer owns for the non-exclusive common use and enjoyment of the Owners of Lots, if any, shown on the plats of the Subdivision.
 - **Section 5.** "**Developer**" shall mean A & J Development, Inc., its successors and assigns.
- **Section 6.** "**Dwelling Unit**" shall mean one-half (1/2) of a single family attached structure which is erected on adjoining Lots joined together by a common exterior roof, wall, and foundation with a common property line and also the detached single family home in existence as of the date of this Declaration.
- **Section 7.** "**Lot**" shall mean and refer to any lot or other tract in the Subdivision, together with any and all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which a residential structure could be constructed, whether or not one has been constructed.
- **Section 8.** "Maintenance" shall mean the exercise of reasonable care, including buildings, roads, easements of ingress and egress, drainage easements, water detention or retention

easements, utility easements, parks, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.

- **Section 9.** "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including the Developer, and including contract sellers, but not including contract purchasers.
- **Section 10.** "**Member**" shall mean every person or entity holding membership in the Association.
- **Section 11.** "**Subdivision**" shall mean and refer to all such existing properties, and additions thereto and less and excepting any retractions therefrom, as are subject to this Declaration and any supplemental Declaration or Declarations, under the provisions of Article II hereof, and shall initially include the real property described in Article II, Section 1.

Article II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. <u>Legal Description</u>. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Porter County, Indiana, and comprises all of the Lots, tracts and easements shown and/or platted within or upon the property legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

- **Section 2.** Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat, replat or vacate existing plattage of all or any part of the real estate subjected to this Declaration, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to the Subdivision.
- Section 3. Additional Real Estate. The Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional real estate, provided only that (a) any portion of the real estate from time to time added to the scheme of this Declaration shall be contiguous to property then subject to this Declaration, (b) said plat of added real estate shall dedicate, or commit to dedicate, the Common Area of said plat of real estate, and (c) upon addition of the real estate to this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association for their pro-rata share of Association expenses. The addition at any time or from time to time of all or any portion or portions of the real estate to the scheme of this Declaration shall be made and evidenced by filing in the Office of the Recorder of

Lake County, Indiana, a supplementary Declaration with respect to that portion of real estate to be added. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or Mortgagee of land in the Subdivision.

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

Section 5. Easements. There are platted on the plat of the Subdivision certain easements which shall be and are hereby reserved for the installation, construction, maintenance, repair or replacement of any and all public utilities and drainage and their poles, ducts, wires, pipelines, lines, conduit, sewers, manholes or other related utility or drainage facility. No permanent structure shall be erected or allowed to be maintained on any easement. No Owner shall grant an easement, license or permit others to use any Lot, or portion thereof, in the Subdivision for access to any property or real estate not located within the Subdivision.

Article III

PROPERTY RIGHTS

Section 1. <u>Title to Common Area.</u> Developer may retain the legal title to the Common Area so long as it owns at least one (1) Lot in the Subdivision. On or before conveyance by Developer of the last Lot which Developer owns in the Subdivision, Developer shall convey by Quit Claim Deed the Common Area to the Association subject to taxes for the year of conveyance and to restrictions, conditions, limitations, reservations and easements of record; subject, however, whether or not it shall be so expressed in any such deed or other conveyance to a reservation hereby perpetually reserved to the Developer, its successors and assigns, of the non-exclusive right to use and enjoy the common utility easements, easements of drainage, and ingress and egress easements for the benefit of real estate owned or to be owned by the Developer located on real estate which is contiguous to the Subdivision. Notwithstanding anything to the contrary in this Declaration, until such time as title to the Common Areas has been transferred to the Association, the Developer reserves the right to convey the Common Area, or any portion thereof, to the City of Valparaiso, and in such case or cases, the Developer's obligation to convey such portions of the Common Area property as set forth herein shall be terminated.

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

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

Section 3. <u>Right of Entry.</u> The Developer and the Association, through their duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner thereof, to enter any Lot or tract of real estate at any reasonable hour on any day to perform such maintenance and provide services as may be authorized herein, including, but not limited to, maintenance of landscaping on Lots and snow removal services.

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

Article IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Purpose of the Association. The primary purpose of the Association shall be to insure high standards of maintenance and operation of all property and real estate in the Subdivision, including that property reserved by the Developer for the detention and management of storm water easements, to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision. In addition, the Association shall consider its primary purpose to manage and support financially all real estate, property, and facilities to be maintained by the Association, including, but not limited to, maintenance of the landscaping of Lots if the Board elects to do so, and the storm drainage easements located within the Subdivision.

Section 2. <u>Creation of the Association.</u> As soon as is practicable following the recordation of this Declaration, Developer shall cause the Association to be incorporated as an Indiana Not-for-Profit Corporation. Prior to the appointment of the Board of Directors by the Developer, responsibility for the control of the Association shall remain the exclusive responsibility and obligation of the Developer or its designated agents and employees.

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

Section 4. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of Incorporation.

Section 5. <u>Board of Directors</u>. The Association shall have a Board of five (5) Directors who shall constitute the Board of Directors.

- A. The Directors and Officers of the Association shall not be liable to any Owner for any mistake of judgment or any acts or omissions made in good faith by such Director or Officer. The Owners shall indemnify and hold harmless each of the Directors or Officers against all liability arising out of contracts made by such Directors or Officers on behalf of the Owners and Members of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration.
- B. The Board shall have the authority to and shall obtain comprehensive public liability insurance, as it shall deem desirable, and other liability insurance or insurances as it

may deem appropriate in the circumstances. The premiums for such insurance shall be an expense to be paid by the Association.

Section 6. Powers and Duties of the Association. The Board of Directors of the Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law in this Declaration:

- A. To own, maintain and otherwise manage the storm drainage detention basins and Common Area located within the Subdivision and vacant and unimproved property, if any, and to do any and all other things necessary or desirable in the sole judgment of the Officers or Directors of the Association.
- B. To care for and maintain the landscaping, plantings and signs located within the Subdivision, including those on each Lot if the Developer or the Board elect to do so, in a good and neat appearance.
- C. To make such improvements to the facilities under its control within the Subdivision, and to provide such other facilities and services as may be authorized from time to time by the affirmative vote of a simple majority of the Members of the Association acting in accordance with its constitution and Bylaws provided, however, that any such actions so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable and exclusive residential community.
- D. The Developer shall have complete control over the Association until such time as the Board of Directors is duly elected from the membership of the Association as provided herein. No Owner shall have the right to serve on the Board until elected to do so upon turn over of the Association from the Developer. Until turnover of the Association, all the powers and duties of the Association shall be exercised exclusively by the Developer or by the Board of Directors as appointed by the Developer. The Developer, at Developer's discretion may appoint Owners to serve on the Board of Directors at such time as it deems appropriate. The first Board elected from the Owners shall be elected not later than one (1) year after One Hundred Percent (100%) of those Lots which have been subjected to this Declaration have been sold and title has been conveyed from the Developer to an Owner; provided, however, the Developer reserves the right in its sole discretion to turn over the Association prior to this time. All Owners of record who have been subjected to this Declaration shall be eligible to vote for said Board. All Directors of the first elected and all subsequent Boards of Directors of the Association, shall be nominated and elected pursuant to the Bylaws of the Association.
- E. At the election of the Board of Directors, to provide for snow removal on all sidewalks, driveways, and streets leading up to a residence or located in the

Subdivision and also lawn care, mowing and maintenance and landscape care and maintenance.

Article V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten (10%) per cent per annum, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the real estate and shall be a continuing lien upon the Lot or Lots against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment, or otherwise. The Developer shall not be required to pay any assessments for any Lot it owns.

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

- A. Improvement, maintenance and repair of the Common Area, if any;
- B. Water, sewer, garbage, electrical lighting, telephone, gas and other necessary utility services for the Common Area, if any;
- C. Maintenance and repair of all storm drains, drainage easements, storm water detention or retention easements or ponds, sanitary sewers, parks, private roads, and easements shown on the plat or plats of the Subdivision recorded in the Office of the Recorder of Porter County, Indiana.
- D. Fire insurance covering the full insurable replacement value of all improvements located on the Common Area with extended coverage;
- E. Liability insurance insuring the Association and the Board, as well as each Director in their individual capacity, against any and all liability to the public, to any Owner, or to the licensees, invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

- F. Worker's compensation insurance to the extent necessary to comply with the Indiana law, and any other insurance deemed necessary by the Board;
- G. Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation, all equipment, furnishings, and personnel necessary or proper for use of the Common Area.
- H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration, or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Area, for the benefit of the Owners, or for the enforcement of these restrictions.
- I. At the election of the Board, to provide for snow removal on all sidewalks, driveways, and streets leading up to a residence or located in the Subdivision.
- J. At the election of the Board, to provide for the maintenance, repair, and replacement of all landscaping on any Lot in the Subdivision.

Section 3. <u>Annual Assessments</u>. The Board shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association as to which the decision of the Board shall be dispositive.

Section 4. <u>Uniform Rate of Assessment</u>. All regular and special assessments shall be at a uniform rate for each Lot in the Subdivision without adjustment for size of Lots, number of residents or use or non-use of the Common Area.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessment, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, re-construction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-third (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the first day of the month, or as fixed by the Board to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date of any assessment shall be fixed

in the resolution authorizing such assessment and any such assessment shall be payable in advance in monthly installments unless such other periods are determined by the Board.

Section 7. <u>Duties of the Board of Directors</u>. The Board shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owners. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

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

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

Article VI

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, down-spouts, exterior building surfaces, and yard clean-up and/or maintenance; provided, however, that ten (10) days written notice must first be given to the Owner of any such Lot or Lots of the need of such clean-up and/or maintenance.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed, or, in the opinion of the Board, against the Lot or Lots benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot or Lots and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection, as provided for the other assessments of the Association and shall be subordinate to mortgage liens as provided for herein.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Lots or the exterior of any improvements thereon at reasonable hours any day except Sunday.

Section 4. Yard Care and Sprinkler Operation. Unless the Board elects to undertake the responsibility for lawn care mowing, maintenance and upkeep, each Owner covenants and agrees to mow its Lot and provide fertilizer and weed control at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Each Lot is required to have and maintain an underground, automatic sprinkler system which is separately metered and under the control of the Owner of such Lot. Each Owner agrees to and shall conform to the watering schedule established by the Developer or the Board for the underground sprinkler system.

Article VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Power of Committee. There is hereby created an Architectural Control Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall function as and grant all

approvals and variances provided for herein until Developer conveys the last Lot which Developer owns in the Subdivision, except that Developer may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. The Committee shall be composed of not less than three (3) individuals appointed by the Board to serve at the Board's pleasure. Two-thirds (2/3rds) of the Committee shall also be Members of the Association. A majority of members of the Committee shall constitute the decision of the Committee.

- A. **In General**. No dwelling, house, building, structure or improvement of any type or kind shall be constructed or placed on any Lot in the Subdivision without the prior approval which shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. In addition, such plans and specifications shall show the proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" - 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required elsewhere in these Restrictions.
- B. <u>Power of Disapproval</u>. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:
 - (i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;
 - (ii) The design, color scheme or construction materials of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
 - (iii) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the other Owners.
- C. <u>Power to Grant Variances</u>. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions, and no

variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Subdivision.

Section 2. <u>Duties of Committee</u>. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. Should the Committee fail to act within the specified time, the requirements of this Article shall have been automatically waived and the Owner's plans shall be deemed to have complied with all requirements hereof. One copy of all submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for the disapproval.

Section 3. <u>Liability of Committee.</u> Neither the Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 4. <u>Inspection.</u> The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

Article VIII

USE RESTRICTIONS

Section 1. Residential Use. The real estate subject to these covenants and restrictions may be used for single family residential living units and for no other purpose. A structure which is erected on two adjoining Lots joined together by a common exterior roof, wall, and foundation with a common property line is considered a single family residential living unit. There shall be no more one (1) principal dwelling on any one (1) Lot. No business or commercial building may be erected on any Lot. Except as otherwise provided for herein, no business or home occupation may be conducted on any Lot or portion thereof. No building or other improvements shall be erected upon any Lot without prior approval of the Committee as elsewhere herein provided. No accessory building shall be erected prior to erection of the principal dwelling or house.

A. <u>Subdivision of a Lot</u>. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one (1) ownership. In the event of the division or subdivision of any Lot as aforesaid, which results in the division of more than ten (10%) percent of any one Lot, the obligation for Association expenses attributable to the divided or subdivided Lot shall be and become proportionately attributable and chargeable to the contiguous Lot or Lots, and the Owner or Owners thereof, to and with which all or portions of the divided or subdivided Lot or Lots become consolidated.

- B. <u>Consolidation of Two or More Lots</u>. In the event that one or more Lots are developed as a unit, the provisions of these covenants and restrictions with the exception of assessments shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed, or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded plat or plats of the Subdivision.
- **Section 2.** No Accessory Structures or Temporary Building. No accessory structures or tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or in the Common Area.
- **Section 3.** <u>Antennae.</u> No aerial, antennae or satellite dish antennae greater than one (1) meter in diameter shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Subdivision.
- **Section 4.** <u>Boats and Motor Vehicles.</u> No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot or in the Common Area, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view.
- **Section 5.** <u>Trees.</u> Each Lot must have at least two (2) trees growing upon it in the front yard by the time that the dwelling structure is completed. No tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Committee.
- **Section 6.** <u>Artificial Vegetation</u>. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Committee.
- **Section 7.** <u>Automobile Storage Areas</u>. All homes erected upon a Lot shall have a garage attached to and architecturally consistent with the home. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the Committee and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in useable condition.
- **Section 8.** Clothes Drying Area. No portion of any Lot or Common Area shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.
- **Section 9.** <u>Animals.</u> No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so

long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time.

- **Section 10.** Rubbish, Trash and Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or on the Common Area, except in sanitary containers located in appropriate areas concealed from public view.
- **Section 11.** <u>Fences, Hedges and Walls</u>. No fence, hedge, wall or other dividing instrumentality over four (4) feet high in height, measured from the ground on which it stands, shall be constructed or maintained on any Lot unless approved by the Committee, except fences erected by the Developer along the Subdivision boundaries or easement areas.
- **Section 12.** <u>Nuisances</u>. Nothing shall be done or maintained on any Lot or on the Common Area which may be or become a nuisance to the neighborhood.
- **Section 13.** Signs. No sign of any kind shall be displayed to public view on any Lot or any Common Area, except for the following:
 - A. The Developer, or the sales agent for the Developer, may place one professional sign on any Lot or Lots advertising the Lot or Lots for sale.
 - B. Owners shall not display or place any sign of any character, including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed two square feet, may be displayed during any time the Owner or his designated representative is in attendance.

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

- **Section 14.** Common Area. Nothing shall be altered in, constructed on or removed from, any of the Common Area except upon the written consent of the Association.
- **Section 15.** <u>Miscellaneous.</u> No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot or any Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep Owner's Lot free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner as provided for herein, and such entry shall not be deemed a trespass.
- **Section 16.** Residential Setback and Lot Coverage Requirements. No dwelling, house or other above-grade structure designed to be used in connection with such house shall be constructed or placed on any Lot in the Subdivision except as provided herein. All dwellings or houses and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply with the setback lines as established in the plat

or plats of the various portions of the Subdivision. Each Owner acknowledges that variances granted in connection with the Subdivision with respect to lot coverage and building setback lines and agrees to comply with each.

- **Section 17.** Yard Lights. Each Owner of a Lot in the Subdivision shall install a yard light with a dusk to dawn photo cell on the Lot when the dwelling or house is constructed upon said Lot.
- **Section 18.** Exterior Construction. All exterior construction material shall be approved by the Committee.
- **Section 19.** Owner's Obligation to Maintain Lot. Unless such tasks or obligations are undertaken by the Association, the Owner of a Lot in the Subdivision shall at all times maintain the Lot, real estate and improvements in such a manner as to prevent the Lot and improvements from becoming unsightly.
- **Section 20.** <u>Prohibition of Used Structures</u>. All structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used structures shall be relocated or placed on any such Lot.
- Section 21. Necessary Exceptions for Development. Developer, or the transferees of Developer, shall undertake the work of developing all Lots included within the Subdivision. The completion of that work and the sale, rent, or other disposition of the dwellings is essential to the establishment and welfare of the Subdivision as an on-going residential community. In order that such work may be completed and the Subdivision established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees, or the employees, contractors or sub-contractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise. Owner, upon commencement of construction of any residence, dwelling unit or other structure, which is not prohibited by this Declaration shall pursue the performance of any construction diligently and continuously until completion of the structure involved. As used in this Section, the words, "its transferees" specifically exclude purchasers of an individual Lot or Lots improved with completed residences or intended for construction at a later date by someone other than the Developer.
- **Section 22.** Business Use of Lot. An Owner or occupant residing on a Lot may conduct business activities within a Lot only after having received the express written consent of the Board, and so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve door-to-door solicitation of residents of Subdivision; (iv) the business activity does not, in the Developer's, Association's, or Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Subdivision which is noticeably greater than that which is typical of

Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, all as may be determined in the Developer's, Association's, or Board's sole discretion. This subsection shall not apply to any activity conducted by Developer, or its designated agents or contractors with respect to its development and sale of the Lots or products of the Developer or its use of any Lots which it owns within the Subdivision.

Article IX

TRANSFER OF UNIMPROVED LOTS

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

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

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

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

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

Section 5. Exceptions. This Article shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust

which acquires its title as a result of owning a purchase money mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Article X

PARTY WALL COVENANTS AND RESTRICTIONS

Section 1. Party Walls. Each wall which is built as a part of the original construction of a Dwelling Unit and placed on the dividing line between Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage through the negligence or willful acts or omissions shall apply. No Owner shall cut through or make any penetration through a party wall for any purpose, or interfere with the equal use by the abutting Owner.

- A. The middle line of said party wall shall coincide with the boundary line between two (2) Lots. In the event that, by reason of the design, inexactness of construction, shifting or settling of the Dwelling Units, any spaces, structures, utility lines, ventilation ducts, appliances or other portions or components intended to serve the any one Dwelling Unit encroach upon the adjoining Dwelling Unit or Lot, an exclusive easement shall be deemed to exist in favor of said Dwelling Unit and Lot for maintenance, use and enjoyment of such portions or components as encroach on the adjoining Dwelling Unit and Lot, for so long as such portions or components exist
- B. The party wall dividing any Dwelling Units shall be and remain a party wall so long as said party wall is used and useful to said premises.
- C. The Owners a Lots shall have the right to use the party wall by inserting, from their respective sides of boundary line between said Lots, timbers or other materials, up to, but not beyond, a vertical line drawn through the center and along the entire length of said wall, and otherwise use said party wall in any manner that may not interfere with the equal use of the other one-half (½) of said party wall by the Owner of the adjoining Lot, his heirs, grantees or assignees.
- D. If it should become reasonably necessary or advisable to maintain, repair or rebuild the whole, or any portion of said party wall, the same shall be done, as near as is practicably possible so that same is of like materials, size, construction and quality as the present party wall, and the expense of such repairing or rebuilding shall be

- borne equally by the respective Owners, their heirs, grantees or assigns, of the adjoining Lots divided by said party wall.
- E. In case of damage to, or destruction of, said party wall, including the foundations thereof, the Owner of either Lot on which the party wall was constructed, or his heirs, grantees or assigns, shall have the right to go upon the Lot of the other to repair or rebuild the said party wall, and each Owner shall promptly contribute and pay their respective one-half (½) of the reasonable costs of such repairing or rebuilding.
- F. In case it becomes reasonably necessary to replace, rebuild or repair any portion of the roof supported by the party wall herein described, the respective Owners, their heirs, grantees or assigns, shall agree upon the color, type and quality of such roof, and shall share equally the cost of the same. No change shall be made in the roof design or pitch without the written consent of the then Owners of each said adjoining Lots and the Architectural Control Committee.
- G. Whenever in this Declaration anything is required to be done by agreement of the parties, their heirs, grantees or assigns, and such persons are unable to agree thereon due to the incapacity or incompetence of any person required to give consent, or due to the willful and/or unreasonable refusal of any person to agree thereto, the other person or persons shall have the right to petition any court of competent jurisdiction for any relief which the court may determine is necessary in the premises to effectuate and enforce the intent and purpose of this Declaration to resolve the controversy.

Section 2. <u>Destruction by Fire or Other Casualty</u>. If a party wall is destroyed or damaged by fire or other casualty, any Owner who shares the wall may restore it and the other Owner of the adjoining Lot shall contribute to the cost or restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to demand a larger contribution from the other Owner under any rule law regarding liability for damages caused by negligent or willful acts or omissions.

Section 3 Architectural Control. The provisions of this Section are in addition to the obligations and restrictions set forth in Article VII of this Declaration.

A. <u>Approval</u>. No exterior addition, change or alteration of a Dwelling Unit shall be made by any Owner until the plans and specifications showing the nature, kind, shape, height, color, materials and location shall have been submitted to and approved in writing by the adjoining Owner as to the harmony of external design and location in relation to the adjoining structure and topography, which approval shall not be unreasonably withheld.

- B. <u>Decorating Scheme</u>. Each Dwelling Unit shall have a uniform and coordinated exterior decorating scheme, and each Lot shall have a coordinated and sightly landscaping scheme. Any substantial deviation from the original exterior decoration and landscaping shall require the written approval of the adjoining Owner. Awnings, canopies, exterior shutters and other similar decor may not be added without the written approval of the other Owner. Each approval required hereunder shall not be unreasonably withheld.
- C. <u>Responsibility of Owners</u>. The Owners of Dwelling Units shall have the responsibility to repair, replace and maintain the exterior and interior of their Dwelling Units in a clean, sightly and attractive manner.

Section 4. Insurance.

A. **Dwelling Units**.

- (i) Each Owner shall be required to obtain and maintain adequate insurance of his Dwelling Unit, which shall insure the Dwelling Unit for its full replacement value, with no deductions for depreciation, against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value or for necessary repair or reconstruction work.
- (ii) To the extent obtainable, each Owner shall be required to obtain and maintain general liability insurance against liability for any negligent act of commission or omission occurring within a Dwelling Unit or upon a Lot.
- (iii) Upon request, each Owner shall be required to supply the other Owner with evidence of insurance coverage on his Dwelling Unit which complies with the provisions of this section.

Section 5. Repair or Replacement of Damaged or Destroyed Property. Each Owner shall be required to reconstruct or repair any Dwelling Unit destroyed by fire or other casualty. In the event of damage or destruction by fire or other casualty to any Dwelling Unit covered by insurance, then such Owner shall, with the concurrence of the Owner's mortgagee, if any, within thirty (30) days of the receipt of the insurance proceeds, contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the Dwelling Unit in a good and workmanlike manner, in conformance with the original plans and specifications. If such Owner refuses or fails for any reason to so repair or rebuild as provided, then the other Owner is hereby irrevocably authorized by such Owner to repair and rebuild such damaged or destroyed portions of the Dwelling Unit in a good and workmanlike manner in conformance with the original plans and specifications thereof. In such event, the other Owner shall have a lien against such defaulting Owner's Dwelling Unit and land in whatever amount sufficient to adequately pay for such repair or rebuilding.

Section 6. Separate Taxes. It is intended that real estate taxes are to be separately taxed to each Owner for his Dwelling Unit and Lot. In the event that for any year such real estate taxes are not separately taxed to an Owner but are taxed on the Subdivision or some part thereof, then such Owner shall pay the amount thereof attributable to his Dwelling Unit and Lot.

Article XI

GENERAL PROVISIONS

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

- **Section 2.** Owner's Obligation to Maintain and Repair. Each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.
- **Section 3.** <u>Notices.</u> Any notices required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.
- **Section 4.** <u>Severability</u>. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
- **Section 5.** <u>Amendment.</u> This Declaration may be amended, modified or terminated at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the Owner of any Lot or any property affected by this Declaration, said amendment

shall not be effective without Developer's express written joinder and consent. Any amendment shall become effective upon recordation unless otherwise specified in such amendment.

Section 6. <u>Usage</u>. Whenever used the singular shall include the plural and singular, and the use of any gender shall include all genders.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Recorder of Lake County, Indiana.

Section 8. <u>Developer Right to Erect Model Homes</u>. No Owner of any Lot in the Subdivision other than Developer or persons having the written permission of the Developer shall build, or permit the building upon any such Lot of any dwelling that is to be used as a model home or exhibit house, and further, the Developer reserves the right to operate from any Dwelling Unit a sales and/or management office for itself, its agents, and other entities designated by the Developer in which to market, promote, and feature the Subdivision and all other products and/or developments of the Developer or related entities.

***** SIGNATURE PAGE FOLLOWS *****

In	Witness	Whereof,	the	Developer	has	caused	this	Declaration	of	Covenants	and
Restrictions of Jackson's Corner Subdivision to be executed on the date first written above.											

A & J Development, Inc.

By:			
Title:			
Printed:			

STATE OF)		
) SS:		
COUNTY OF)		
Before me, the undersigned, a	Notary Public for above reference	e State and County
personally appeared	•	• • • • • • • • • • • • • • • • • • • •
acknowledged the execution of the foreg		
on behalf of said corporation. Signed an		•
My Commission Expires:		
	Notary Public	
	County of Residence:_	

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

This Instrument Prepared By: William A. Ferngren, Esq. FERNGREN LAW OFFICES, LLC 570 Vale Park Road, Suite B Valparaiso, Indiana 46385 Telephone: (219) 771-0155 bill@ferngrenlaw.com

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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: IN 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: 500 N. Valparaiso Subject Property fronts on the South between (streets) 250 W and 175 W Zoning District (Current): SR-Suburban Residential Description of Location of Property: South side of road between 250 W, and 175 W Zoning District (Proposed): Zoning of Adjacent Properties: North: R2 Medium Density South: SR - Suburban Residential & Residential (County) ER - Estate Residential Parcel/Tax Duplicate Number: 64-09-09-200-006.000-004 East: SR - Suburban Residential West; R2 Medium Density Residential (County) 64-09-09-200-007.000-004 Present Use of Property: Vacant 6409-09-200-008.000-004 Subdivision (If Applicable): Iron Gate Proposed Use of Property: 160 lot residential subdivision Irregular Dimensions of Property: Front: _____ Depth: Property Area (sq. ft./acres): 79.0 acres

PETITIONER INFORMATION		
Applicant Name: Lennar Homes of Indiana, LLC Phone: 219-464-4961	Address:	c/o Todd A. Leeth and Katie L. Kopf Hoeppner Wagner & Evans LLP 103 E. Lincolnway
Email: tleeth@hwelaw.com/kkopf@hwelaw.com		Valparaiso, Indiana 46383
PROPERTY OWNER INFORMATION		
Applicant Name: DRP IN 2 LLC	Address:	Attn: Chris Bornemann,
Phone:		Joel Kaul New York, NY 10022
LEGAL DESCRIPTION OF SUBJECT PROPERTY: (EXHIBIT NO See Attached		
PROPOSED VARIANCES OR WAIVERS: (EXHIBIT NO)		

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.

Signature of owner/Petitioner	Date	2022
Todd A. Leeth, Attorney for Petition	er	
Printed name		
	s-14s	2022
Printed name Subscribed and sworn to before me this	day ofAugust	, 2022
	KIMBERLY S. WER	NER
		NER ndiana

Legal Description

The East Half of the Northeast Quarter of Section 9, Township 35 North, Range 6 West of the Second Principal Merdian, excepting therefrom the North 436 feet of the East 100 feet, all in Porter County, Indiana, described as follows:

Commencing at a found Bernsten Monument as identified by the Porter County Surveyor per Document Number 25061 at the Northeast corner of said Section 9; thence South 00 degrees 02 minutes 33 seconds East (basis of bearings is the Indiana State Plan Coordinate System, West Zone North American Datum 1983) along the East line of the Northeast Quarter of said Section 9, said East line also being the West line of Brigata Hills Subdivision as recorded per Document Number 2006-037257 in Plat File 50-D-6 in the Office of the Recorder of Porter County, a distance of 436.00 feet to a line that is 436.00 feet South of and parallel with the North line of the Northeast Quarter of said Section 9 for the Point of Beginning:

Thence continuing South 00 degrees 02 minutes 33 seconds East along the Northeast Quarter of said Section 9, a distance of 2,202.91 feet to a found iron rod at grade with cap identified by the Porter County Surveyor per Document Number 25063 at the Southeast corner of the Northeast Quarter of said Section 9; thence South 89 degrees 42 minutes 41 seconds West along the South line of the Northeast Quarter of said Section 9, a distance of 1,321.31 feet to the West line of the East half of the Northeast Quarter of said Section 9 as monumented; thence North 00 degrees 03 minutes 38 seconds West along the West line of the East half of the Northeast Quarter of said Section 9 as monumented, a distance of 2,639.21 feet through a found Harrison Monument identified by the Porter County Surveyor per Document Number 24061 to the North line of the Northeast Quarter of said Section 9; thence North 89 degrees 43 minutes 28 seconds East along the North line of the Northeast Quarter of said Section 9, a distance of 1,222.14 feet to a mag nail set flush with washer stamped "Derango LS No. 22100011" on a line 100.00 West of and parallel with the East line of the Northeast Quarter of said Section 9; thence South 00 degrees 02 minutes 33 seconds East along said parallel line a distance of 436.00 feet to an iron rod set flush with Blue Cap stamped "Derango LS No. 22100011" on a line 436.00 South of and parallel with the North line of the Northeast Quarter of said Section 9; thence North 89 degrees 43 minutes 28 seconds East a distance of 100.00 feet along said parallel line to the Point of Beginning.

Written Description

Petitioner seeks Secondary Plat for Iron Gate Subdivision, which is a 160-lot single family development. The Plan Commission approved the Primary Plat on February 1, 2022.

Affidavit and Consent of Property Owner

(To be presented with application for Plan Commission)

Brian Clauson, being duly sworn upon his oath, being of sound mind and legal age deposes and states:

- 1. That <u>DRP IN 2, LLC</u> ("Owner") is the legal owner of real property that is the subject of a petition before the Plan Commission.
- That Owner authorizes <u>Lennar Homes of Indiana, LLC</u> ("Petitioner") to seek the relief sought in the Petition filed before the Plan Commission. Petitioner is further authorized to commit to any reasonable restriction requested by the Plan Commission or proposed by the Petitioner.

OWNER:

DRP IN 2, ILC, a Delaware limited liability company

By:

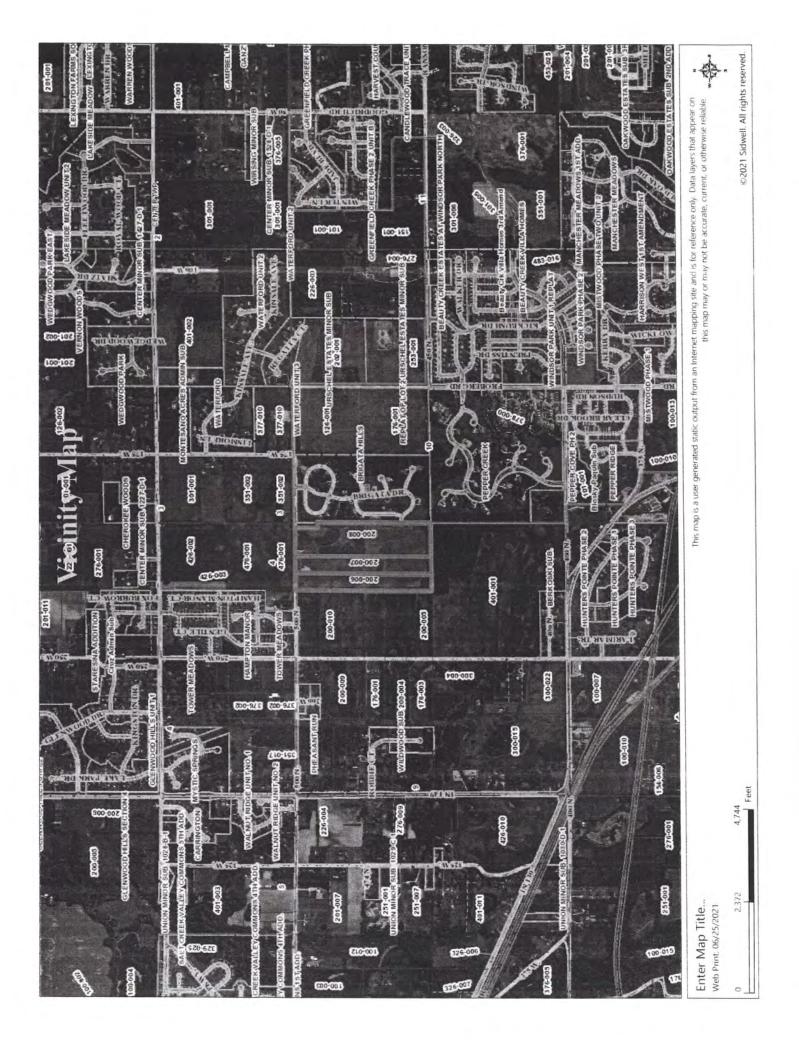
Brian Clauson, Authorized Signatory

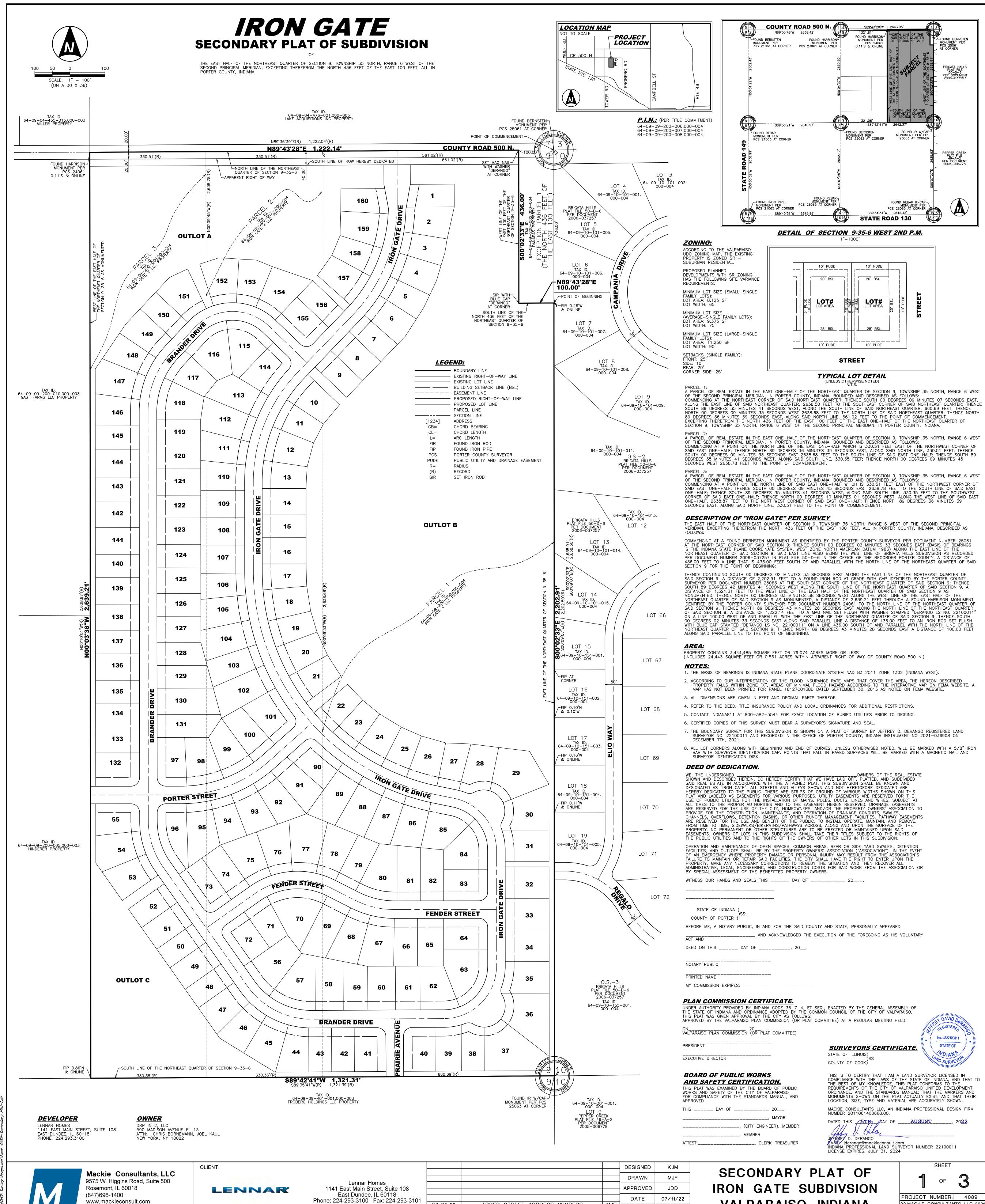
Subscribed and sworn to before me this ______ day of August, 2022.

Notary Public

My Commission Expires: QM 31,2027

JANEEN A CLAUSON Notary Public Minnesota My Commission Expires Jan 31, 2027





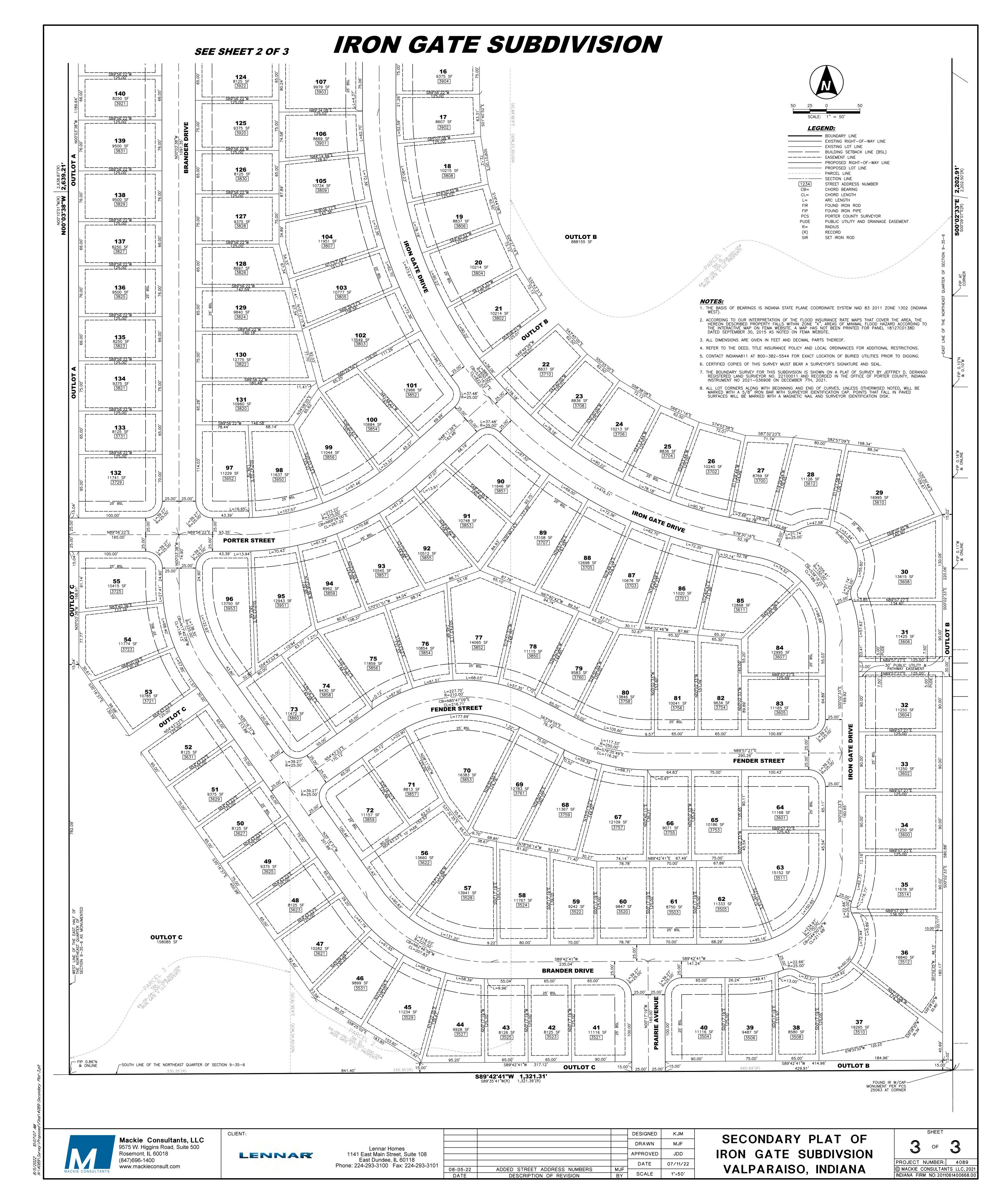
www.mackieconsult.com

08-05-22 ADDED STREET ADDRESS NUMBERS SCALE 1"=100' DATE DESCRIPTION OF REVISION BY

VALPARAISO, INDIANA

🛇 MACKIE CONSULTANTS LLC, 2021 INDIANA FIRM NO: 2011061400668.00





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 Definitions

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 RECORD: 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 Board, 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.
 - (iii) Maintenance, repair and replacement of the all detention areas and the stormwater management system which serves the Development, all in accordance with the Stormwater Management System Maintenance Plan attached hereto as Exhibit D.
- (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 <u>ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY</u> 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 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 MEMBERSHIP: 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 DIRECTOR AND OFFICER LIABILITY: 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, which 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.

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 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 PAYMENT OF COMMUNITY ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and at such other times during such calendar year that periodic installments are due (if any), 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 PAYMENT OF ASSESSMENTS: 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 CREATION OF LIEN AND PERSONAL OBLIGATION: 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 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: 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 OTHER REMEDIES OF THE BOARD: 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 Declarant's Reserved Rights and 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 ARCHITECTURAL CONTROLS: 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.
- 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) <u>Commencement of Proceeding Against Declarant</u>. 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) Negotiation. 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) Mediation. 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 TIME FOR COMMENCEMENT: 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 ENFORCEABILITY: 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. THE 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 NECESSITATED BY THAT PARTY'S INDIVIDUAL DISPUTE(S). ANY 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 HOMES OF INDIANA, INC., a Delaware corporation
		By:
		Name:Title:
STATE OF ILLINOIS)	
COUNTY OF) SS	
		lic in and for said County and State, do hereby certify a Vice President of Lennar Homes of Indiana, Inc., a
Delaware corporation ("C that he signed and deliver	orporation") ap red said instrur	opeared before me this day in person and acknowledged ment as his free and voluntary act, and as the free and ses and purposes therein set forth.
GIVEN under my	hand and Notar	rial Seal this day of, 20
		Notary Public

EXHIBIT A TO DECLARATION FOR IRON GATE

The Development Area

PARCEL I:

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. LOTS:

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 PLACE OF MEETING; QUORUM: 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 WAIVER OF NOTICE: 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 QUORUM: 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.

EXHIBIT D TO DECLARATION FOR IRON GATE

Stormwater Management System Maintenance Plan

[See attached]