

166 Lincolnway Valparaiso, IN 46383 (219) 462-1161 Valpo.us

Valparaiso Board of Zoning Appeals Meeting Agenda

Wednesday, January 18, 2023, 5:30 p.m. City Hall, 166 Lincolnway, Valparaiso, IN 46383 Council Chambers

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Adoption of Meeting Minutes December 21, 2022
- 4. Old Business

VAR22-019

A petition filed by El Sabor Poblano c/o Carlos Cuautle to request the following Variances from Development Standards related to seeking approval for a walk-in cooler appliance on the exterior of the building at 902 Calumet Ave., Suite 1:

- Section 2.401 to allow a walk-in cooler appliance outdoors (front yard);
- Section 2.402(1)(C) to allow an 8ft tall fence;
- Section 2.402(C)(1) to allow a privacy fence vs an ornamental fence to screen the outdoor cooler appliance

(all per drawings submitted).

VAR22-016

A petition filed by DVG Team, Inc.to request the following Variances from Development Standards related to a Drive & Shine Car Wash Facility project proposed at 2501 Calumet Ave:

- Section 3.505 to allow front yard building setback adjacent to the private road (north side of proposed Drive & Shine Car Wash) to be 3ft (building encroachment into setback per site plan submitted);
- Section 11.502(B)(1) to allow required building offset lengths to be less than 20ft (per site plan submitted);
- Section 11.506(A) to allow opaque (spandrel glass) windows to be included in transparency calculations and to allow tinted green glass on curtain wall framing, storefront windows, and storefront doors (per building elevation drawings submitted).

VAR22-017

A petition filed by DVG Team, Inc.to request the following Variances from Development Standards related to a Drive & Shine Lube Center project proposed at 2511 Calumet Ave:

- Section 11.502(A) to allow bumpouts to not be required on the Lube Center building (2060 sq. ft.) (per site plan submitted);
- Section 11.506(A): to allow opaque (spandrel glass) windows to be included in transparency calculations; and to allow tinted green glass on storefront windows and storefront doors (all per building elevation drawings and elevation transparency table submitted).

(agenda continued on next page)

VAR22-018

A petition filed by DVG Team, Inc.to request the following Variances from Development Standards related to a Drive & Shine Car Wash Facility project proposed at 109 Porters Vale:

- Section 11.502(A) to allow uninterrupted horizontal dimension of approximately 80ft for the building (7,235.89 sq. ft);
- Section 11.502(B)(1) to allow required building offset lengths to be less than 20ft;
- Section 11.506(A): to allow opaque (spandrel glass) windows to be included in transparency calculations, to allow reduced required transparency along the primary façade (south, from 60% to 34%, to allow reduced required transparency along a nonprimary façade (north, from 30% to 5%, and to allow tinted green glass on curtain wall framing, storefront windows, and storefront doors; and
- Section 5.303(E)(2)(a) to allow signage above the roof line.

5. New Business

VAR22-020

A petition filed by Amanda and Shayne Snider. The property is located at 415 Madison Street in a Neighborhood Conservation (NC 60) Zoning District. The petitioner requests the following variance(s):

 Section 2.305(C)(1) – To allow an inground pool in a side yard (otherwise permitted behind the principal building).

VAR22-021

A petition filed by Frederick Frey. The property is located at 3107 Churchview Drive in a General Residential (GR) Zoning District. The petitioner requests the following variance(s):

 Section 3.501(B)(Table 3.501) – To vary the required twenty-five (25) feet rear yard setback to allow for a fifteen (15) feet rear yard setback for the construction of a single-family home.

VAR22-022

A petition filed by Valparaiso Exterior Designers. The property is located at 2607 Kieffer Court in a Suburban Residential (SR) Zoning District. The petitioner requests the following variance(s):

- Section 3.501(B)(Table 3.501) To vary the required thirty (30) feet rear yard setback to allow for a twenty-three and a half (23.5) feet rear yard setback for the construction of a sunroom.
- 6. Other Business Election of Officers, Certificates of Appointment
- 7. Staff Items
- 8. Adjournment

Kyle Yelton, Vice President – Board of Zoning Appeals Beth Shrader, Planning Director

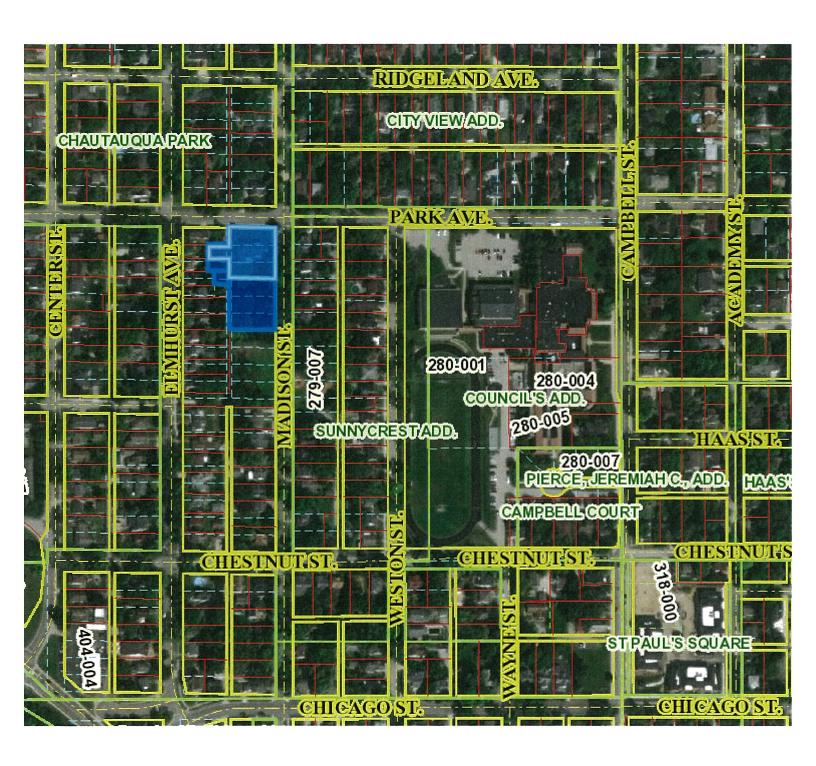
Next Meeting: February 15, 2023, 5:30 p.m.

Interested persons may attend in person, view the meeting live on the city's website (www.valpo.us), participate via web conference (bit.ly/ValpoBZA2023), or submit written comments (with name, address and telephone number) to the Planning Director prior to the hearing date (planningdepartment@valpo.us or City Hall address provided above).

This application is being submitted for (Check all that app	Petition #:		
Use Variance	Application Type: bw. Sfand		
Development Standards Variance Special Exception/Special Use	Application Filing Fee:		
Relief to Administrative Decision			
Conditional Use	Date Filed: 12 / 22		
Wireless Communications Facility	Meeting:/		
SUBJECT PROPERTY INFORMATION	TYPE OR PRINT IN INK		
Property Address:	Subject property fronts on the		
415 MADISON STREET	side between (streets) Park Ave.		
(1) WHO SON STREET	& Chestnut St.		
	Zoning District: NC 60		
PETITIONER INFORMATION			
Applicant Name:	Address:		
AMANDA: SHAYNE SNIDER	415 MADISON STREET		
Phone:	TIS WITH SON OVEREN		
312/613-1500			
Email:			
AIREIDESBEGLOBAL. NET			
PROPERTY OWNER INFORMATION			
Applicant Name:	Address:		
AMANDA-SHAYNE SNIDER			
Phone:	415 MADISON STROST		
314613-1500			
Email:			
AIRFIDE SEGLOBAL NOT			
SECTIONS OF UDO FROM WHICH A VARIANCE, SPECIAL E	XCEPTION OR ADMIN RELIEF IS SOUGHT:		
Article:Section <u>2.305</u> Paragraph: <u></u> Item: <u>1</u>	Article:Section:Paragraph:Item:		
Article:Section:Paragraph:Item:	Article:Section:Paragraph:Item:		
	Article:Section:Paragraph:Item:		
Article:Item:Paragraph:Item:	Article:Section:Paragraph:Item:		

For Office Use Only:

PETITION TO VALPARAISO BOARD OF ZONING APPEALS:



Legal Description of Subject Property:	: (Or Exhibit #
--	-----------------

Lots 1, 2, 3, 4, 5 and 6 in block 16 in Chautauqua Park in the city of Valparaiso, as per plat thereof, recorded in miscellaneous record "E," page 582, in the Office of the Recorder of Porter County, Indiana. Together with the East ½ of the vacated alley lying west and adjoining said lots.

Also, the east 54.5 feet of lot 19 in block 16 in Chautauqua Park in the city of Valparaiso, a per plat thereof recorded in miscellaneous record "E," page 582, in the Office of the Recorder of Porter County, Indiana. Together with the west ½ of the vacated alley lying east and adjoining said lots.

Also, the north 30 feet of lot 18, except the west 73.5 feet thereof, the south 20 feet of the east 37 feet of lot 18 and the north 18.44 feet pf the east 37 feet of lot 17 in Chautauqua Park in the City of Valparaiso, as per plat thereof, recorded in miscellaneous record "E," page 582, in the Office of the Recorder of Porter County, Indiana. Together with the west ½ of the vacated alley lying east and adjoining said lots.

Description of Proposed Project: (Or Exhibit #
--

We are requesting to install an inground pool on the south side of our home, approximately 25' away from the primary structure. The pool will be enclosed on the north and east by a retaining wall, required to retain the soil in each of these directions, allowing the pool to be "lowered" below existing grade. Pool elevation will generally match that of existing driveway / new garage floor. Pool will be secured with a power safety cover.

Variance from Development Standards Petitioner's Proposed Findings of Fact

(Please use fillable pdf, print neatly, or attach printed document.)

Petitioner submits that:

orals, and general welfare of the community because:
he proposed variance (pool location) will be screened and private from the street and surrounding roperties. Access to the pool will be restricted by way of a mechanically operated power safety cover.
e use and value of the area adjacent to the property included in the proposed variance will not be ected in a substantially adverse manner because:
he proposed variance (pool location) would remain approximately 38' removed from the closest roperty and approximately 95' from the closest resident. The location would also remain pproximately 155' from the adjacent park. In addition, the proposed pool location would be screened and private from Madison Street.
e strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the perty included in the proposed variance because:
Space behind the principal structure is unavailable due to the location of the existing driveway and coach/garage house.
h r p n

The petitioner carries the burden of proving to the Board of Zoning Appeals the existence of each and every one of the elements listed above.



Snider Residence 415 Madison Street Valparaiso, IN

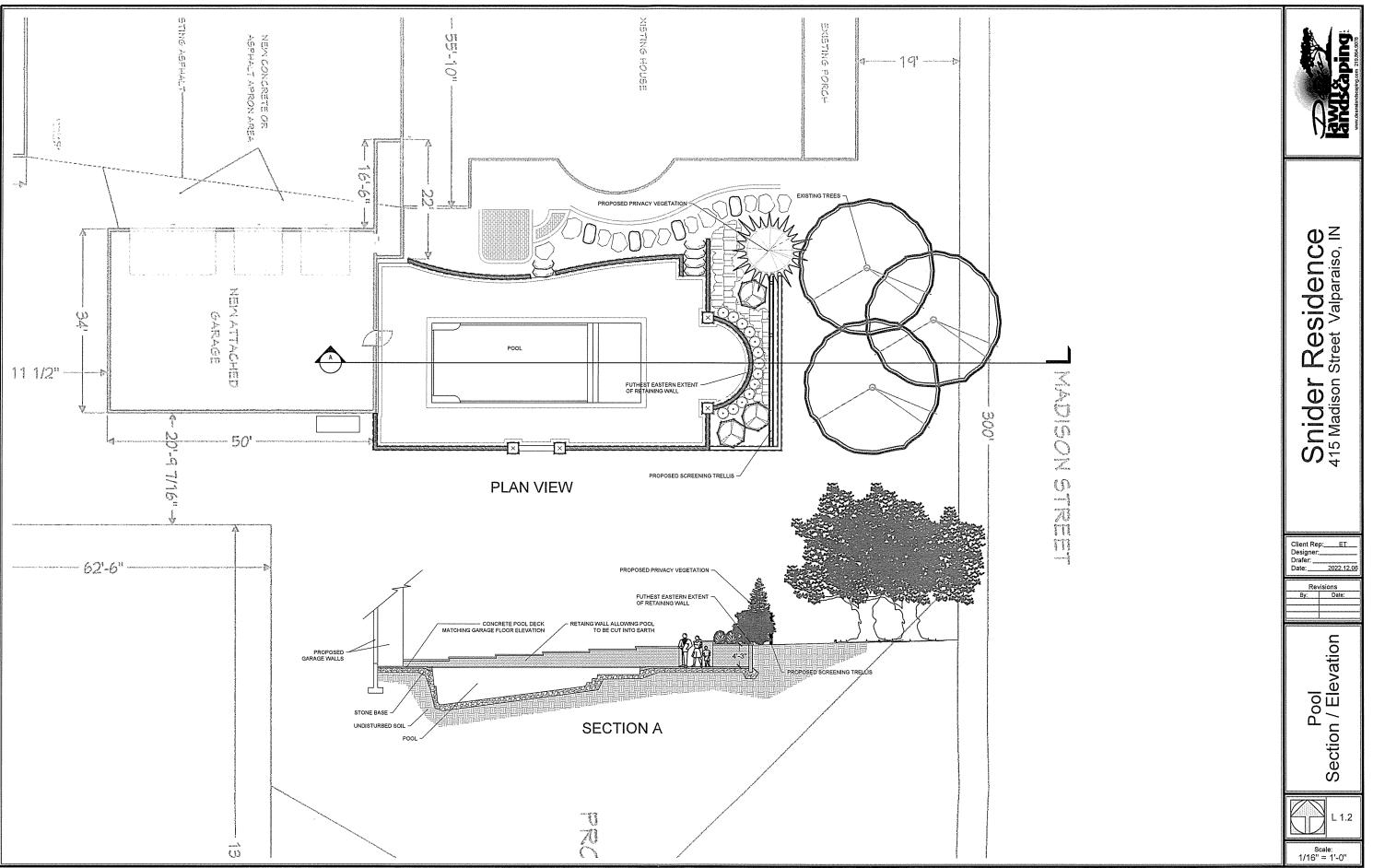
Client Rep: ET Designer: Drafer: Date: 2022,12.06

Revisions
By: Date:

Pool Site Plan

L 1.1

NOTICE: ALL RIGHTS RESERVED NO PARTS OF THESE PLANS MAY BE USED, REPRODUCED, COPIED, OR CHANGED IN ANY WAY FROM OR BY ANY HEARS WITHOUT THE WRITTEN PERMISSION FOO DEAN'S LAWN AND LANDSCAPE, INC. HAS BEEN COMPENSATED FOR THEIR USE ALI IS AFFIXED. THIS USE IS LIMITED AND INTENDED AS A SERVICE. ANY OTHER TYPE OF ARCHITECTURAL SERVICE IS NEITHER INTENDED NOR IMPLIED, DISCOVERY OF ANY ERROR OF OMISSION MUST BE REPORTED TO DELAY'S LAWN AND LANDSCAPE, INC. HIS BEEN COMPETENT CONTRACTORS KNOWLEDGEABLE IN THE BUILDING TRADES WHO WILL CHECK AND VERBEY ALL DIMENSIONS AND CONDITIONS AND CONDITIONS AND CONDITIONS AND CONDITIONS AND EXERT VERBE OF THEM. DELAY SERVICE IN CONTRACTORS KNOWLEDGEABLE IN THE BUILDING TRADES WHO WILL LOCAL BUILDING AND SAFETY ORDES/ORDINANCES. DELAY'S AND MATERIAL SPECIFIED ON THESE DELAWING. MAINTACTURERS' GUARANTIES SHALL APPLY. INFRINGEMENT OF THIS HOTICE MAY PERSON. IT IS NOT MEANT TO BE AN EXACT PENDITION.



MOTICE: ALL RIGHTS RESERVED. NO PAPTS OF THESE PLANS MAY BE USED. REPPODUCED. COPIED, OR CHANGED IN ANY WAY FROM OR BY ANY MEANS WITHOUT THE WRITTEN PERHISSION FROM DEAN'S LAWN AND LANDSCAPE, INC. AS BEEN COMPENSATED FOR THEIR USE IS SUBJECT TO AN ADDITIONAL FEE, DEAN'S LAWN AND LANDSCAPE, INC. OR UNTIL DEAN'S LAWN AND LANDSCAPE, INC. OR UNTIL DEAN'S LAWN AND LANDSCAPE, INC. OR WRITE DEAN'S LAWN AND LANDSCAPE, INC. WILL NOT ACCEPT ANY PERPONSIBILITY FOR THE BUILDING CONSTRUCTION. THESE PLANS APE INTERIORS AND CONDITIONS AND BE RESPONSIBLE FOR THEM. DEAN'S LAWN AND LANDSCAPE, INC. WILL NOT ACCEPT LAY PESPONSIBILITY FOR THE BUILDING CONSTRUCTION PROCESS AND SAFETY PRECAUTIONS WHICH MUST COMPLY WITH ALL LOCAL BUILDING AND SAFETY CODES/OPDINANCES. DEAN'S LAWN AND LANDSCAPE, INC. WILL NOT ACCEPT LIABILITY FOR PRODUCTS AND MATERIAL SPECIFIED ON THESE DRAWINGS. MANUFACTURERS' GUARANTIES SHALL APPLY, INFRINGEMENT OF THIS DESIGN. IT IS NOT MEANT TO BE AN EXACT RENDITION.













PETITION TO VALPARAISO BOARD OF ZONING APPEALS:		For Office U	se Only:	
This application is being submitted for (Check all that apply):		Petition #: VAR 22- 021		
 □ Use Variance □ Development Standards Variance □ Special Exception/Special Use □ Relief to Administrative Decision □ Conditional Use □ Wireless Communications Facility 		Application Date Filed:	Type: <u>Dev. Sh</u> Filing Fee: <u>\$\$ b</u> 12	22
SUBJECT PROPERTY INFORMATION			TYPE O	R PRINT IN INK
Property Address:	Subject prope	erty fronts on	the east	side:
3107 Churchview Dr.	side between	(streets) of	Churchvie	ew
	&			
	Zoning Distric	t: <u>GR</u>		
PETITIONER INFORMATION				
Applicant Name:	Address:			
Phone: 219-242-3800 Email: Frederick. Frey @ valpo. edn		Washi	ington S	57.
PROPERTY OWNER INFORMATION				
Applicant Name: Frederick L. Frey Phone: 219-242-3800	Address: 407 l	Nashii araise	19 ton 57	t. 2383
Email: Frederick, frey@valpo, edu SECTIONS OF UDO FROM WHICH A VARIANCE, SPECIAL I	EVCEDTION OF	ADMINI DELLE	E IS SOLIGHT.	
Article:Section: 3.403 Paragraph:Item:	1			ltom:
Article: 3 Section: 3.501 Paragraph: B Item: Table	3.501 Article:	Section:	raragraph: Paragraph:	item:
Article:Section:Paragraph:Item:				
Article: Section: Paragraph: Item:				

LEGAL DESCRIPTION OF SUBJECT PROPERTY: (OR EXHIBIT NO._____)

LOT 48 IN BULLS EYE MANOR SUBDIVISION SECTION A,
IN THE CITY OF VALPARAISO, AS PER PLAT THEREOF,
IN PLAT FILE 15-6-6, IN THE OFFICE OF THE
RECORDER OF FORTER COUNTY, INDIANA

DESCRIPTION OF PROPOSED PROJECT: (OR EXHIBIT NO._____)

NEW CONSTRUCTION OF A SINGLE FAMILY

1 & STORY HOME WITH AN ATTACHED

2 CAR GARAGE AND OFEN PORCHS.



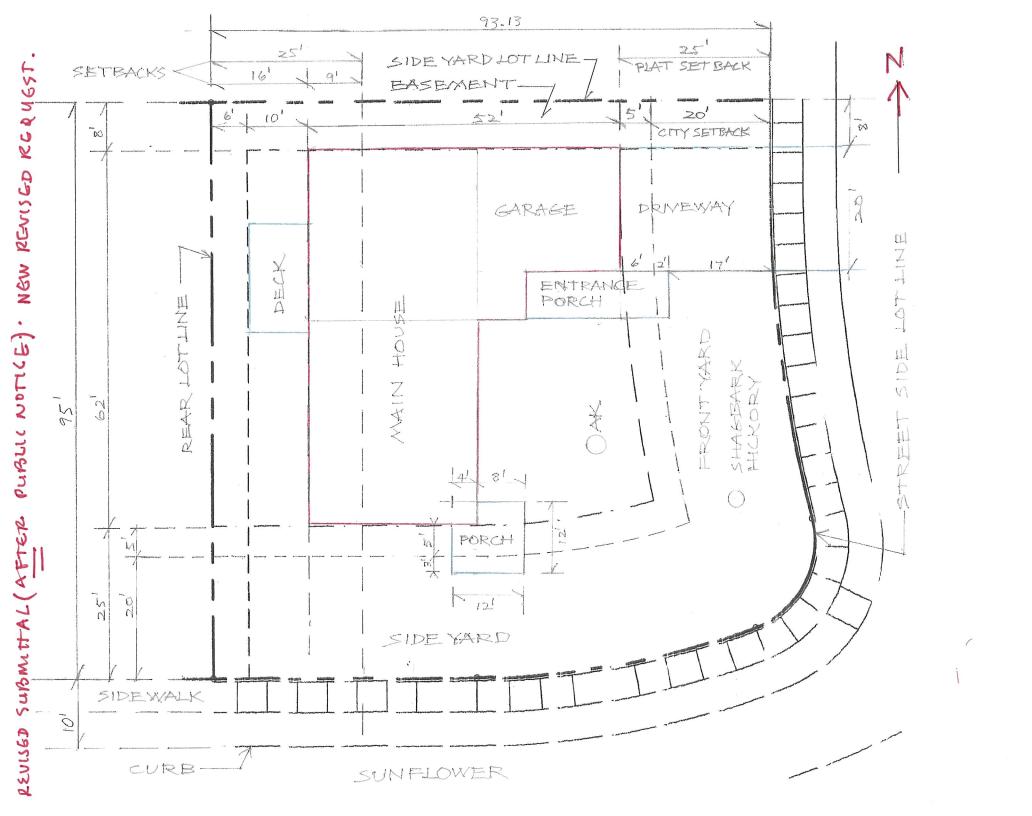


3107 CHUPCHVIEW





OFIGINAL SUBMITTAL, SEG REVISED.



Variance from Development Standards Petitioner's Proposed Findings of Fact

(Please use fillable pdf, print neatly, or attach printed document.)

Petitioner submits that:

A.	The proposed variance from the Development Standards will not be injurious to the public health, s	afety,
	morals, and general welfare of the community because:	

SEE ATTACHED.

B. The use and value of the area adjacent to the property included in the proposed variance will not be affected in a substantially adverse manner because:

SGE ATTACHED.

C. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property included in the proposed variance because:

SEE ATTACHED.

The petitioner carries the burden of proving to the Board of Zoning Appeals the existence of each and every one of the elements listed above.

REVISED SUBMITTAL AFTER PUBLIC NOTICE.

Petitioner submits that:

Δ

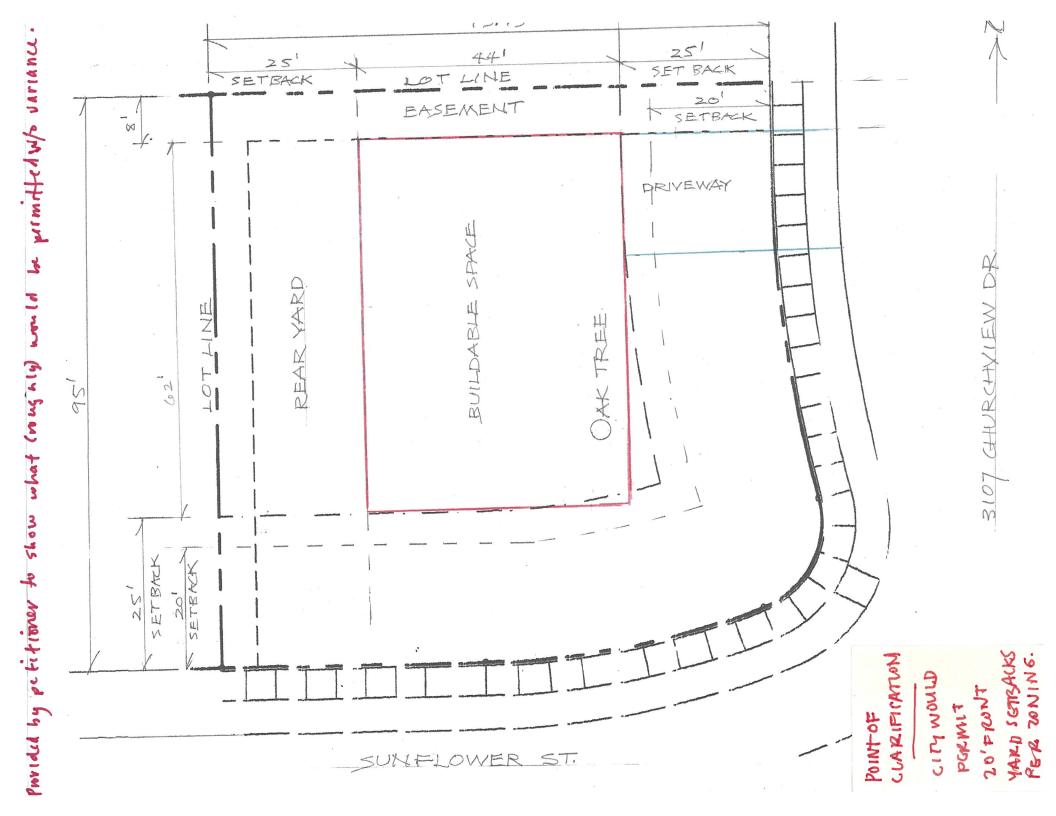
Reducing the rear yard setback from 25' to 16' will not substantially change the normal traditional family backyard activities (gardening, grilling, enjoying outdoor play, dining and entertaining) for the proposed construction.

В.

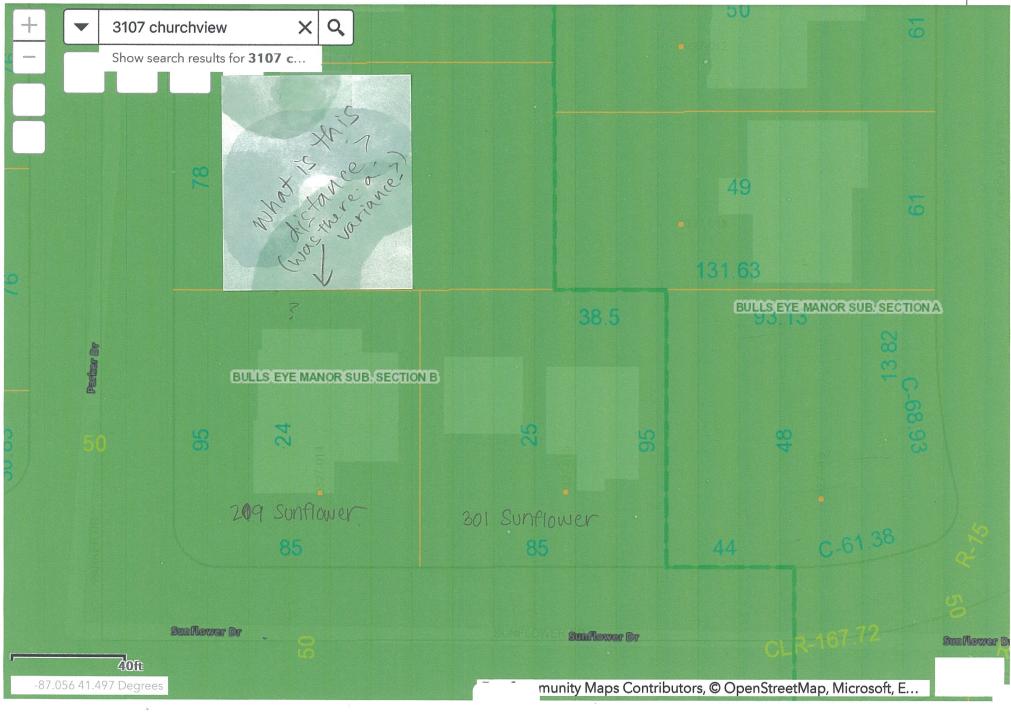
The use and value of the adjacent property included in the proposed variance will not be affected in any adverse way. This adjacent property currently has a new 6' high privacy fence which runs the entire length of the affected lot line with the home situated 8' from the lot line as is allowed within the side yard setback. The proposed 16' setback is twice the 8' side yard setback required if my lot were an interior lot with a side yard abutting an adjacent side yard. Any potential adverse affect from additional stormwater runoff could be remedied with an intake drain connected to the existing city storm water drain which runs through the easement on the north side of the lot. (There is already a water problem in the northwest corner of the lot exacerbated by neighboring sump pumps ejecting water into that area.)

C.

The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property included in the proposed variance because it would necessitate locating a house unnecessarily close to the Y-shaped corner intersection of Churchview and Sunflower. It would reduce a good part of the open and more "public" green space which currently enhances and defines the neighborhood entrance. The corner lot has remained open since the 1970s when Bullseye Manor was developed. With the diagonal entrance approach on Churchview from Valparaiso Street, the lot has been a "public" green space and highly visible to residents as they enter the subdivision. I believe the green space should be retained as much as possible for the aesthetic contribution it makes to the entrance of the subdivision. A significant amount of green space would be lost if a house were located within the three 25' setbacks. I propose locating and L-shaped house toward the northwest corner with a rear yard setback of 16'. This allows the front facade of the south leg to be 24' behind the allowed 25' front yard setback along Churchview. This added green space would act as an important buffer for automobile sounds and headlight washing over the front of the house as they enter from Valparaiso Street. In consideration of neighboring homes, I have intentionally held to the 25' plat setbacks for the east and south legs of the house, rather than the less restrictive 20' setbacks required in the UDO.



Porter County Data Map



EYE MANOR

SUBDIVISION

SECTION

INGAL DESCRIPTION

A purcel of land in the East + of the N.R. + of the Naw. + of Section 12, Township 35 North, Range 6 West of the 2nd P.M. in the City of Valparaise, Porter County, Indiana described as follows: Beginning at the S.E. corner of said East 2; thence N 89"54' W along the South line of said East \$, 234.13 feet; thence N 0° E, 185.62 fact; thence H 90° W. 44.0 fact; thence H 0° E,95.0 fact; thence H 90° W. 38.5 fact; thence H 0° E, 305.0 fact; thence H 22°33° E, 77.55 fact; thence H 60° W. 95.0 feets thence N 30° E, 156.14 feets thance N 60° W, 34.46 feets thence N 30° E, 100.90 feet to a point which is 300.0 feet South of the North line of said Bast #; thence S 89°52'49' E, 306.95 feet to a point on the Sant line of said East &, which is 340.0 feet Bouth of the N.E. corner of said East is thence S 00 M along said East line, 892.76 feet; thence S 69*19'19' E, 40.97 feet to the centerline of Valparaiue Street; thence S 26*40'01" W along said centerline, 81.53 feet to the point of beginning. Containing 7.18 Acres, more or loss, and subject to all Legal Highways and Essenents.

STATE OF INDIANA COUNTY OF PORTER

54

51

50

49

DRIVE

46

SOUTH HIME NEYS EN'YS REC 15-35-5.

SUNFLOWER

DRI

3 Ш

5 9

URCH

2

I. R. Donald Bengel, hereby cartify that I am a Registered Professional Engineer and Land Surveyor licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me on

Dated this lat day of August, 1975.



E Donald Bragel Ind. Reg. Prof. Engineer Mo. 12379 Ind. Reg. Land Surveyor No. 12226

CERTIFICATE OF APPROVAL

Under authority provided by Chapter 174- Acts of 1967 enacted by the General Assembly of the State of Indiana and Ordinance adopted by the City Oduncil of the City of Valparaiso, Indiana, this plat was given approval by the City of Valuarnimo an follows:

Approved by the City Plan Commission at a meeting held on the day of . 1975.

Secretary

SETBACKS CFERENC FRONT STOWING DOC is AP

We the undersigned, emers of the real estate shown and described herein, do certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BULIS RES MANOR SUBDIVISION SECTION A. All streets shown and not heretofore dedicated are hereby dedicated to the public.

An easement is hereby granted to the County of Porter all public utility companies including General Telephone Company and Horthern Indiana Public Service Company severally, and private utility companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, poles and wires, either overhead or underground with all messessary braces, guye, anchors, and other appliances in, upon, along, and over the strips of land designated on the plat and marked "UTILITY BASEMENT", for the purpose of cerving the public in general with never, water, gas, electric and telephone service, including the right to use the streets, where necessary, and to overhang lots with serial service wires to serve adjacent lots, together with the right to enter upon the said ensements for public utilities at all times for any and all of the purposes aforesaid and to tris and twee trissed any trees, shrubs, oppositings that interfere with any such utility equipment. No permanent buildings shall be placed on said ensement, but same may be used for gardens shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lats in this subdivision.

Additional coverants recorded in miscellaneous record 63 page 527 in the Recorder's Office of Porter County, Indiana.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all other persons claiming under them until January 1,2001, (twenty-five year pariod), at which time smid covenants, or restrictions, shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by those covenants, or restrictions, it is agreed to change such covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any of the other covenants, or restrictions, which shall remain in full force and effect.

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

Witness our Hands and Seals tais the day of Sentember ,1975.

gerald Mone

menn Speller In

STATE OF INDIANA COUNTY OF PORTER SS

Reform on the understand a Motory Fublic, in and for the County and State, personally appeared

and each separately and severally acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed. Witness my Hand and Hotarial Seal this the day of destances 1975.

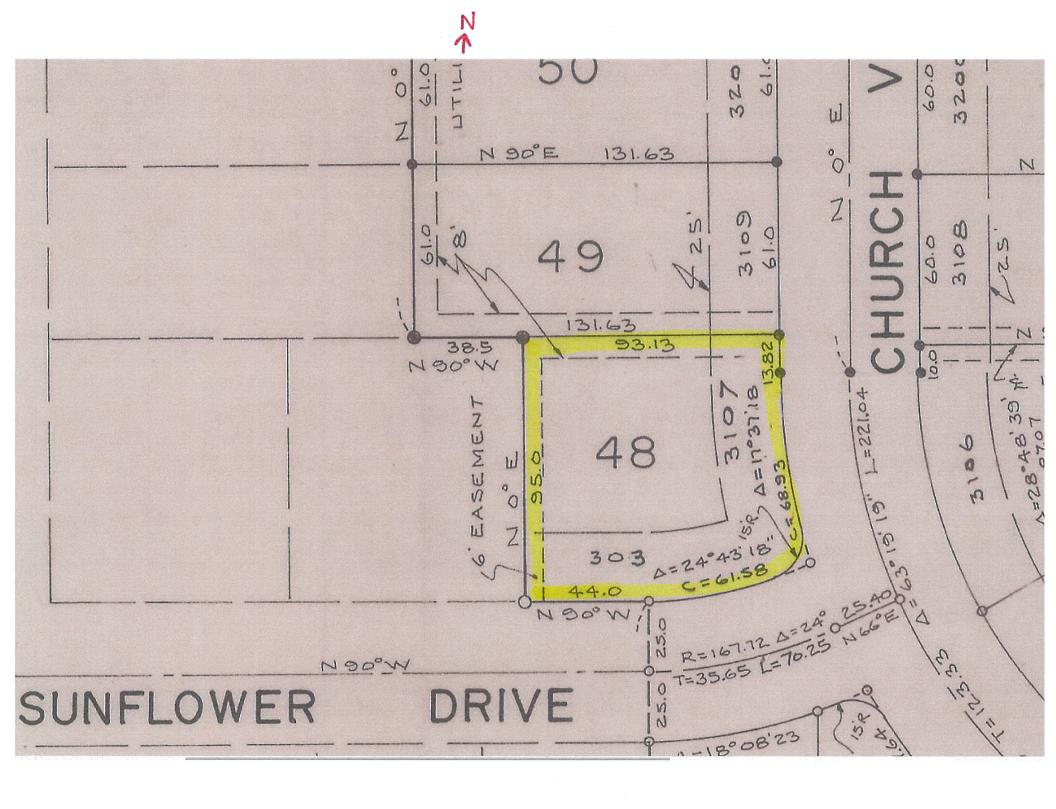
Charles ? Black

DRY BUILD FOR THAT OF

E DONALD BENGEL

VALPARAISO, INDIANA PH. 219 - 462 C 5. 42 N.E. 46 5 W. 1/2 500 12-35-6

73 EAST DIVISION RD.



SUBDIVISION SECTION A



We the undersigned, owners of the real estate shown and described herein, do certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BULIS EWE MANOR SUBDIVISION SECTION A. All streets shown and not heretofore dedicated are hereby dedicated to the public.

An easement is hereby granted to the County of Porter all public utility companies including General Telephone Company and Northern Indiana Public Service Company severally, and private utility companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, poles and wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in, upon, along, and over the strips of land designated on the plat and marked "UTILITY EASEMENT", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets, where necessary, and to overhang lots with aerial service wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

Additional covenants recorded in miscellaneous record 63 page 52? in the Recorder's Office of Porter County, Indiana.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all other persons claiming under them until January 1,2001, (twenty-five year period), at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, it is agreed to change such covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any of the other covenants, or restrictions, which shall remain in full force and effect.

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

Gerald S. Mrod Mann faitler & MANN EPITLER, TR

Jerald Mod Jeral

REFERENCE DUC.

PLAT LANGUAGE RE: GASEMENB

BULLS EYE HANOR SUBDIVISION, SECTION A

Terms, covenants and restrictions for Bulls Eye Manor Subdivision, Section A, as shown on plat in Plat File 15-G-6, as Document No. 55184.

We the undersigned, owners of the real estate shown and described herein, do certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as BULLS EYE MANOR SUBDIVISION MANOR, SECTION A. All streets shown and not heretofore dedicated are hereby dedicated to the public.

An easement is hereby granted to the County of Porter. All public utility companies including General Telephone Company and Northern Indiana Public Service Company severally and private utility companies where they have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, poles and wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in, upon, along and over the strips of land designated on the plat and marked "UTILITY EASEMENT", for the purpose of serving the public in general with sewer, water, gas, electric and telephone service, including the right to use the streets, where necessary, and to overhang lots with aerial service wires to serve adjacent lots, together with the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid and to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

Additional covenants recorded in Miscellaneous Record 63, page 527, in the Recorder's Office in Porter County, Indiana.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all other persons claiming under them until January 1, 2001 (twenty-five year period), at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, it is agreed to change such covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants, or restrictions, which shall remain in full force and effect.

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

PEFERENCE
DOC.

OKIGINAL
LOVENANTS+
PESTRICTIONS
1.6. SETBACKS.

FINAL COVENANTS AND RESTRICTIONS FOR

BULLS EYE MANOR SUBDIVISION SECTION "A"

 $\left(\cdot,\cdot\right)$

There are strips of ground varying in width as shown on this plat and marked "Easement". An easement is hereby granted to General Telephone Company, and any other public utility, severally, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, and maintain sewers, water mains, gas mains, conduits, cables, poles, and wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances, in, upon, along, and over the strip or strips of land designated by dotted lines on the plat and marked "Easement for Public Utilities", for the purpose of serving the public in general with sewer, water, gas, electric, and telephone, including the right to use the streets where necessary, and to overhang lots with aerial service wires to serve adjacent lots, together with the right to enter upon the said easement for public utilities at all times for any and all of the purposes aforesaid, and to trim and to keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent buildings shall be placed on said easement, but same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easement for such public utility purposes.

The following Restrictive Covenants shall be binding on all of the parties and all persons claiming under them until such time as may be terminated as provided herein:

- No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three vehicles.
- 2. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No side yard shall be less than 6'0" or a total of 14'0" for two side yards. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.
- No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be placed or maintained upon any lot at any time as a residence, either temporary or permanent.
- 4. No dwelling or structure shall be erected, placed, or altered on any lot until the design and location thereof have been approved by the owners. However, in the event that the owners fail to approve or disapprove such design or location within thirty (30) days after submission of the plans and specifications by Registered Mail covering the same to the Board, then such approval shall not be required. However, the design and location of the structure on the lot must conform to the requirements of the Covenants.

5. No dwelling shall be erected having less than the minimum floor area or at a lessor cost than the minimum, as follows:

- a. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 650 square feet for a onestory dwelling, nor less than 600 square feet to a one-and-one-half story or two-story dwelling.
- b. No dwelling shall be erected or constructed at a cost including lot of less than \$ 29,000.00 based upon cost levels prevailing on the date these Restrictive Covenants are recorded.
- No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- No dwelling shall be occupied in advance of actual installation of city water and sewage meeting the standards of law then in force and effect, and the installation of a street, curbs, gutter, and sidewalk serving said building of the quality and sufficiency specified and approved by the Valparaiso Plan Commission; provided, however, that if any such buildings shall be completed and made ready for occupancy at a time when it is not advisable in accordance with good engineering practice to install curbs, streets, gutters, and sidewalks, it shall not be deemed a breach of this Covenant for such building to be occupied provided said water and sewage has been installed, and provided said street, curb, gutter and sidewalk shall be installed.
- 8. Construction of new dwellings only shall be permitted, it being the intent of these Covenants to prohibit the moving of any existing building on to a lot and remodeling or converting it into a dwelling unit.
- None other than licensed state and inspected and approved, operational motor vehicles are allowed to be stored on property.
- 10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- 11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than six (6) square feet advertising the property for sale, or rent, or signs of not more than thirty (30) square feet used by a builder to advertise the property during the construction and sales period.
- 12. All equipment used in clearing, excavation or construction, not rubber tired, shall only be loaded or unloaded within the boundary liens of each lot. No truck or commercial vehicle shall be permitted upon any lot except when said truck or commercial vehicle is actually delivering or unloading or loading personal property to and from the premises, and except any truck or commercial vehicle which

FINAL COVENANTS AND RESTRICTIONS FOR BULLS EYE MANOR SUBDIVISION SECTION "A" CONTINUED

No 12 Continued

is restricted to the interior confines of the private garage. No private vehicles shall be parked continuously on the streets or roadways, but shall be kept on the driveway of the lot or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

- 13. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property, from the intersection of the street property lines extended.
- 14. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 15. Underground shelters may be provided, so long as they are not constructed closer to the lot lines than those specified in Item 2 of these Covenants.
- 16. No individual water-supply system shall be permitted on any lot.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants shall be recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majori of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any persons (or person) violating or attempting to violate any Covenants either to restrain violation or to recover damages. Invalidation of any one Covenant by judgment or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and is also reserved to the several owners of the several lots in this subdivision, and to their heirs and assigns. Enforcement of these Covenants shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any Covenants either to restrain violation or to recover damages.

PETITION TO VALPARAISO BOARD OF ZONING APPEALS	:	For Office Use Only:
This application is being submitted for (Check all that ap	oly):	Petition #:
Use Variance Development Standards Variance Special Exception/Special Use Relief to Administrative Decision Conditional Use Wireless Communications Facility		Application Type: Dav. Sfund. Application Filing Fee: \$50 Date Filed: 12 / 16 / 22 Meeting: 01 / 18 / 23
SUBJECT PROPERTY INFORMATION		TYPE OR PRINT IN INK
Property Address:	Subject prope	erty fronts on the EAST
2607 KEIFFER COURT	1	(streets) KEIFFEL COURT
	& BALC	DWIN COURT
	Zoning Distric	t:
PETITIONER INFORMATION		
Applicant Name:	Address:	
UALPARAISO EXTERIOR DESIGNERS	1258 WE	150 IN. 46385
Phone:	VALPARA	150 , IN. 46385
219 508 6848		a.
Email: dt jones 85@gmail.com		
PROPERTY OWNER INFORMATION		
Applicant Name: CHRY SANTHE MUM	Address:	
STEVE LAWSON DAVIS	2607	KEIFFER COURT
Phone:	VALPAR	221SO, IN 46385
219 331 0024		
Email:		<i>></i>
SECTIONS OF UDO FROM WHICH A VARIANCE, SPECIAL E	YCEDTION OD A	ADMIN DELIEF IS COLICUT.
Article: 3 Section: 7.501 Paragraph: 8 Item: Table		Section:Paragraph:Item:
Article:Section:Paragraph:Item:		
Article:Section:Paragraph:Item:		Section:Paragraph:Item:
	ratificite.	Jectionraragraphntem:

Article:_

Section:

_ltem:

Section:

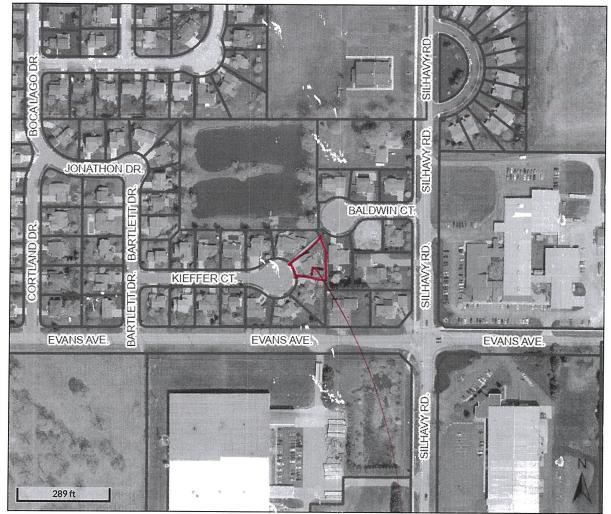
Paragraph:

Article:

Item:

Paragraph:

Beacon[™] City of Valparaiso, IN



Overview



Legend

Parcels **Street Names**

Parcel ID

641018482008000004

Alternate ID 10-18-420-018

Class 1 Family Dwell - Platted Lot

Sec/Twp/Rng Property Address 2607 KIEFFER CT

Acreage

District

VALPARAISO (CENTER)

Brief Tax Description

OLDE ORCHARD ESTATES SEC 2 LOT 35

(Note: Not to be used on legal documents)

Date created: 12/6/2022

Last Data Uploaded: 12/5/2022 7:39:16 PM

Developed by Schneider

Owner Address Davis Chrysanthemum M L 2607 Kieffer Ct

Valparaiso, IN 46383

Location

LEGAL DESCRIPTION OF SUBJECT PROPERTY: (OR EXHIBIT NO)			
LOT 35 IN OLDE ORCHARD ESTATES,	SECTION 2,		
AS PER PLAT THEREOF. RECORDED IN	PLAT FILE		
18-D-SA, IN THE OFFICE OF THE REC	corpur of		
PORTER COUNTY, INDINNA.			
	۵		

DESCRIPTION OF PROPOSED PROJECT: (OR EXHIBIT NO._____)

PROPOSING TO TEAR DOWN 12X14 DECK AND REPLACE WITH A 12X14 SUNROOM, PICTURE INCLUDED

Variance from Development Standards Petitioner's Proposed Findings of Fact

(Please use fillable pdf, print neatly, or attach printed document.)

Petitioner submits that:

A. The proposed variance from the Development Standards will not be injurious to the public health, safety, morals, and general welfare of the community because:

IT WILL NOT AFFECT THE USE OR VALUE OF THE AREA ADSACENT TO THE PROPERTY.

B. The use and value of the area adjacent to the property included in the proposed variance will not be affected in a substantially adverse manner because:

PROPLETIES. IT IS NOT BLOCKING ANY ADSACENT VIEWS OF ANY ADSACENT PROPLETIES.

C. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property included in the proposed variance because:

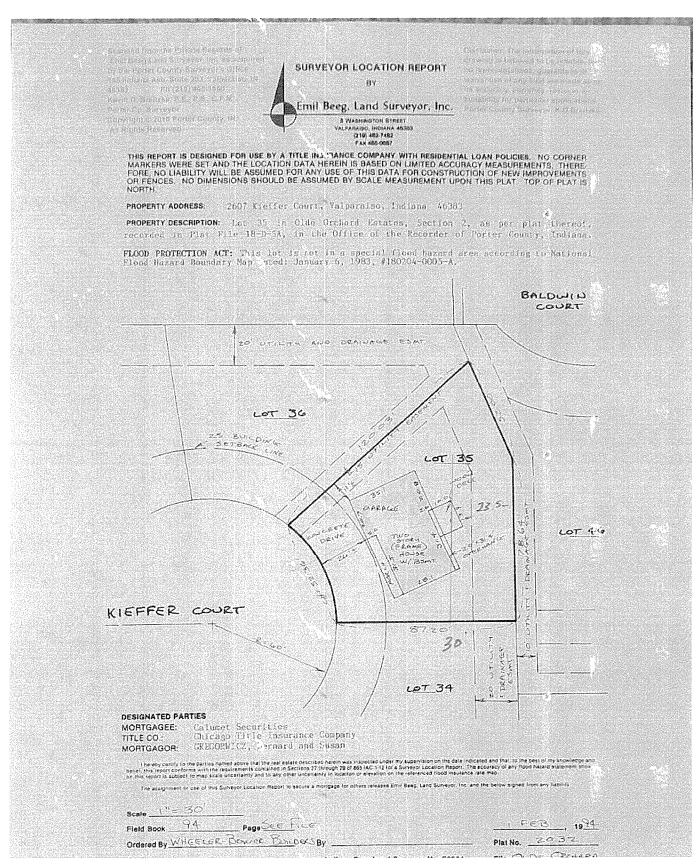
STRICT COMPLIANCE WITH THE STANDARD WOULD PREVENT THE LANDOWNER FROM USING THE PROPERTY FOR A PERMITTED USE OR WOULD RENDER CONFORMITY NECESSARILY BURDENSOME.

The petitioner carries the burden of proving to the Board of Zoning Appeals the existence of each and every one of the elements listed above.

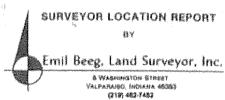
🖃 Archive 🕦 Report 🧸 🧠 Reply 🗸 🖂 Read / Unread 🦪 Categorize

Plat





Solvensell from the Philosope for continuel. Earl Beeg Land Haranger, his waldenuged by the Partie County Services of Children the feeling was from 20% burgarism of Phyth 191 465-9560 46703 Mount Househall P.E. P.S., C. F.W. Digeton Co. Conveyed Copyright C 2016 Peaker Company III As ringhts Reserved



Philade Railiagues - There has better groups and brief Parally of little and to he restante, but the observations and having the respectively of may know any mander in the er franklig Birtheritis fee Carrenter opyshe abores. Francisco Chicago Garrista de la Brendesia.

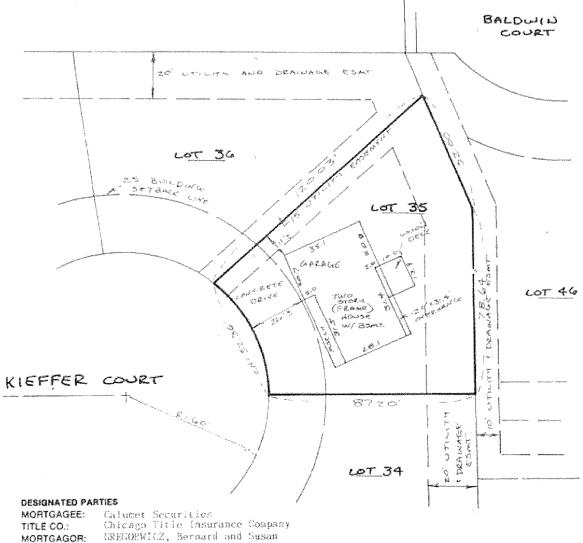
THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CHRNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT. TOP OF PLAT IS NORTH.

FAX MES CHEY

PROPERTY ADDRESS: 2607 Kieffer Court, Valparaiso, Indiana 46383

PROPERTY DESCRIPTION: Lot 35 in Olde Orchard Estates, Section 2, as per plat thereof, recorded in Plat File 18-9-5A, it the Office of the Recorder of Porter County, Indiana,

FLOOD PROTECTION ACT: This lot is not 'n a special flood bazard area according to National Flood Bazard Boundary Map Saled: January 6, 1983, #180204-0005-A.



TITLE CO.:

MORTGAGOR:

I heneby certify to the parties marked above that is in real estate described harem was inspected whiter my subenision on the date indicated and that, to the best of riny knowledge and belief, thus report conforms with the requirements contrined in Secrems 27 through 78 of 865 SeC 1112 for a Surveyor Location Report. The accuracy of any flood hazerd statement whom on the referenced flood insurance rate map.

The assignment or use of this Eurrepor Location Report to secure a mortigage for eithere releases Erric Beed, cand Surveyor, Inc. and she below signed from any (i.g. 15).

Scale Company of the	
Fleid Book 94 Page See Five	
Ordered By WHEELER-BOWER EDILOGISBY	Plat No. 2032
Job No Indiana Reg. Land Surveyor No. 80004	FILE OLDS CREHARD
VALID CYLLY WITH EMBOSSED SEAL	ESTATES, SEE TH

₹ 100% I

Options Photos Reset Info

