



CITY OF VALPARAISO

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

Valpo.us

Ellen Kapitan

Member
appointed by City Council
from its membership

Tim Warner, Vice President

Member
appointed by Park Board

Vic Ritter

Member or designated rep
appointed by Board of Works

Max Rehlander, PE

City civil engineer or a qualified
assistant appointed by same

Matt Evans, President

Citizen Member
appointed by Mayor

Clay Patton

Citizen Member
appointed by Mayor

Harry Peterson

Citizen Member
appointed by Mayor

Sarah Litke

Citizen Member
appointed by Mayor

Diane Worstell

Citizen Member
appointed by Mayor

Kyle Yelton

Alternate Member
appointed by Mayor

STAFF

**Bob Thompson,
Executive Secretary**

**Mark Worthley,
Attorney**

Valparaiso Plan Commission Meeting Agenda

Tuesday, September 2, 2025, 5:30 p.m. CST
City Hall, 166 Lincolnway, Valparaiso, IN 46383
Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Roll Call and Declaration of a Quorum
4. Consideration of Minutes of the previous meeting(s)
 - July 22, 2025
5. New Business

PP25-001 (Public Hearing)
Lake Acquisitions, Inc. & Prairie Development, LLC. c/o Olthof Homes, LLC. The petitioner requests approval of a primary plat for a two hundred eighty (280) lot subdivision to be known as Midwood Terrace located on about 80 acres at the northwest corner of CR 500 North and CR 175 west.
6. Other Business
7. Staff Items
8. Adjournment

Next scheduled meeting: Tuesday, October 7, 2025, 5:30 p.m.

The agenda packet can be reviewed on the city's website (Valpo.us). Interested persons desiring to participate in the public hearing process for a petition on the agenda may attend in person or submit written comments (with name, address, and email address/telephone number) to the Planning Department prior to the hearing date (planningdepartment@valpo.us or City Hall address provided above). For questions about a petition or about the meeting in general, contact the Planning Department at planningdepartment@valpo.us, (219) 462-1161, or visit City Hall. The meeting will be livestreamed on the city's website. A recording of the meeting will be posted on the city's website, and meeting minutes will be posted on the city's website once approved.

PETITION TO VALPARAISO PLAN COMMISSION

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

PUBLIC HEARING REQUIRED:

- ☐ To Rezone a Property from _____ to _____
- ☒ To Approve a Primary Plat
- ☐ To Approve a Planned Unit Development (PUD)
- ☐ To Approve a Major Planned Unit Development (PUD) Amendment
- ☐ To Annex Property into the City of Valparaiso, IN
- ☐ To Vacate Alley
- ☐ To Appeal the Decision of the Plat Committee

NO PUBLIC HEARING REQUIRED:

- ☐ To Approve a Minor Subdivision (Lot Split)
- ☐ To Approve a Final Plat
- ☐ To Approve a Plat Amendment
- ☐ Design/Architectural Approval in _____ Overlay District

For Office Use Only:

Petition #: PP25-001

Application Filing Fee: \$12950.⁰⁰

Date Filed: 8 / 4 / 2025

Meeting: 9 / 2 / 2025

SUBJECT PROPERTY INFORMATION

TYPE OR PRINT IN INK

Property Address:

Northwest corner of 500 North and 175 West

Subject Property fronts on the north and west side
between (streets) _____
500 North and 175 West

Description of Location of Property:

Northwest corner of 500 North and 175 West

Zoning District (Current): UR and GR

Zoning District (Proposed): _____

Zoning of Adjacent Properties:

North: County R-2 South: SR

East: County RR West: County R-2

Parcel/Tax Duplicate Number(s):

1. 64-09-03-351-001.000-003
2. 64-09-03-351-002.000-003
3. 64-09-04-476-005.000-003
4. 64-09-04-476-006.000-003
5. 64-09-04-476-003.000-003
6. 64-09-04-476-004.000-003

Present Use of Property:

Agricultural field

Subdivision (If Applicable):

N/A

Proposed Use of Property:

Residential subdivision

Dimensions of Property: Front: 1,332 ft. Depth: 2,655 ft.

Property Area (sq. ft./acres): 3,508,420 sq. ft./80.542 acres

PETITIONER INFORMATION

Applicant Name: _____

Address: 8051 Wicker Avenue, Saint John,
IN 46373

Phone: _____

Email: _____

PROPERTY OWNER INFORMATION

Applicant Name: _____

Address:

LA: 425 Joliet Street, Suite 425, Dyer, IN 46311

PD: 8051 Wicker Avenue, Saint John, IN 46373

Phone: _____

Email: _____

LEGAL DESCRIPTION OF SUBJECT PROPERTY: (EXHIBIT NO. _____)**PROPOSED VARIANCES OR WAIVERS: (EXHIBIT NO. _____)**

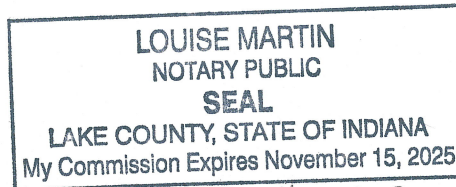
ALL OWNERS OF RECORD OF THE ABOVE-REFERENCED PROPERTY MUST SIGN THE PETITION FOR PUBLIC HEARING. The owner(s), by signing this Petition for Public Hearing, represent to the City of Valparaiso – Plan Commission, that he/she/it has the necessary legal authority to request action to be taken on the above-referenced 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.

Kevin Paszko 6-30-2025
Signature of owner/Petitioner Date

Kevin Paszko
Printed name

Subscribed and sworn to before me this 30th day of June, 2025

[Signature]
Notary Public



COMMISSION # NP0707159

My Commission Expires: 11-15-2025

Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission)

I, Greg Bouwer, being dully sworn upon his/her oath, being of sound mind and legal age deposes and states:

1. That Lake Acquisitions, Inc. ("Owner") (is/are) the legal owner(s) of real property that is the subject of a Petition before the Plan Commission.
2. That Owner authorizes Olthof Homes, LLC ("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.

Greg Bouwer
Property Owner

6/25/25
Date

Property Owner

Date

Subscribed and sworn to before me this 25th day of June, 2025.

Mackenzie Torphy
Notary Public

My Commission Expires:

03/30/2031
Date



Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission)

I, Todd Olthof, being dully sworn upon his/her oath, being of sound mind and legal age deposes and states:

1. That Prairie Development, LLC ("Owner") (is/are) the legal owner(s) of real property that is the subject of a Petition before the Plan Commission.
2. That Owner authorizes Olthof Homes, LLC ("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.

[Signature]
Property Owner

7.1.25
Date

Property Owner

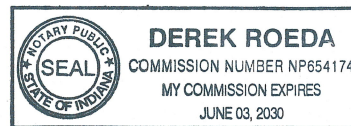
Date

Subscribed and sworn to before me this 1st day of JULY, 2025.

[Signature]
Notary Public

My Commission Expires:

6/3/30
Date



Midwood Terrace Project Description

Midwood Terrace is a proposed residential development project from Olthof Homes that will consist of a mix of single-family homes on 60 ft. and 70 ft. lots, as well as single-family attached front-loaded townhomes. The property has been annexed and partially rezoned to UR: Urban Residential and GR: General Residential to accommodate each product type that is proposed. Adequate drainage and detention facilities will be provided on site to handle all stormwater for the development. Open space with amenities will be provided for residents of Midwood Terrace and will be owned and maintained by the community HOA. There will also be a 2-acre parcel at the northwest corner of County Road 175 West and County Road 500 North that will be sold to the Valparaiso Fire Department for a future fire station site.

The following breakdown represents the estimated value of the proposed improvements for the project:

Total Development Cost (No Land) = \$12,500,000

Roads = \$2,500,000

Water (IAWC) = \$1,500,000

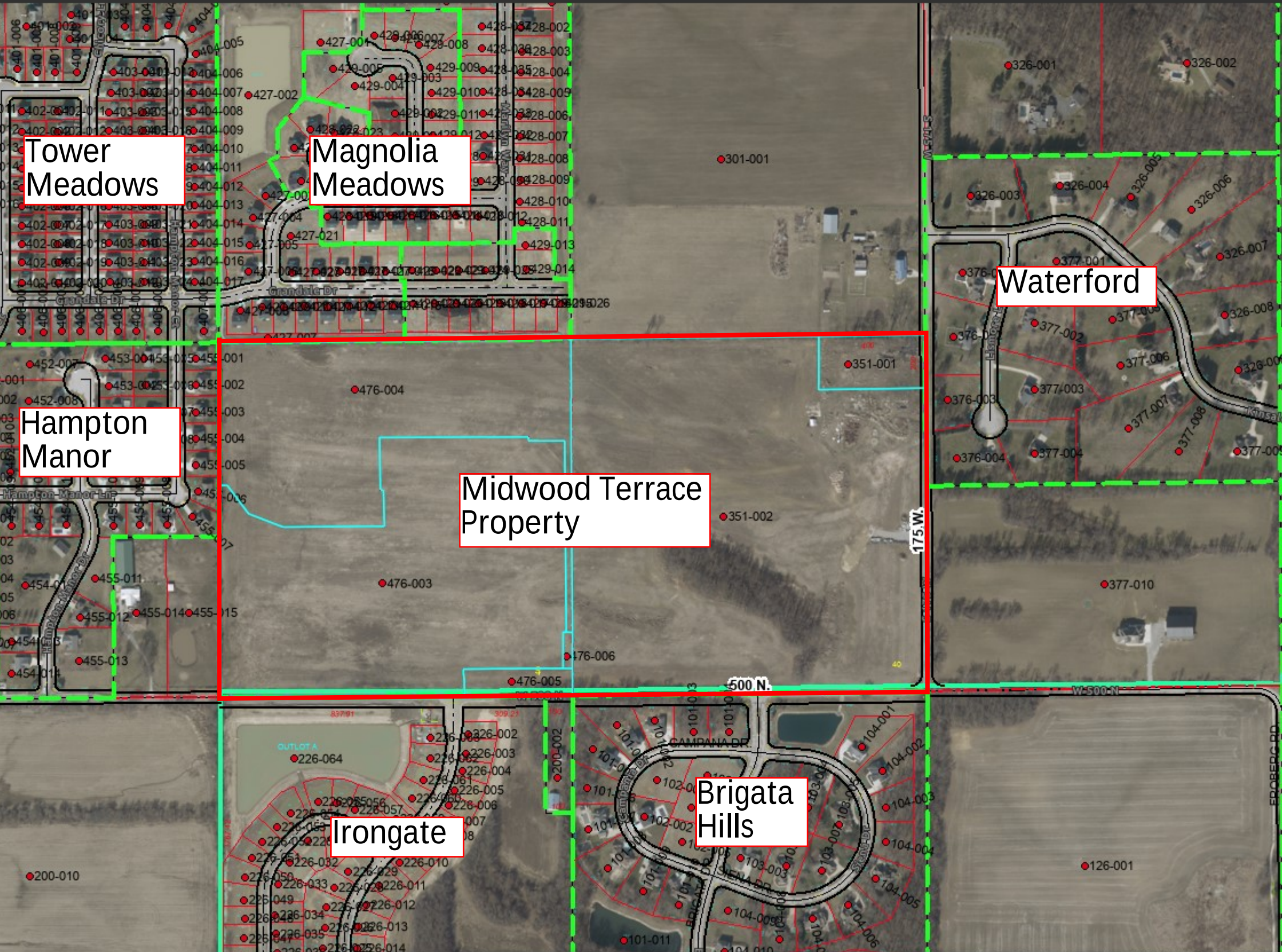
Sanitary (Aqua) = \$2,000,000

Storm (City of Valparaiso) = \$2,500,000

Earthwork = \$1,500,000

Amenities = \$750,000.00

Other (soft costs + signs, erosion control, etc.) = \$1,750,000



Tower
Meadows

Magnolia
Meadows

Waterford

Hampton
Manor

Midwood Terrace
Property

Brigata
Hills

Irongate

CITY OF VALPARAISO PLAN COMMISSION PETITION PP25-001

Notice to Property Owners within 300 feet

Dear Property Owner:

You are receiving this notice because you are a property owner within 300 feet of parcels under consideration at an upcoming Valparaiso Plan Commission meeting.

Lake Acquisitions, Inc. and **Prairie Development, LLC** c/o Olthof Homes, LLC. filed a petition and have been assigned case number PP25-001. The Plan Commission will consider approval of a primary plat for a two hundred eighty (280) lot subdivision to be known as Midwood Terrace located on about 80 acres at the northwest corner of CR 500 North and CR 175 west:

PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA

The Plan Commission will conduct a public hearing on this matter, **Petition Number PP25-001** on **Tuesday, September 2, 2025, at 5:30pm** at Valparaiso City Hall (166 Lincolnway) in Council Chambers.

Interested persons desiring to participate in the public hearing process for this petition may attend in person or submit written comments (with name, address, and email address/telephone number) to the Planning Department prior to the hearing date (planningdepartment@valpo.us or City Hall address provided above). The meeting may be viewed live on the city's website (valpo.us), but public participation is not available via the website.

If you have questions about this petition or would like more information, please contact:

City of Valparaiso Planning Department
City Hall, 166 Lincolnway, Valparaiso, IN 46383
Phone: (219) 462-1161
Email: planningdepartment@valpo.us

Respectfully,

Bob Thompson, Planning Director
166 Lincolnway, Valparaiso, IN 46383

**LEGAL DESCRIPTION FOR
MIDWOOD TERRACE
CITY OF VALPARAISO, INDIANA**

PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES 17 MINUTES 07 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 500 NORTH AND THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 43 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1322.25 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, ALONG SAID WEST LINE AND ALONG THE EAST LINE OF HAMPTON MANOR SUBDIVISION RECORDED AS DOCUMENT NUMBER 2005-034931, A DISTANCE OF 1301.99 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 36 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER AND ALONG THE SOUTH LINE OF MAGNOLIA MEADOWS - PHASE 1 RECORDED AS DOCUMENT NUMBER 2021-022841 AND THE SOUTH LINE OF MAGNOLIA MEADOWS - PHASE 3 RECORDED AS DOCUMENT NUMBER 2022-021468, A DISTANCE OF 1320.88 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.48 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 175 WEST; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES: (1) THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 563.19 FEET; (2) THENCE SOUTH 89 DEGREES 10 MINUTES 53 SECONDS WEST, A DISTANCE OF 10.00 FEET; (3) THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 741.28 FEET TO SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 500 NORTH; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1348.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,487,125 SQUARE FEET (80.053 ACRES) MORE OR LESS.

Parcel Number	Owner	Mailing Address	Municipality
64-09-10-103-004.000-004	Richard Yoder & Amy Smith Yoder	3352 Siena Drive	Valparaiso, IN 46385
64-09-10-101-006.000-004	Alexander & Krista Molina	3457 Campania Drive	Valparaiso, IN 46385
64-09-10-103-001.000-004	Aldred Homes	1709 Crimson Drive	Valparaiso, IN 46383
64-09-10-102-001.000-004	Michael & Deanna Hrosik	3464 Campania Drive	Valparaiso, IN 46385
64-09-10-102-003.000-004	Susan & Daniel Martin	381 Bright Court	Valparaiso, IN 46383
64-09-10-104-001.000-004	Victor Tinnish	3355 Siena Drive	Valparaiso, IN 46385
64-09-10-104-002.000-004	Omar & Stacy Obaid	3357 Siena Drive	Valparaiso, IN 46385
64-09-10-101-005.000-004	Chris & Alaina Albanese	3463 Campania Drive	Valparaiso, IN 46385
64-09-10-101-001.000-004	Michael Gaudreau, Jr. & Kristi Gaudreau	3465 Campania Drive	Valparaiso, IN 46385
64-09-10-101-002.000-004	Lawrence & Crystal Moore	7241 East 104th Place	Crown Point, IN 46307
64-09-10-101-003.000-004	Gary Bigott Trust	3471 Campania Drive	Valparaiso, IN 46385
64-09-10-101-004.000-004	Edmundo & Sandee Ayala	3473 Campania Drive	Valparaiso, IN 46385
64-09-10-154-004.000-004	Brigata Hills Property Owner's Association, Inc.	3408 Enterprise Avenue	Valparaiso, IN 46383
64-09-10-126-001.000-004	Patterson Park, LLC	487 Froberg Road	Valparaiso, IN 46385
64-09-04-455-014.000-003	Kathryn Miller & Kimberly Kline Soto	231 West 500 North	Valparaiso, IN 46385
64-09-04-455-015.000-003	Kathryn Miller & Kimberly Kline Soto	231 West 500 North	Valparaiso, IN 46385
64-09-04-455-009.000-003	Robert & Denise Treichel	230 Hampton Manor Lane	Valparaiso, IN 46385
64-09-04-455-008.000-003	Peter & Kelly Beechen	228 West Hampton Manor Lane	Valparaiso, IN 46385
64-09-03-377-010.000-003	Carl & Angela Buerger	165 West 500 North	Valparaiso, IN 46385
64-09-04-453-010.000-003	Michael Ruud & Janet Smith Joint Trust	231 Hampton Manor Lane	Valparaiso, IN 46385
64-09-04-453-011.000-003	Randall Griffith, Sr. & Polly Griffith Declaration of Trust	229 Hampton Manor Lane	Valparaiso, IN 46385
64-09-04-455-005.000-003	Stephen Bennett	517 Hampton Manor Court	Valparaiso, IN 46385
64-09-03-376-004.000-003	John & Karen Huguenard	514 Lismore Lane	Valparaiso, IN 46385
64-09-04-453-008.000-003	Nabil Bouabid	518 North Hampton Manor Court	Valparaiso, IN 46385
64-09-04-455-004.000-003	John & Trinidad Gonzales	519 Hampton Manor Court	Valparaiso, IN 46385
64-09-03-377-004.000-003	Shawn & Nares Spaw	521 Lismore Lane	Valparaiso, IN 46385
64-09-04-453-007.000-003	Steven & Nancy Bogaert Revocable Trust	520 Hampton Manor Court	Valparaiso, IN 46385
64-09-04-455-003.000-003	Michael Villanueva	521 Hampton Manor Court	Valparaiso, IN 46385
64-09-03-376-003.000-003	Waterford Homeowner's Association of Valparaiso, Inc.	PO Box 1681	Valparaiso, IN 46384
64-09-04-453-006.000-003	Jeremy Knotts & Desiree Farkas Joint Trust	522 Hampton Manor Court	Valparaiso, IN 46385
64-09-04-455-002.000-003	Michael & Jaclyn Sidener	523 Hampton Manor Court	Valparaiso, IN 46385
64-09-03-377-003.000-003	Judith Watson	523 Lismore Lane	Valparaiso, IN 46385
64-09-04-453-005.000-003	Arnold & Shirley Johnson	524 North Hampton Manor Court	Valparaiso, IN 46385
64-09-04-455-001.000-003	Teresa Pittman & Earl Pittman, Jr.	525 Hampton Manor Court	Valparaiso, IN 46385
64-09-03-351-002.000-003	Lake Acquisitions, Inc.	9200 Thiel Street, Unit 235	Saint John, IN 46373
64-09-03-351-001.000-003	Lake Acquisitions, Inc.	9200 Thiel Street, Unit 235	Saint John, IN 46373
64-09-04-406-007.000-003	Eric & Nicole Nelson	228-1 Grandale Drive	Valparaiso, IN 46385
64-09-04-406-008.000-003	Richard & Angelique Winkler	228 Grandale Drive	Valparaiso, IN 46385
64-09-04-407-001.000-003	Karen Pierro	226 Grandale Drive	Valparaiso, IN 46385
64-09-03-376-002.000-003	Robert Bireline & Cynthia Keyak Joint Trust	526 Lismore Lane	Valparaiso, IN 46385
64-09-03-377-002.000-003	David & Linda Rose	527 Lismore Lane	Valparaiso, IN 46385
64-09-04-403-024.000-003	Matthew & Ashley LaFleur	526-1 Hampton Manor Court	Valparaiso, IN 46385
64-09-04-404-017.000-003	John & Krystal Wright	527 Hampton Manor Court	Valparaiso, IN 46385
64-09-04-404-016.000-003	Craig & Deborah Sims	529 Hampton Manor Court	Valparaiso, IN 46385
64-09-03-376-001.000-003	Brandon Cygan	530 Lismore Lane	Valparaiso, IN 46385
64-09-04-427-008.000-003	Emily, Richard & Joanne Svetanoff Joint Trust	224 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-009.000-003	Cheryl Sacek	222 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-010.000-003	Ramon & Anisa Diaz	220 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-011.000-003	Laura Bartelt	218 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-012.000-003	Lynn Trunick & Terry Trunick, Jr. Revocable Trust	216 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-013.000-003	Seth & Megan Davis	214 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-014.000-003	Nicholas & Aimee Christian	212 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-015.000-003	Ricky & Judith Moore	210 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-019.000-003	Jeremy Diederich & Shannon Fitts Joint Trust	217 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-020.000-003	Allison Goodpaster	219 Grandale Drive	Valparaiso, IN 46385

64-09-04-427-006.000-003	Lucas Wheeler	528 Sweetbay Street	Valparaiso, IN 46385
64-09-04-427-018.000-003	Dustin Holycross & Alexandra Allen Joint Trust	215 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-017.000-003	Joseph Butler & Emma Hayden	213 Grandale Drive	Valparaiso, IN 46385
64-09-04-427-016.000-003	Michael & Alexandria Pollard	211 Grandale Drive	Valparaiso, IN 46385
64-09-04-455-007.000-003	Beth Ann Chaplin	226 West Hampton Manor Lane	Valparaiso, IN 46385
64-09-04-455-006.000-003	Steven & Maria Young	515 North Hampton Manor Court	Valparaiso, IN 46385
64-09-04-476-003.000-003	Prairie Development, LLC	8051 Wicker Avenue	Saint John, IN 46373
64-09-04-429-020.000-003	Victor Young	206 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-019.000-003	Sean & Erin Clarey	204 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-018.000-003	Phillip & Bethany Hathaway	202 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-017.000-003	Ronald Smith, Jr. & Ashley Smith	200 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-016.000-003	Angela & William Howell	198 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-015.000-003	Fernando & Cynthia Sosa-Avila	196 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-026.000-003	Magnolia Meadows Estates Association, Inc.	3408 Enterprise Avenue	Valparaiso, IN 46383
64-09-04-429-014.000-003	Robert & Heather Parker	527 Marilyn Way	Valparaiso, IN 46385
64-09-04-429-022.000-003	Mikayla Hakala & Mandie Biggs Joint Trust	209 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-023.000-003	Henry & Stephanie Ryan	207 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-024.000-003	Arron & Jennifer Kau	205 Grandale Drive	Valparaiso, IN 46385
64-09-04-429-025.000-003	Kelly Berquist & Robert Berquist III	203 Grandale Drive	Valparaiso, IN 46385
64-09-03-301-001.000-003	Ricky Hale	538 North 175 West	Valparaiso, IN 46385
64-09-04-427-007.000-003	Magnolia Meadows Estates Association, Inc.	3408 Enterprise Avenue	Valparaiso, IN 46383
64-09-04-429-021.000-003	William Townsend III & Lori Townsend Revocable Trust	208 Grandale Drive	Valparaiso, IN 46385
64-09-04-428-001.000-003	Magnolia Meadows Estates Association, Inc.	3408 Enterprise Avenue	Valparaiso, IN 46383
64-09-04-427-002.000-003	Magnolia Meadows Estates Association, Inc.	3408 Enterprise Avenue	Valparaiso, IN 46383
64-09-09-200-002.000-004	George & Carol Danapas Family Trust	218 West 500 North	Valparaiso, IN 46385
64-09-09-200-010.000-003	Gast Farms, LLC	474 North 250 West	Valparaiso, IN 46385
64-09-09-226-060.000-004	Rosemary & Damian Stalbaum	4107 Iron Gate Drive	Valparaiso, IN 46385
64-09-09-226-005.000-004	Alexander Emig & Janeth Gonzalez Joint Trust	4202 Iron Gate Drive	Valparaiso, IN 46385
64-09-09-226-061.000-004	Lennar Homes of Indiana, LLC	1700 East Golf Road, Suite 1100	Schaumburg, IL 60173
64-09-09-226-004.000-004	DRP IN 2, LLC	590 Madison Avenue, Floor 13	New York, NY 10022
64-09-09-226-062.000-004	Slate Non-NC/Non-WA Property Owner, LLC	1700 East Golf Road, Suite 1100	Schaumburg, IL 60173
64-09-09-226-003.000-004	DRP IN 2, LLC	590 Madison Avenue, Floor 13	New York, NY 10022
64-09-09-226-063.000-004	DRP IN 2, LLC	590 Madison Avenue, Floor 13	New York, NY 10022
64-09-09-226-002.000-004	DRP IN 2, LLC	590 Madison Avenue, Floor 13	New York, NY 10022
64-09-09-226-064.000-004	Iron Gate Owner's Association, Inc.	1000 South Hamilton Street, Suite E	Lockport, IL 60441
64-09-09-226-001.000-004	Iron Gate Owner's Association, Inc.	1000 South Hamilton Street, Suite E	Lockport, IL 60441
64-09-04-476-004.000-003	Prairie Development, LLC	8051 Wicker Avenue	Saint John, IN 46373
64-09-04-476-006.000-003	Lake Acquisitions, Inc.	9200 Thiel Street, Unit 235	Saint John, IN 46373
64-09-04-476-005.000-003	Prairie Development, LLC	8051 Wicker Avenue	Saint John, IN 46373

Yellow highlighted names are repeat addresses

Red highlighted names are the parcels in question



DocId:8721812
Tx:4535636

2025-013398
STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
08/04/2025 09:28 AM
CHUCK HARRIS, RECORDER
REC FEE: 25.00
PAGES: 7

THIS DOCUMENT WAS RECORDED AND IMAGED AS PRESENTED

This document did not provide the required 2" margin at the top and bottom of the page to accommodate the recording and transfer stamps, as is required by IC 36-2-11-16.5 (b)(2)(A)

DATE 8/04/2025

Chuck Harris - Porter County Recorder

**** NOTE: PLEASE PLACE ALL TRANSFER STAMPS ON THIS PAGE
AS IT IS NOW THE FIRST PAGE OF THIS DOCUMENT.**

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

AUG - 4 2025

KAREN M. MARTIN
AUDITOR PORTER COUNTY

615

ORDINANCE #11, 2025

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO,
PORTER COUNTY, INDIANA, ANNEXING CERTAIN REAL ESTATE TO THE CITY
OF VALPARAISO (MIDWOOD TERRACE ANNEXATION)**

WHEREAS, on January 16, 2025, in accordance with Indiana Code §36-4-3-5.1, **Lake Acquisitions, Inc.** and Prairie Development, LLC filed a petition for Annexation to annex an area consisting of approximately **80 Acres** located outside but contiguous to the City, more particularly described in Exhibit A ("Annexed Territory A"). Such petition is incorporated by reference into this Ordinance; and

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

WHEREAS, in accordance with Indiana Code §36-4-3-5.1, on or about **June 9, 2025**, the Common Council held a duly noticed public hearing regarding the Annexed Territory A; and

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

WHEREAS, on or about **June 23, 2025**, and after holding the above referenced public hearing, in accordance with Indiana Code §36-4-3-3.1, the Common Council adopted by resolution a written fiscal plan for the Annexed Territory A; and

WHEREAS, on or about **April 8, 2025**, the City's Plan Commission held a duly noticed public hearing regarding the initial Zoning of the Annexed Territory A; and

WHEREAS, on or about **May 6, 2025**, the City's Plan Commission voted **8-1** to favorably recommend that the Annexed Territory be initially zoned as **General Residential District** (GR) and **Urban Residential District** (UR). Said descriptions for the General Residential District and the Urban Residential District are attached as Exhibits B and C to this Ordinance; and

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

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

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

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

AUG - 4 2025

KAREN M. MARTIN
AUDITOR PORTER COUNTY

NC 6.5

✓

SECTION 1. **Incorporation of Recitals.** The foregoing recitals are findings of fact by the Common Council and are incorporated into this Ordinance by reference.

SECTION 2. **Contiguity.** Annexed Territory A is contiguous to the City Boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the existing boundaries of the City.

SECTION 3. **Annexed Territory,** the real estate containing collectively approximately 80 acres more or less, as more particularly described in Exhibit A is annexed to and declared part of the City of Valparaiso, Porter County, Indiana.

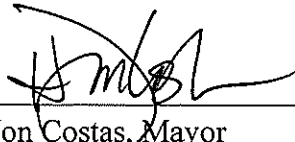
SECTION 4. **Council District.** The Annexed Territory A is hereby assigned **City Council District No. 4** and shall become a part thereof immediately upon the effective date of this ordinance.

SECTION 5. **Zoning.** Upon the effective date of this Ordinance, the Annexed Territory A shall be classified for zoning purposes with General Residential District (GR) as described in Exhibit B and Urban Residential District (UR) as described in Exhibit C.

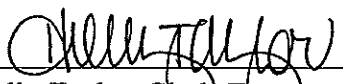
SECTION 6. **Effective Date.** Consistent with Indiana Code §36-4-3-5.1(J), this Ordinance shall be in full force and effect **thirty (30) days** after its passage by the Common Council and as provided by Indiana Law.

SECTION 7. **Severability.** The sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgement or decree of a court of competent jurisdiction, such unconstitutionally, invalidity, or unenforceability shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance.

DULY PASSED AND ADOPTED this 23rd day of June, 2025, by the
Common Council of the City of Valparaiso, Porter County, Indiana, having been passed by a vote
of 5 in favor and 2 opposed.

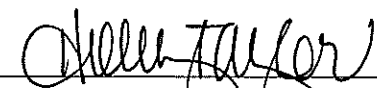


Jon Costas, Mayor



Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this 23rd day of
June, 2025 at the hour of 8:04 o'clock P.M.



Holly Taylor, Clerk-Treasurer

"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"

NAME: Michael A. Pm

Exhibit A

Legal Description – Annexed Territory A

PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MEIRIDAN, IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 00 DEGRES 17 MINUTES 07 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 500 NORTH AND THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 43 MINUTES 26 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-SAY LINE, A DISTANCE OF 1322.25 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, ALONG SAID WEST LINE AND ALONG THE EAST LINE OF HAMPTON MANOR SUBDIVISION RECORDED AS DOCUMENT NUMBER 2005-034931, A DISTANCE OF 1301.99 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 36 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER AND ALONG THE SOUTH LINE OF MAGNOLIA MEADOWS – PHASE 1 RECORDED AS DOCUMENT NUMBER 2021-022841 AND THE SOUTH LINE OF MAGNOLIA MEADOWS – PHASE 3 RECORDED AS DOCUMENT NUMBER 2022-021468, A DISTANCE OF 1320.88 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.48 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QAUARTER, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 175 WEST; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES: (1) THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDDSS EAST, A DISTANCE OF 563.19 FEET; (2) THENCE SOUTH 89 DEGREES 10 MINUTES 53 SECONDS WEST, A DISTANCE OF 10.00 FEET; (3) THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST, A DISTANCE OF 741.28 FEET TO SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD 500 NORTH; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1348.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,487,125 SQUARE FEET (80.053 ACRES) MORE OR LESS.

Exhibit B

Legal Description – General Residential District (GR)

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 43 MINUTES 26 SECONDS WEST; ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 1322.25 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND ALONG THE EAST LINE OF HAMPTON MANOR SUBDIVISION RECORDED AS DOCUMENT NUMBER 2005-034931, A DISTANCE OF 1321.99 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 36 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND ALONG THE SOUTH LINE OF MAGNOLIA MEADOWS – PHASE 1 RECORDED AS DOCUMENT NUMBER 2021-022841 AND THE SOUTH LINE OF MAGNOLIA MEADOWS – PHASE 3 RECORDED AS DOCUMENT NUMBER 2022-021468, A DISTANCE OF 1320.88 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 11 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.48 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; A DISTANCE OF 311.60 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 52 SECONDS WEST, A DISTANCE OF 235.08 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 20.49 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 29 SECONDS WEST, A DISTANCE OF 770.81 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE OF 179.80 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.50 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE OF 493.24 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 31 SECONDS WEST, A DISTANCE OF 60.01 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 34 SECONDS EAST, A DISTANCE OF 231.98 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 323.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,504,101 SQUARE FEET (57.486 ACRES) MORE OR LESS

Exhibit C

Legal Description – Urban Residential District (UR)

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 323.02 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00 DEGREES 16 MINUTES 34 SECONDS WEST, A DISTANCE OF 231.98 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 60.01 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 16 SECONDS WEST, A DISTANCE OF 493.24 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 49 SECONDS WEST, A DISTANCE OF 29.50 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 16 SECONDS WEST, A DISTANCE OF 179.80 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 29 SECONDS EAST, A DISTANCE OF 770.81 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 04 SECONDS WEST, A DISTANCE OF 20.49 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 235.08 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1012.87 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1005.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,004,319 SQUARE FEET (23.056 ACRES) MORE OR LESS,

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of the 23rd day of June, 2025, by and between the **City of Valparaiso** through its City Council as the entity empowered under Indiana law to approve the annexation of property, ("City"), and both **Prairie Development LLC** and **Lake Acquisitions Inc.** (collectively "Developers").

RECITALS:

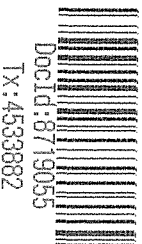
A. Developers are the owners of certain parcels of real estate legally described and shown on the Plat of Annexation, attached hereto as **Exhibit A** ("Property"). **Lake Acquisitions Inc.** owns the parcels identified as 64-09-03-351-002.000-003, 64-09-03-351-001.000-003, and 64-09-04-476-006.000-003, and **Prairie Development LLC** owns the parcels identified as 64-09-04-476-004.000-003, 64-09-04-476-003.000-003, and 64-09-04-476-005.000-003.

B. The Property is currently zoned R-2 in unincorporated Porter County, Indiana.

C. Developers desire to annex the Property into the City for the purposes of developing one contiguous development known as Midwood Terrace. Developers, in accordance with Indiana Code §36-4-3-5.1, filed separate petitions to have the Property annexed. Such petitions are incorporated by reference into this Agreement.

D. Developers desire to proceed with the residential development in accordance with the terms and provisions of this Agreement.

E. In addition to be annexed into the City, Developers proposes that the Property be rezoned under the provisions of the City's Unified Development Ordinance and Zone Map ("Zoning Ordinance") as depicted on the zoning plat attached as **Exhibit B**, to General Residential ("GR") and Urban Residential ("UR").



F. All public hearings, as required by law, have been duly held by the appropriate hearing bodies of the City upon the matters covered by this Agreement.

G. The City, a political subdivision of the State of Indiana and a municipal corporation as defined by Indiana Code § 36-1-2-10, and Developers have given all appropriate notices as required pursuant to applicable provisions of Indiana Code § 36-7-4 *et seq* and the Zoning Ordinance and City Code.

H. The City, after due and careful consideration, has concluded that the execution of the Agreement, and the rezoning of the Property as provided herein, will inure to the benefit and improvement of the City in that it will increase the taxable value of the real property within its corporate limits, promote sound planning and development of the city and will otherwise enhance and promote the general welfare of the people of the city.

I. Each party agrees that it is in the best interests of the City and Developers to annex and develop the Property described in **Exhibit A**.

J. The Property is contiguous to the corporate boundaries of the City.

K. It is the desire of the City and the Developers that the development and use of the Property proceed in accordance with the terms and provisions of this Agreement, and be subject to the applicable laws, ordinances, codes and regulations of the State and City now in force and effect, except as otherwise provided in this Agreement.

L. As a material part of the Agreement and proposed annexation, the Developers have proposed and committed to certain lot sizes, structure types, landscaping and density calculations for the Property. Such are outlined further below.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties agree to enter into this Agreement as follows:

1. **LEGAL CONFORMANCE WITH LAW.** This Agreement is made pursuant to and in accordance with the provisions of the City ordinances, as amended from time to time, and applicable provisions of the Indiana Code.

2. **ANNEXATION AND ZONING.** Following the approval of this Agreement by all parties, the City shall adopt such resolutions and ordinances as may be necessary and appropriate to annex and rezone the Property under the applicable provisions of the Zoning Ordinance as GR and UR as shown on the Site Exhibit attached hereto as **Exhibit D**. The property to be zoned GR is legally described in **Exhibit B2**, and the property to be zoned UR is legally described in **Exhibit B3**. The zoning map of the City shall be modified to reflect the new classifications of the Property.

Developers agree that the Property shall be developed in accordance with all ordinances of the City, as approved or subsequently amended, and agrees to follow all of the policies and procedures of the City in connection with such development, except as modified in this Agreement.

A. **Landscaping.**

- i. 1 parkway tree per lot or 60' of right-of-way.
- ii. On-lot and community outlot landscaping will be provided as part of the project and a final landscape plan will be submitted as part of the primary plat review process, to be approved by staff.
- iii. For single-family detached, see **Exhibit C1**.
- iv. For single-family attached townhomes, see **Exhibit C2**.

B. Blocks may exceed 800 ft. and 15 lots per block, as shown on the Site Exhibit.

C. Lot standards, as shown in **Exhibit B1**.

D. The final engineering for the Property was submitted to Porter County and received approval at the **July 27, 2022** County Plan Commission meeting and the approval

was renewed at the **January 22, 2025** County Plan Commission meeting. The final engineering for the west half of the Property has been submitted to the City and no further approvals of the west side engineering will be necessary. Developers may make minor edits to the west side plans as necessary while updating the east side engineering of the Property, to be approved by the City's Engineer.

3. **UTILITIES, EASEMENTS AND PUBLIC IMPROVEMENTS.** Developers agree that any extension and/or construction of the utilities and public improvements shall be performed according to final engineering plans approved by the City.

4. **CONTRIBUTIONS.** The City shall not require the Developers to donate any land or money to the City, or any other governmental body, except as otherwise expressly provided in this Agreement.

5. **FIRE STATION.** The Valparaiso Fire Territory has expressed interest in constructing a fire station on an outlot located in the UR area. The Valparaiso Fire Territory shall be responsible for all fire station improvements, and the transfer of the fire station outlot to the City by the Developers will be contingent on the execution of this Agreement by both the Developers and the City. It is understood that the Valparaiso Fire Territory will compensate Developer for the outlot at a price to be negotiated between the parties.

6. **SUBDIVISION.** Developers intend to submit an application to subdivide the Property within **90 days** after approval of the Annexation Ordinance. As a material condition to this Annexation Agreement and to the approval of the Annexation Ordinance, Developers agree to a design of the subdivision in a manner substantially similar to the Site Plan attached as **Exhibit D**, the lot standards attached as **Exhibit B1**, and consistent with all other provisions of this Agreement. Any material deviation from the Agreement, including but not limited to the number

of multi-family structures and/or the number of residential units will require City Council approval notwithstanding what is otherwise allowed under the City's UDO.

7. **MODEL HOMES, PRODUCTION UNITS, SALES TRAILERS AND CLUBHOUSE**. During the development and build-out period of the Property (subsequent to final plat approval), Developers, and such other persons or entities as Developers may authorize, may construct, operate and maintain model homes and sales trailers within the Property staffed with Developers', or such other person's or entity's, sales and construction staff. The number of such model homes and sales trailers and the locations thereof shall be as from time to time determined or authorized by Developers.

Developers may locate temporary sales and construction trailers upon the Property during the development and build out of said Property, provided any such sales trailer shall be removed within two (2) weeks following issuance of the final occupancy permit for the Property. A building permit will be required by the City for any trailer that will be utilized as office space. Prior to the construction of the sales trailer, the Developers shall submit an exhibit of the model trailer site with landscaping and elevations for the City's approval.

Developers hereby agree to indemnify, defend and hold harmless the City ("Indemnitee") from all claims, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitee as a direct and proximate result of the construction of any model homes or production dwelling units prior to the installation of the public street and water improvements required to service such dwelling unit. Developers shall be permitted to obtain building permits in the same manner for additional model homes and for initial production dwelling units in each neighborhood as the Final Plat and Final Engineering for each such neighborhood is approved by the City. The foregoing indemnification provision shall, in such case, apply for the benefit of Indemnitee for each neighborhood.

8. **OVERSIZING OF IMPROVEMENTS.** No oversizing of public improvements has been requested or authorized by the City for the purpose of serving property other than the Property.

9. **LIMITATIONS.** In no event shall the City require any part of the Property be dedicated for public purposes, except as otherwise provided in this Agreement or identified on the Site Exhibit or any future proposed subdivision plat.

10. **COVENANTS.** The Developers shall include provisions in the covenants to provide that the homeowners association shall be responsible for the maintenance of landscaping within the common area, park or open area, stormwater detention ponds and other obligations as determined at the time of final platting.

11. **HOMEOWNERS ASSOCIATION.** Developers shall establish through a declaration of covenants, conditions and restrictions, a homeowners association ("Association") of all lot owners within the Property and a mandatory membership of all lot owners in the Association. The Association shall have the primary responsibility and duty to carry out and pay for the common area maintenance through assessments levied against all dwelling units within the Property. Such common area maintenance shall include all stormwater ponds. A maintenance easement shall be established over all the common area located on the Final Plat for each phase of development for the Association that undertakes responsibility for the common area maintenance. The Association will be responsible for the regular care, maintenance, renewal and replacement of diseased or dead landscape materials, and the repair and replacement of fences and monument signs, so as to keep the same in a clean and sightly condition, and shall utilize the Association to provide sufficient funds to defray the costs of such maintenance and to establish reserve funds for future repairs and replacements.

12. **CONFLICT IN REGULATIONS.** The provisions of this Agreement shall supersede the provision of any ordinance, code, or regulation of the City which may be in conflict with the provisions of this Agreement, and in the event of a conflict, the City authorizes its staff to resolve the conflict consistent with this Agreement and the materials submitted by the Developers to the City as part of the process.

13. **GENERAL PROVISIONS.**

A. Each party represents and warrants to the other parties as follows: (i) it has all requisite corporate and similar power and authority to enter into this Agreement and to take all action contemplated herein; (ii) the execution and delivery of this Agreement, and compliance with its terms, will not violate any provision of its governance documents or conflict with or be prohibited by any agreement to which it is a party or any order or decree to which it is subject; and (iii) there is no pending or threatened litigation or administrative action that could adversely affect the performance of such party of its obligations hereunder.

B. **Enforcement.** This Agreement shall be enforceable in the State courts of Porter County by any of the parties or their successors or assigns by an appropriate action at law or in equity to secure the performance of the covenants and agreements contained herein, including the specific performance of this Agreement. This Agreement shall be governed by the laws of the State of Indiana. The individuals executing this Agreement represent that each has the requisite authority to sign on behalf of the party they represent.

C. **Further Assurances.** Promptly upon request from time to time of any party, the other party(ies) shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, to or at the direction of such party, all further acts,

powers and other documents and instruments as may be so requested to give effect to the terms and conditions of this Agreement.

D. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Developers and their successors in title and interest, and upon the City, and any successor municipalities of the City. It is understood and agreed that this Agreement shall run with the land and as such, shall be assignable to and binding upon each and every subsequent grantee and successor in interest of the Developers, and the City. The foregoing to the contrary notwithstanding, the obligations and duties of Developers hereunder shall not be deemed transferred to or assumed by any purchaser of a empty lot or a lot improved with a dwelling unit who acquires the same for residential occupation, unless otherwise expressly agreed in writing by such purchaser.

E. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement, regarding the subject matter hereof shall be deemed to exist to bind the parties. The parties acknowledge and agree that the terms and conditions of this Agreement, including the payment of any fees, have been reached through a process of good faith negotiation, both by principals and through counsel, and represent terms and conditions that are deemed by the parties to be fair, reasonable, acceptable and contractually binding upon each of them. The Recitals are incorporated in this Agreement by reference as fully set forth herein.

F. Notices. Notices or other materials which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be deemed effectively given on the date of confirmed telefacsimile transmission, on the date delivered personally or on the second business day following the date sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

(i) If to Developers: Prairie Development LLC and Lake Acquisitions Inc.
Attn: Todd M. Olthof
8051 Wicker Avenue, Suite A
St. John, IN 46373
Email: tolthof@olthofhomes.com

with copies to: Greg A. Bouwer
Koransky, Bouwer & Poracky, P.C.
425 Joliet, Suite 425
Dyer, Indiana 46311
Email: gbouwer@kblegal.net

(ii) If to City: Valparaiso City Planner
166 W. Lincolnway
Valparaiso, IN 46383

with copies to: Valparaiso City Attorney
166 W. Lincolnway
Valparaiso, IN 46383

or to such other persons and/or addresses as any party may from time to time designate in a written notice to the other parties.

G. Severability. This Agreement is entered into pursuant to Indiana law. In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the City and Developers shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Property.

H. Amendment. This Agreement, and any Exhibits or attachments hereto, may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the City ordinances and Indiana law. This Agreement may be amended by the City and the owner of record of a portion of the Property as to provisions

applying exclusively thereto, without the consent of the owner portions of the Property not effected by such Agreement.

I. Conveyances. Nothing contained in this Agreement shall be construed to restrict or limit the right of the Developers to sell or convey all or any portion of the Property, whether improved or unimproved.

J. Terms of Agreement. The term of this Agreement shall be ten (10) years. In the event construction is commenced within said ten-year period all of the terms of this Agreement shall remain enforceable despite said time limitation, unless modified by written agreement of the City and Developers.

K. Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and shall not be used in construing any term or provision of this Agreement.

L. Recording. This Agreement shall be recorded in the Office of the Recorder of Porter County, Indiana, at Developers' expense. **Developers shall provide a fully recorded copy of this Agreement within 30 days of its approval.**

M. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement, and the exhibits attached hereto, are incorporated herein by this reference and shall constitute substantive provisions of this Agreement.

N. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

O. Time is of the Essence. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto as well as all covenants contained in this Agreement shall be performed in a timely manner by all parties hereto.

P. Exculpation. It is agreed that the City is not liable or responsible for any restrictions on the City's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Property, the City, the Developers, including but not limited to, county, state or federal regulatory bodies.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the date and year first above written.

DEVELOPER:

PRAIRIE DEVELOPMENT LLC

By: Fred V. Olthoff
Its: U.P. & Sec

CITY:

CITY OF VALPARAISO, INDIANA

By: [Signature]
Its: MAYOR

DEVELOPER:

LAKE ACQUISITIONS INC.

By: [Signature]
Its: Vice Pres.

STATE OF INDIANA

COUNTY OF LAKE

Louise Martin
I, Frederick V. Olthoff, a Notary Public in and for County and State aforesaid, do hereby certify that Frederick V. Olthoff as VP & Sec of Prairie Development LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP & Sec appeared before me this 30th day of June, 2025, in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

My Commission Expires: 11-15-2025
Resident of Lake County

[Signature]
Notary Public

LOUISE MARTIN
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
My Commission Expires November 15, 2025

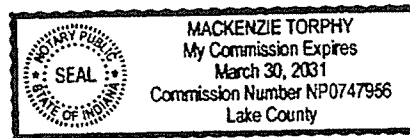
commission # NP0707159

STATE OF INDIANA
COUNTY OF LAKE

I, Mackenzie Torphy, a Notary Public in and for County and State aforesaid, do hereby certify that Greg Bouwer as Vice President of Lake Acquisitions Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this 26 day of JUNE, 2025, in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Mackenzie Torphy
Notary Public

My Commission Expires: 03/30/2031
Resident of LAKE County



STATE OF INDIANA
COUNTY OF PORTER

I, BARBARA JONES, a Notary Public in and for County and State aforesaid, do hereby certify as JON COSTAS of City of Valparaiso, Indiana, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MAYOR, appeared before me this 23rd day of June, 2025, in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

Barbara Ann Jones
Notary Public

My Commission Expires: 02/26/2029
Resident of Porter County



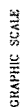
AFFIRMATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Greg A. Bouwer

This Instrument Prepared by and after Recording Return to:
Greg A. Bouwer, Esq. (#16368-53), Koransky, Bouwer & Poracky, PC
425 Joliet Street, Suite 425, Dyer, IN 46311

PLAT OF ANNEXATION
TO THE CITY OF VALPARAISO, PORTER COUNTY, INDIANA

PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE SOUTHWEST QUARTER OF SECTION 3,
TOWNSHIP 25 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA



GRAPHIC SCALE

(IN TEXT)

BASIS OF BEARINGS

COORDINATES AND RELATIVES ARE BASED UPON THE INDIANA COORDINATE SYSTEM OF 1983. WEST ZONE, ADJUSTED TO GRID VALUES. AS ESTABLISHED BY A REAL-TIME NAVIGATION (RTN) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE FOLLOWING GPS NODE NETWORK.

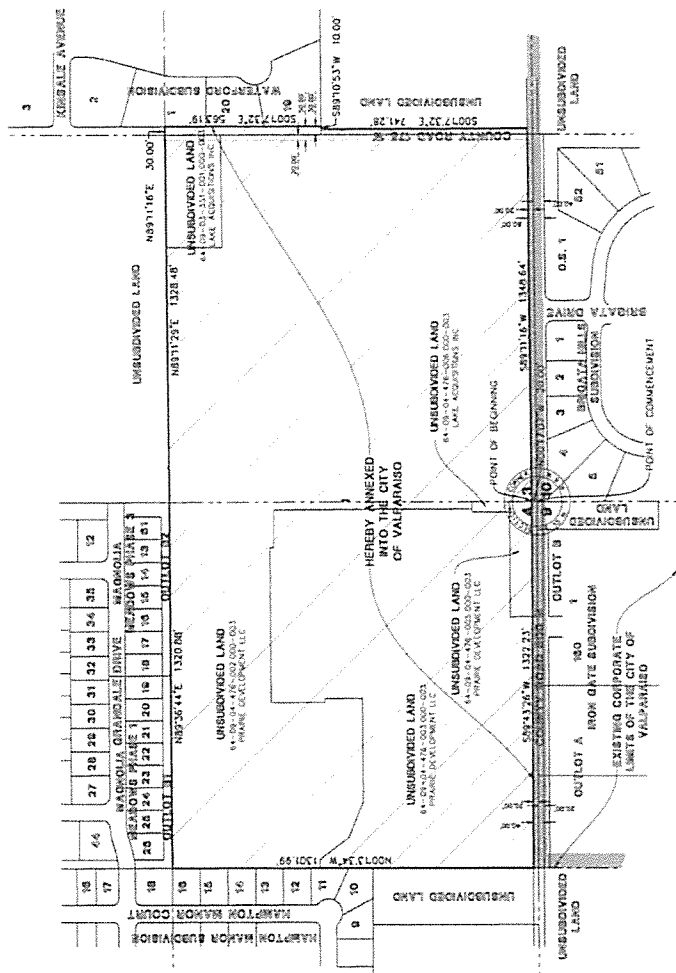
AREA OF ANNEXATION

AREA (EXCLUDING ROW) = 3,479,320 SQ. FT. (78,728 ACRES)
 AREA OF EXISTING ROW = 27,000 SQ. FT. (1,322 ACRES)
 TOTAL AREA = 3,487,125 SQ. FT. (80,053 ACRES)

ANNEXATION REQUIREMENT

CONTIGUOUS PERMEATE WITH UNCOMPACTED
ALLOWABLE PERMEATE PER AC 30-4-3-1.5 = 21.36'
PERMEATE OF PROPOSED ASSUMPTION = 7.95'

PIN'S

[illegible]

SURVEYOR'S NOTES

[illegible]

STANLEY J. YOR, CHAIRMAN

LETTER TO THE EDITOR

Company (or Law)

that is to certify that we warrant standing in the name of the City of Chicago, Illinois, and that the said City is the owner of said property.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of September, A.D. 1924.

RECORD & STREAM, P. 2, 3.

2014年12月27日

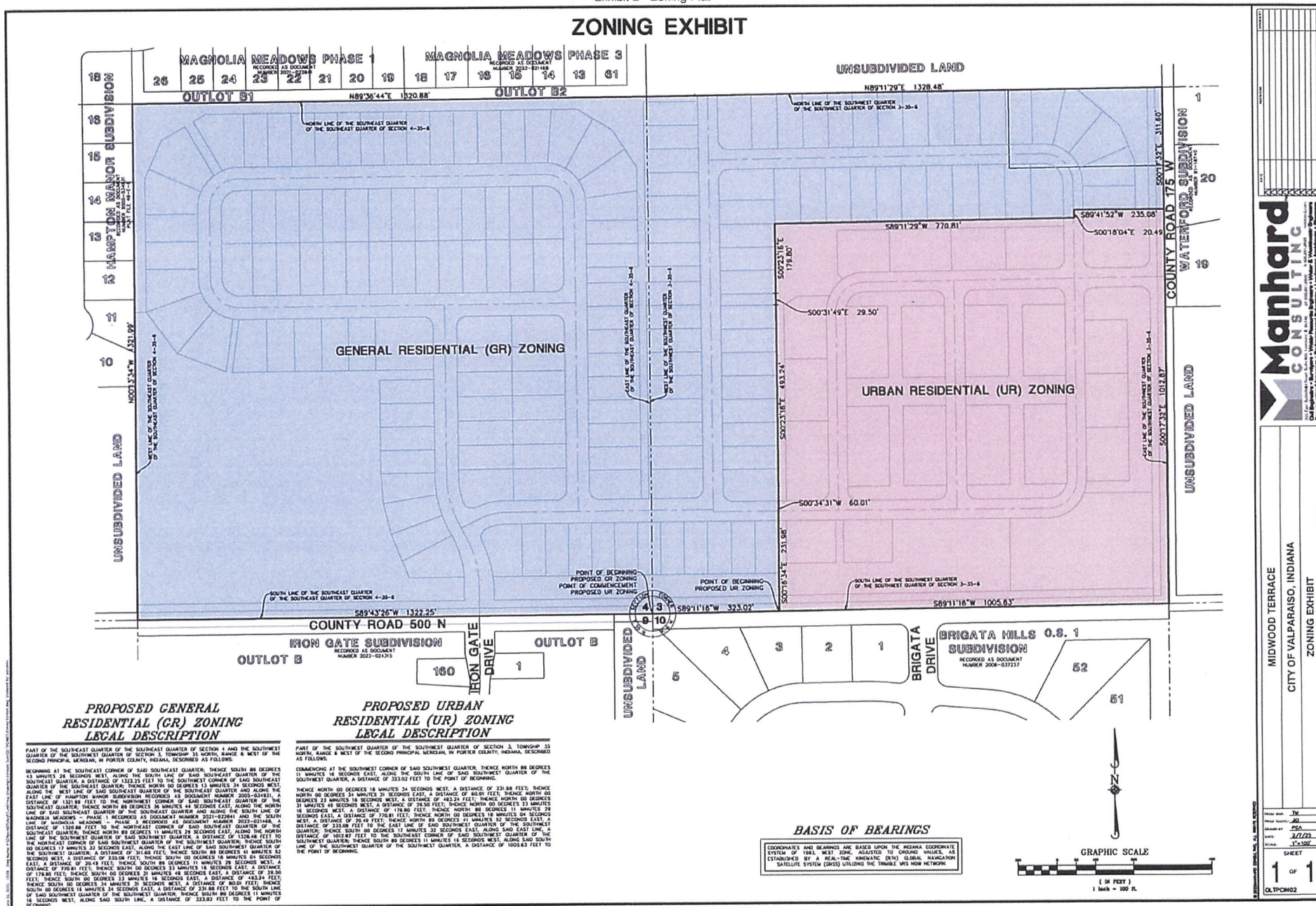


Exhibit B-1: Lot Standards

Single-Family Attached Townhomes UR: Urban Residential		
Table 3.503	Standard	Waiver
Lot Area Per Unit (sq. ft.)	2,500 sq. ft.	2,000 sq. ft.
Lot Width Per Unit (ft.)	25 ft.	20 ft.
Building Separation (ft.)	12 ft. per side	
Height (ft.)	28 ft.	
Building Coverage (%)	65%	
Lot Coverage (%)	70%	
Minimum Lot Depth (ft.)	100 ft.	
Parking, per Table 9.201		
Single-Family Attached	2 spaces per dwelling unit	1 space per dwelling unit*

* Off-street parking is proposed per the lot layout at 1 additional space per dwelling unit

Single-Family Detached GR: General Residential		
Table 3.503	Standard	Waiver
Lot Area Per Unit (sq. ft.)	6,000 sq. ft.	
Lot Width Per Unit (ft.)	60 ft	
Side Yard Single/Total (ft.)	6 ft. per side/12 ft. total	
Height (ft.)	28 ft.	
Building Coverage (%)	44%	
Lot Coverage (%)	50%	
Minimum Lot Depth (ft.)	135 ft.	
Corner Lot Widths (ft.)	74 ft.	
Parking, per Table 9.201		
Single-Family Detached	2 spaces per dwelling unit	

**LEGAL DESCRIPTIONS FOR
PROPOSED ZONING
MIDWOOD TERRACE
CITY OF VALPARAISO, INDIANA**

GENERAL RESIDENTIAL ZONING:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 43 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1322.25 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 13 MINUTES 34 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND ALONG THE EAST LINE OF HAMPTON MANOR SUBDIVISION RECORDED AS DOCUMENT NUMBER 2005-034931, A DISTANCE OF 1321.99 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 36 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND ALONG THE SOUTH LINE OF MAGNOLIA MEADOWS - PHASE 1 RECORDED AS DOCUMENT NUMBER 2021-022841 AND THE SOUTH LINE OF MAGNOLIA MEADOWS - PHASE 3 RECORDED AS DOCUMENT NUMBER 2022-021468, A DISTANCE OF 1320.88 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 11 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1328.48 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; A DISTANCE OF 311.60 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 52 SECONDS WEST, A DISTANCE OF 235.08 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 04 SECONDS EAST, A DISTANCE OF 20.49 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 29 SECONDS WEST, A DISTANCE OF 770.81 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE OF 179.80 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 49 SECONDS EAST, A DISTANCE OF 29.50 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE OF 493.24 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 31 SECONDS WEST, A DISTANCE OF 60.01 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 34 SECONDS EAST, A DISTANCE OF 231.98 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 323.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,504,101 SQUARE FEET (57.486 ACRES) MORE OR LESS.

Exhibit B3 - UR Area Legal Description

**LEGAL DESCRIPTIONS FOR
PROPOSED ZONING
MIDWOOD TERRACE
CITY OF VALPARAISO, INDIANA**

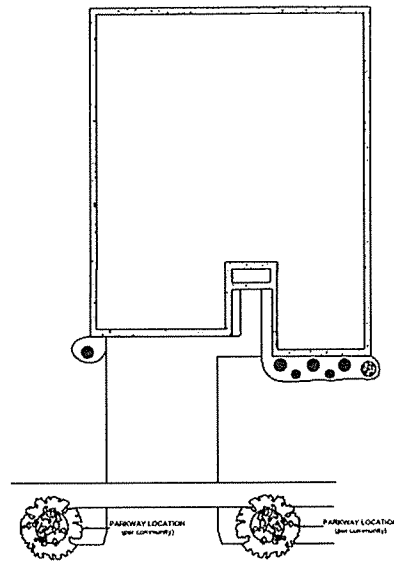
URBAN RESIDENTIAL ZONING:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

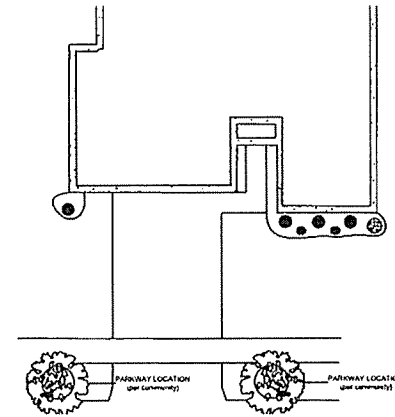
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 323.02 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00 DEGREES 16 MINUTES 34 SECONDS WEST, A DISTANCE OF 231.98 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 60.01 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 16 SECONDS WEST, A DISTANCE OF 493.24 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 49 SECONDS WEST, A DISTANCE OF 29.50 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 16 SECONDS WEST, A DISTANCE OF 179.80 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 29 SECONDS EAST, A DISTANCE OF 770.81 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 04 SECONDS WEST, A DISTANCE OF 20.49 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 235.08 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1012.87 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1005.63 FEET TO THE POINT OF BEGINNING.

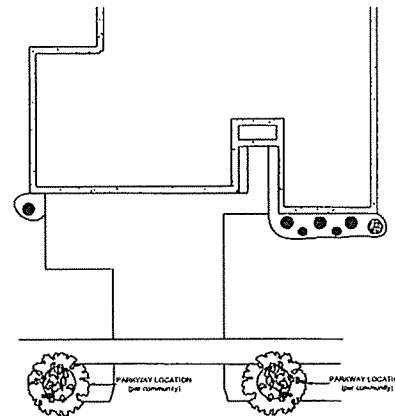
CONTAINING 1,004,319 SQUARE FEET (23.056 ACRES) MORE OR LESS.



LANDSCAPE PACKAGE
SCALE: 1/8" = 1'-0" (27x38)
SCALE: 1/16" = 1'-0" (11"x17")



SIDE EXTENDED GARAGE (DC-5110)
LANDSCAPE PACKAGE



3-CAR GARAGE (DC-5111)
LANDSCAPE PACKAGE

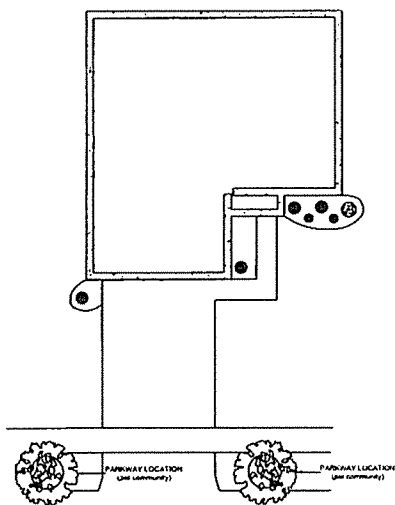
	21 st REDDRESS ASH OR 2 nd INDIAN MAPLE OR 7 th AMERICAN SWEETGUM ON APPROVED EQUAL SHADE TREE
	1 st CRANEMANE VARIETIES OR 2 nd HANDBURN VARIETY TREE ON APPROVED EQUANIMOUS TREE
	30 th DYER'S BURNING BUSHES OR 30 th REDTIG DOVADOES OR 30 th APRILWIND YUPELIUMS ON APPROVED EQUAL
	24 th DENG VIEWS OR 24 th BLUE PRINCIPLES HOLIES OR 24 th GLOVE ANCHITILES ON APPROVED EQUAL
	16 th FROGEBEL'S SPREAS OR 18 th GOLD OF LAME SPREAS OR 18 th ANTHONY WATERER SPREAS ON APPROVED EQUAL

- PLANTING BEDS INCLUDE MULCH (ALTERNATE STONE W/ BRICK EDGE IF SPECIFIED)
- INCLUDED PLANTINGS SHOWN PER PLAN
- ADDITIONAL PLANTINGS (LABELED AS "OPTIONAL") ARE ADDED ON A CUMULATIVE BASIS
- REFER TO WORK ORDER FOR SPECIFICS: QUANTITIES, TYPES AND SIZES

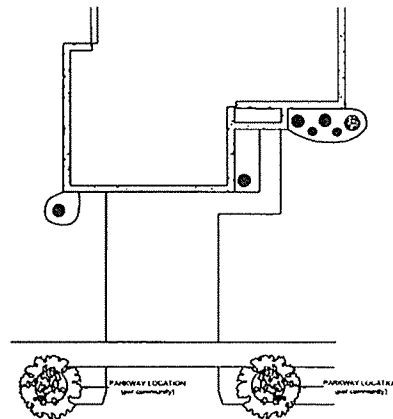
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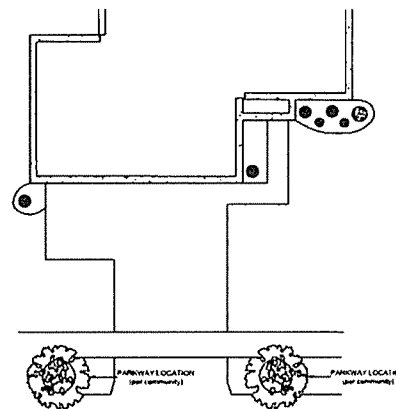
-----PAPERWORK REDUCTION ACT - ELEMENTS OF COMPLIANCE
DE 5040SEL-1454SEL-1456, Chanda m



LANDSCAPE PACKAGE
SCALE: 1/8" = 1' (0/25.4M)
SCALE: 1/16" = 1' (0/30.5M)



SIDE EXTENDED GARAGE (DC-5110)
LANDSCAPE PACKAGE
SCALE: 1/8" = 1' (0/25.4M)
SCALE: 1/16" = 1' (0/30.5M)



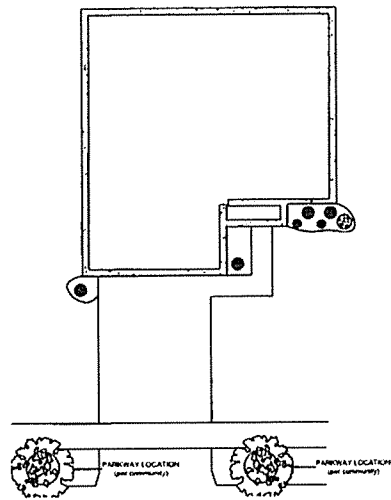
3-CAR GARAGE (DC-5111)
LANDSCAPE PACKAGE
SCALE: 1/8" = 1' (0/25.4M)
SCALE: 1/16" = 1' (0/30.5M)



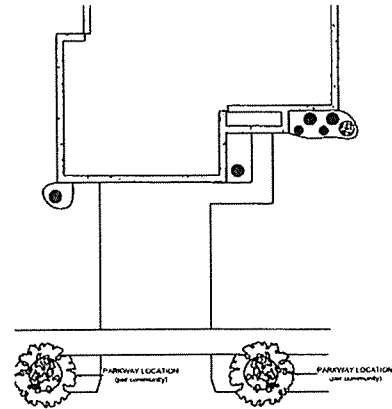
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	7' CRABAPPLE VARIETIES OR 7' HAWTHORN VARIETIES OR APPROVED EQUAL ORNAMENTAL TREE
	30' DWARF BURNING BUSHES OR 30' REDTIG DOGWOODS OR 30' ARROWWOOD VIBURNUMS OR APPROVED EQUAL
	24' SEDGE JENS OR 24' BLUE PRINCESS HYDRANGEAS OR 24' GUTZWILLER HYDRANGEAS OR APPROVED EQUAL
	18' FROEBEL'S SPRUCE OR 18' GOLD FLAME SPRUCE OR 18' ANTHONY WATERER SPRUCE OR APPROVED EQUAL

- LANDSCAPE NOTES**
- PLANTING BEDS INCLUDE MULCH (ALTERNATE STONE OR BRICK EDGE IF SPECIFIED)
 - INCLUDE PLANTINGS SHOWN IN PLAN
 - ADDITIONAL PLANTINGS LABELLED AS "OPTIONAL" HAVE ADDED ON A COMMUNITY BASIS
 - REFER TO WORK ORDER FOR SPECIFIC QUANTITIES, TYPES AND SIZES

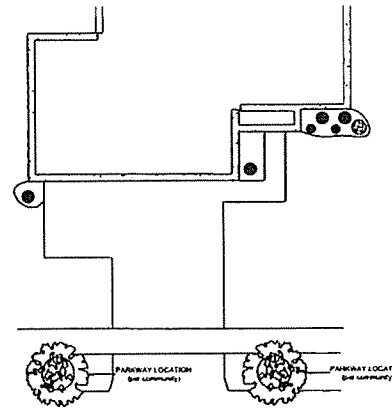
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LANDSCAPE PACKAGE
SCALE: 1/8" = 1'-0" (1/8")
SCALE: 1/8" = 1'-0" (1/8")



SIDE EXTENDED GARAGE (DC-5110)
LANDSCAPE PACKAGE
SCALE: 1/8" = 1'-0" (1/8")
SCALE: 1/8" = 1'-0" (1/8")



3-CAR GARAGE (DC-5111)
LANDSCAPE PACKAGE
SCALE: 1/8" = 1'-0" (1/8")
SCALE: 1/8" = 1'-0" (1/8")



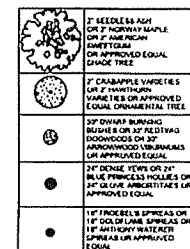
	2' NEEDLELEAF AMT OR 2' NORWAY SPRUCE OR 2' AMERICAN SWEETGUM OR APPROVED EQUAL SHADE TREE
	2' ORNAMENTAL VARIETIES OR 2' HAWTHORN VARIETIES OR APPROVED EQUAL ORNAMENTAL TREE
	30" DIAMETER BURNING BUSHES OR 30" REDTIDY DOGWOODS OR 30" JACONWOOD VIBURNUMS OR APPROVED EQUAL
	24" DENSE YEW OR 12" BLUE PRINCESS HOLIES OR 24" OLIVE AMBROSIA'S OR APPROVED EQUAL
	12" FRODOLEA SPIRALS OR 12" GOLDEN LANE SPREADS OR 12" ANTHONY WATERER SPINE AS OR APPROVED EQUAL

LANDSCAPE NOTES

- PLANTING BEDS INCLUDE MAINTENANCE
- STONE OR BRICK EDGE IF SPECIFIED
- INCLUDE PLANTINGS SHOWN IN PLAN
- ADDITIONAL PLANTINGS LABELED AS "OPTIONAL" ARE NOTED ON A COMMUNITY BASIS
- REFER TO WORK ORDER FOR SPECIFIC QUANTITIES, TYPES AND SIZES

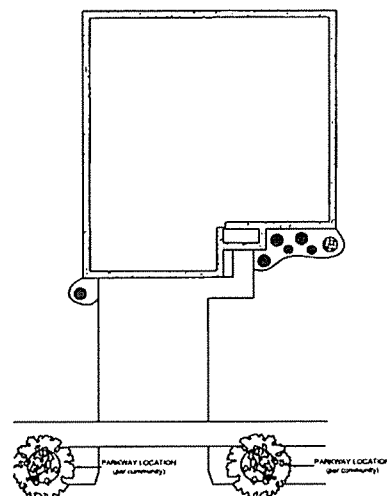
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PLAN	SEL-1801	STYLE		DRAWING TITLE	LANDSCAPE PLAN		

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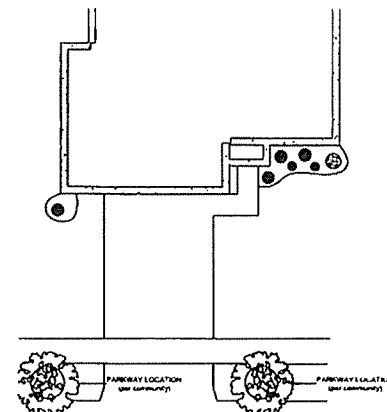


LANDSCAPE NOTES

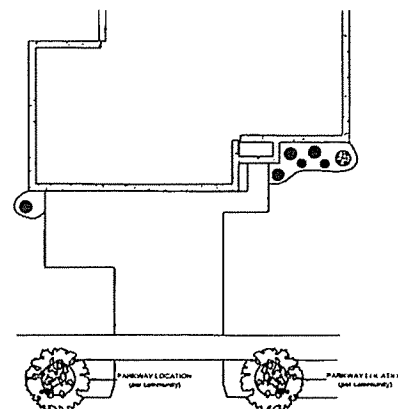
- PLANTING BEDS INCLUDE SUBSEAL/ALTERNATE STONE OR BRICK EDGE IF SPECIFIED
- INCLUDED PLANTINGS SHOWN PER PLAN
- ADDITIONAL PLANTINGS LABELED AS "OPTIONAL" ARE ADDED ON A CONSULTANT BASIS
- PREFER TO WORK ORDER FOR SPECIFIC QUANTITIES, TYPES AND SIZES



LANDSCAPE PACKAGE
SCALE: 1/8" = 1'-0" (1/8" = 1'-0")
SCALE: 1/4" = 1'-0" (1/4" = 1'-0")

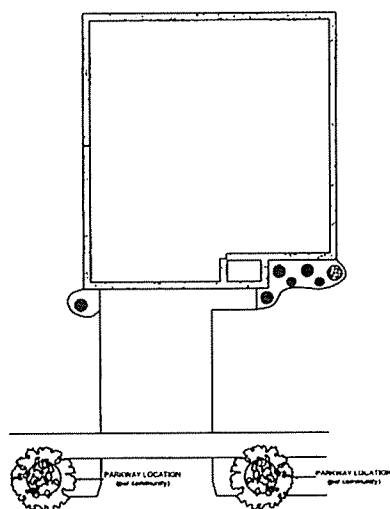


SIDE EXTENDED GARAGE (DC-5110)
LANDSCAPE PACKAGE
SCALE 1/8" = 1'-0" (1/4" = 1'-0")
SCALE 1/8" = 1'-0" (1/4" = 1'-0")

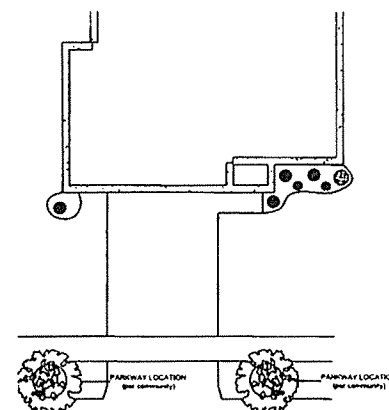


3-CAR GARAGE (DC-5111)
LANDSCAPE PACKAGE
SCALE: 1/4" = 1'-0" (25mm)
SCALE: 1/8" = 1'-0" (32mm)

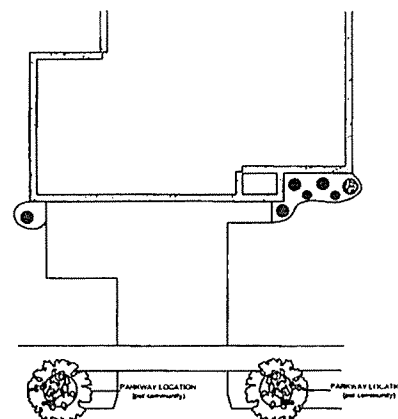
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LANDSCAPE PACKAGE
SCALE: 1/8" = 1'-0" (1/8" = 1'-0")
SCALE: 1/4" = 1'-0" (1/4" = 1'-0")



SIDE EXTENDED GARAGE (DC-5110)
LANDSCAPE PACKAGE
SCALE 1/8" = 1'-0" (PLAN)
SCALE 1/8" = 1'-0" (ELEV.)



3-CAR GARAGE (DC-5111)
LANDSCAPE PACKAGE
SCALE: 1/4" = 1'-0" (21"x36")
SCALE: 1/4" = 1'-0" (11"x17")

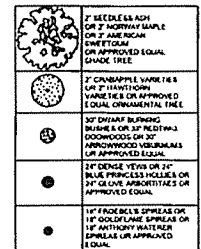
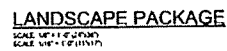
	2" NEEDLE & AWL OR 2" NORWAY MAPLE OR 2" AMERICAN DOGSWOOD OR APPROVED EQUAL SHADE TREE
	2" CRABAPPLE VARIETIES OR 2" HAWTHORN VARIETIES OR APPROVED EQUAL OR ORNAMENTAL TREE
	30" DAPHNE BURNING BUSHES OR 30" REDTONGUE DOGSWOODS OR 30" SPRINGWOOD VIBURNUMS OR APPROVED EQUAL
	24" DOGWOOD VETIVALS OR 24" BLUE PRINCESS HOLLIES OR 24" OLIVE ARBUTUS LIES APPROVED EQUAL
	18" FRAXEL BELL SPPLES OR 18" GOLD LARIE LIPRICES OR 18" ANTHONY WATERER SPRINKLE LIR APPROVED

LANDSCAPE NOTES

- PLANTING BEDS INCLUDE BRICK OR ALTERNATE STONE W/ BRICK EDGE @ SPEC REQ
- INCLUDED PLANTINGS SHOWN PER PLAN
- ADDITIONAL PLANTINGS LABELED AS "OPTIONAL" ARE ADDED ON A CUSTOMER'S BASIS
- REFER TO WORK ORDER FOR SPECIFIC QUANTITIES, TYPES AND SIZES

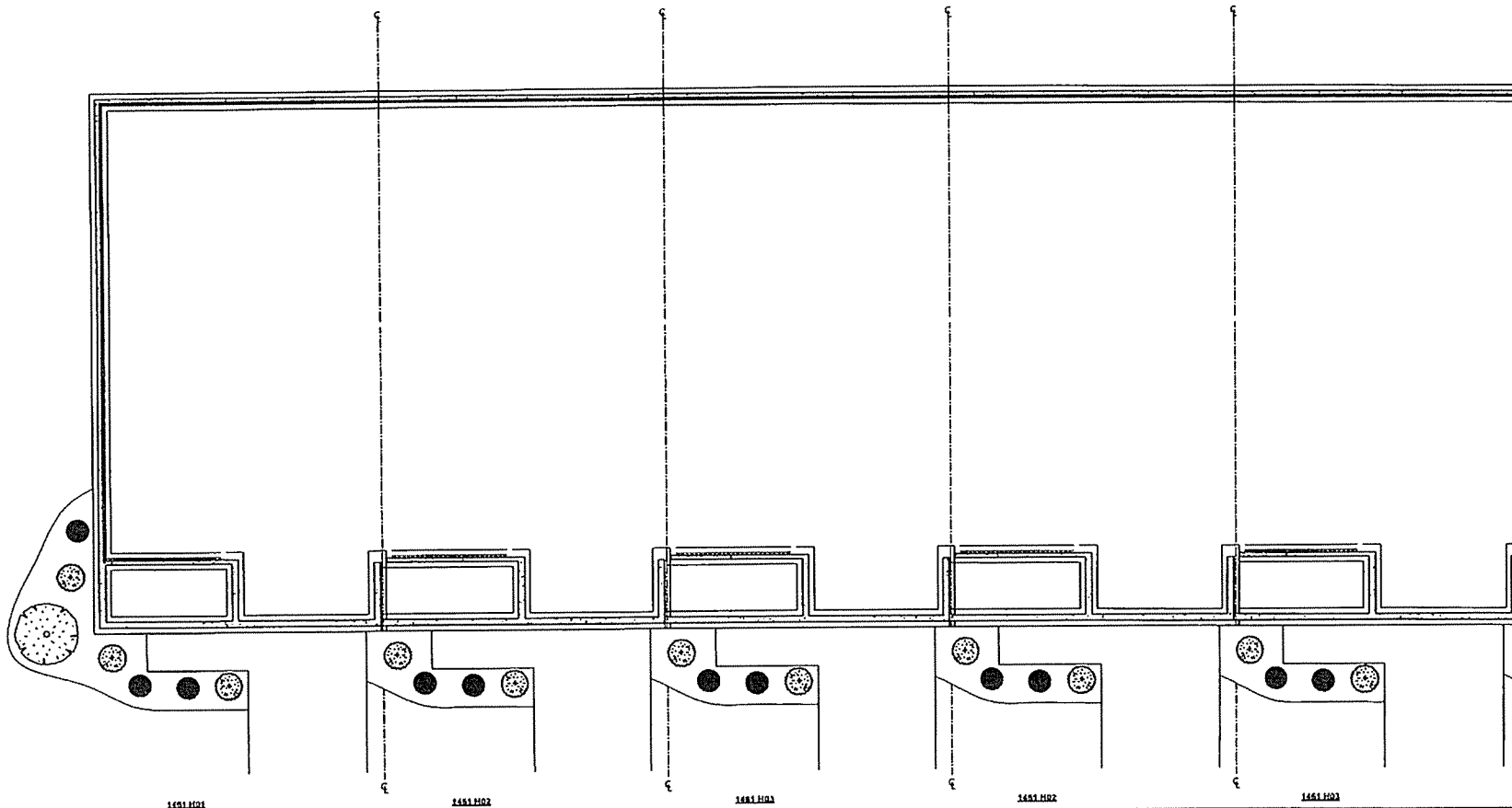
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PLAN SEL-2166		STYLE	DRAWING TITLE LANDSCAPE PLAN		

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- PLANTING BEDS INCLUDE SAUGH (ALTERNATE STONE W/BACK EDGE IF SPECIFIED)
- INCLUDED PLANTINGS SHOWN PER PLAN
- ADDITIONAL PLANTINGS LABELED AS "OPTIONAL" ARE ADDED ON A COMMUNITY BASIS
- REFER TO WORK ORDER FOR SPECIFIC QUANTITIES, TYPES AND SIZES

LOT LOT NUMBER		COMMUNITY COMMUNITY NAME		PRINT DATE 2/13/2025 12:46:22 PM	SHEET NUMBER
PLAN SEL-2386		STYLE	DRAWING TITLE LANDSCAPE PLAN		L1.1
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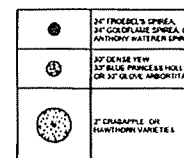
	24" FROEBEL'S SPHIRE, 24" GOLDFLAME SPHIRE, OR ANY OTHER WATERBURN SPHIRE
	36" DENISE YEW 30" BLUE PRINCESSA HOLLY, OR 30" OLIVE ARBORETTALZ
	2" CRABAPPLE OR HAWTHORN VASE TREES

- PLANTING BEDS INCLUDE MULCH AND FERTILIZER (STONE OR BRICK EDGE IF SPECIFIED)
- INCLUDED PLANTINGS SHOWN PER PLAN
- ADDITIONAL PLANTINGS LABELLED AS "OPTIONAL" ARE ADDED ON A FIRM QUANTITY BASIS
- REFER TO WORK ORDER FOR SPECIFIC QUANTITIES, TYPES AND SIZES

SCALE 1" = 1' (1/8" = 1')

LOT	LOT NUMBER	COMMUNITY	COMMUNITY NAME	PRINT DATE	7/16/2024 3:31:59 PM	SHEET NUMBER L1.1
PLAN		STYLE	H01	DRAWING TITLE:	LANDSCAPE PLAN - UNITS 1-5	

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- PLANTING BEDS INCLUDE MULCH (ALTERNATE STONE OR BRICK EDGE IF SPECIFIED)
- INCLUDED PLANTINGS SHOWN PER PLAN
- ADDITIONAL PLANTINGS LABELED AS "TYPICAL" ARE ADDED (IN A CIRCULARITY BASIS)
- REFER TO WORK ORDER FOR PLANTING QUANTITIES, TYPES AND SIZES

LANDSCAPE PACKAGE
SCALE 1" = 1' (1/8" = 1')

LOT	LOT NUMBER	COMMUNITY	COMMUNITY NAME	PRINT DATE	7/16/2024 3:32:00 PM	SHEET NUMBER L1.2
PLAN		STYLE	H01	DRAWING TITLE	LANDSCAPE PLAN - UNITS 6-10	

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Manufactured in Cantonment, FL

Exhibit D - Site Exhibit

SITE DATA

- VILLA LOTS
 - 147 UNITS (LOTS 1-6, 22-182)
 - 74X123 STANDARD LOTS
 - 74X123 CORNER LOTS
 - MINIMUM LOT AREA = 8,100 SQUARE FEET
- 70' WIDE LOTS
 - 13 UNITS (LOTS 21-21)
 - 70X134 STANDARD LOTS
 - 87X136 CORNER LOTS
 - MINIMUM LOT AREA = 8,380 SQUARE FEET
- TOWNHOME LOTS
 - 130 UNITS (LOTS 181-180)
 - 110X110 STANDARD LOTS
 - 110X136 CORNER LOTS
 - MINIMUM LOT AREA = 12,100 SQUARE FEET
- PROPOSED FIRE STATION
 - AREA = 81,183 SQUARE FEET (1.862 ACRES)
- PARKING AREAS
 - 177 PARKING STALLS
- GENERAL RESIDENTIAL ZONING (GR)
- URBAN RESIDENTIAL ZONING (UR)

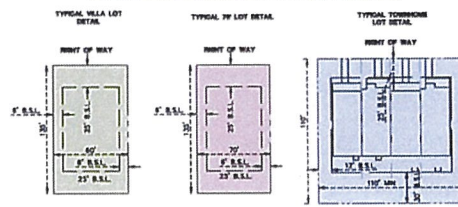
PROPOSED AREAS

- GENERAL RESIDENTIAL COR ZONING
 - LOT AREA = 1,792,841 SQUARE FEET (41.30 ACRES)
 - OPEN SPACE (OUTLOTS) AREA = 879,880 SQUARE FEET (20.08 ACRES)
 - FIRE STATION AREA = 81,183 SQUARE FEET (1.862 ACRES)
 - INTERNAL RIGHT-OF-WAY AREA = 546,548 SQUARE FEET (12.60 ACRES)
 - CITY ROAD RIGHT-OF-WAY AREA = 152,421 SQUARE FEET (3.514 ACRES)
 - PAVING AREA = 152,421 SQUARE FEET (3.514 ACRES)
 - TOTAL AREA = 3,564,683 SQUARE FEET (81.543 ACRES)
- GENERAL RESIDENTIAL COR ZONING AREA
 - LOT AREA = 1,421,213 SQUARE FEET (32.48 ACRES)
 - OPEN SPACE (OUTLOTS) AREA = 867,880 SQUARE FEET (19.87 ACRES)
 - INTERNAL RIGHT-OF-WAY AREA = 546,548 SQUARE FEET (12.60 ACRES)
 - CITY ROAD RIGHT-OF-WAY AREA = 152,421 SQUARE FEET (3.514 ACRES)
 - PAVING AREA = 152,421 SQUARE FEET (3.514 ACRES)
 - TOTAL AREA = 3,564,683 SQUARE FEET (81.543 ACRES)
- URBAN RESIDENTIAL COR ZONING AREA
 - LOT AREA = 347,871 SQUARE FEET (7.97 ACRES)
 - OPEN SPACE (OUTLOTS) AREA = 187,815 SQUARE FEET (4.31 ACRES)
 - FIRE STATION AREA = 81,183 SQUARE FEET (1.862 ACRES)
 - INTERNAL RIGHT-OF-WAY AREA = 187,418 SQUARE FEET (4.28 ACRES)
 - CITY ROAD RIGHT-OF-WAY AREA = 79,138 SQUARE FEET (1.817 ACRES)
 - PAVING AREA = 43,678 SQUARE FEET (1.004 ACRES)
 - TOTAL AREA = 1,004,338 SQUARE FEET (23.056 ACRES)

LOT INFORMATION

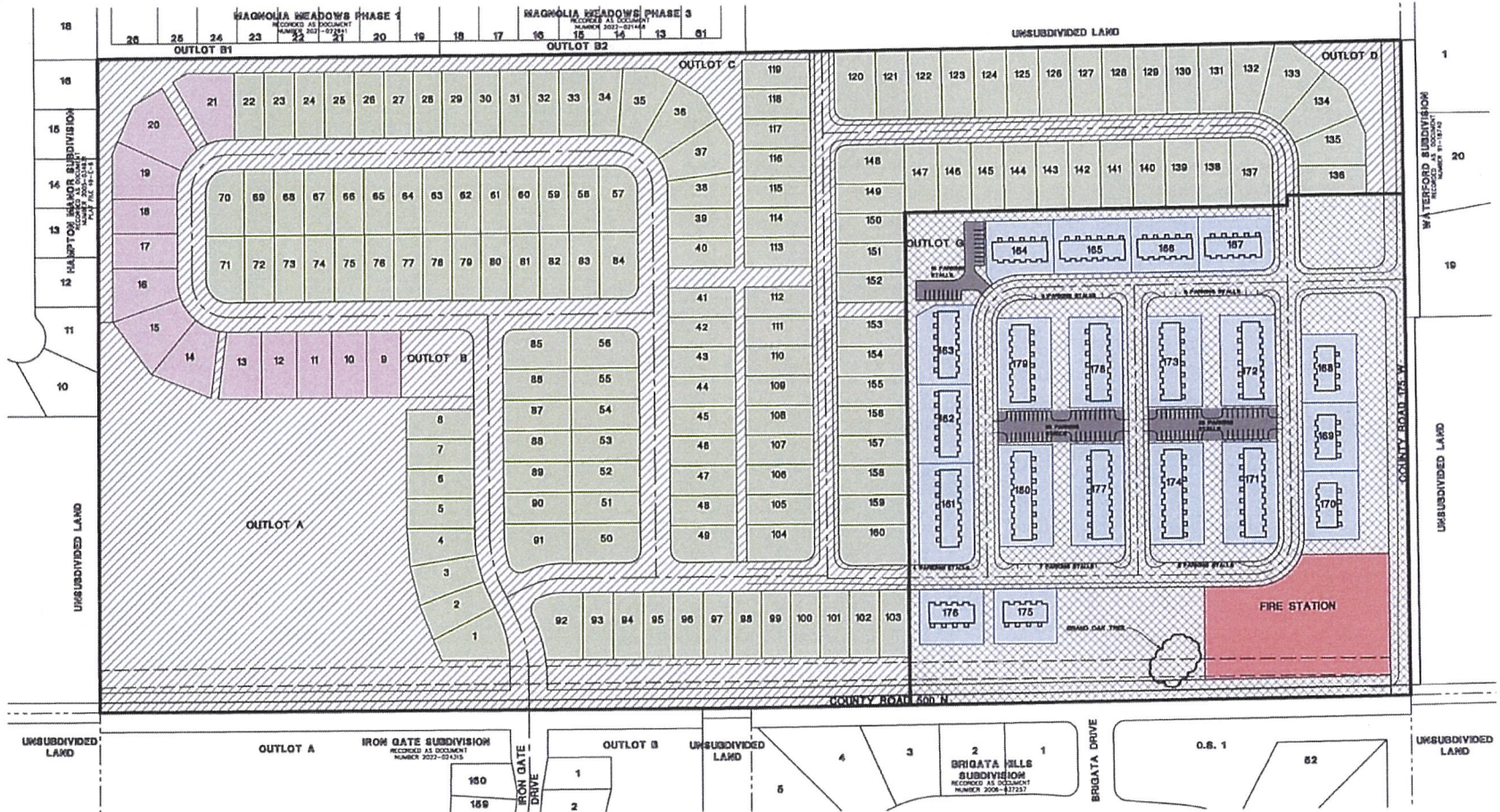
- GENERAL RESIDENTIAL COR ZONING
 - MINIMUM LOT AREA
 - VAPORADO = 6,000 SQUARE FT
 - PROPOSED = 6,000 SQUARE FT
 - MINIMUM LOT WIDTH
 - VAPORADO = 30 FT
 - PROPOSED = 30 FT
 - MINIMUM SIDE YARD
 - VAPORADO = 5 FT PER SIDE/13 FT TOTAL
 - PROPOSED = 5 FT PER SIDE/13 FT TOTAL
 - MINIMUM REAR YARD
 - VAPORADO = 25 FT
 - PROPOSED = 25 FT
 - MINIMUM FRONT YARD
 - VAPORADO = 25 FT
 - PROPOSED = 25 FT
 - MINIMUM BUILDING COVERAGE
 - VAPORADO = 44%
 - PROPOSED = 44%
 - MINIMUM LOT COVERAGE
 - VAPORADO = 50%
 - PROPOSED = 50%
- URBAN RESIDENTIAL COR ZONING
 - MINIMUM LOT AREA PER UNIT
 - VAPORADO = 3,500 SQUARE FT
 - PROPOSED = 3,500 SQUARE FT
 - MINIMUM LOT WIDTH PER UNIT
 - VAPORADO = 25 FT
 - PROPOSED = 25 FT
 - MINIMUM BUILDING SEPARATION
 - VAPORADO = 15 FT PER SIDE/24 FT TOTAL
 - PROPOSED = 15 FT PER SIDE/24 FT TOTAL
 - MINIMUM REAR YARD
 - VAPORADO = 20 FT
 - PROPOSED = 20 FT
 - MINIMUM FRONT YARD
 - VAPORADO = 15 FT
 - PROPOSED = 15 FT
 - MINIMUM BUILDING COVERAGE
 - VAPORADO = 42%
 - PROPOSED = 42%
 - MINIMUM LOT COVERAGE
 - VAPORADO = 50%
 - PROPOSED = 50%

TYPICAL LOT DETAILS



GRAPHIC SCALE

(IN FEET)
1 inch = 300 ft.



Manhard CONSULTING LTD.
 10000 Midwood Terrace
 City of Valparaiso, Indiana
 46383-1111
 Phone: (219) 463-1111
 Fax: (219) 463-1112
 Email: info@manhardconsulting.com
 Website: www.manhardconsulting.com

MIDWOOD TERRACE
 CITY OF VALPARAISO, INDIANA
 SITE EXHIBIT

SHEET
 1 OF 1
 OLTPCH02

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND
THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6, WEST OF
THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND
THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6, WEST OF
THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.



LOT AREA = 1,810,622 SQUARE FEET (41.566 ACRES)
OUTLOTS AREA = 1,001,592 SQUARE FEET (22.993 ACRES)
RIGHT-OF-WAY AREA = 696,206 SQUARE FEET (15.983 ACRES)
TOTAL AREA = 3,508,420 SQUARE FEET (80.542 ACRES)

175 W 500 N, VALPARAISO, INDIANA 46385

64-09-04-476-003.000-003
64-09-04-476-002.000-003
64-09-03-351-002.000-003
64-09-03-351-001.000-003

FRONT = 25 FEET
SIDEYARD = 5 FEET
REAR = 15 FEET
CORNER SIDEYARD = 20 FEET

DEED OF DEDICATION

WE, THE LAKE ACQUISITIONS, INC AND PRAIRIE DEVELOPMENT LLC, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED SAID REAL ESTATE IN ACCORDANCE WITH THE ATTACHED PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS MIDWOOD TERRACE SUBDIVISION. ALL STREETS, CROSSWALKS AND PUBLIC WAYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE CITY OF VALPARAISO FOR USE BY THE PUBLIC IN GENERAL.

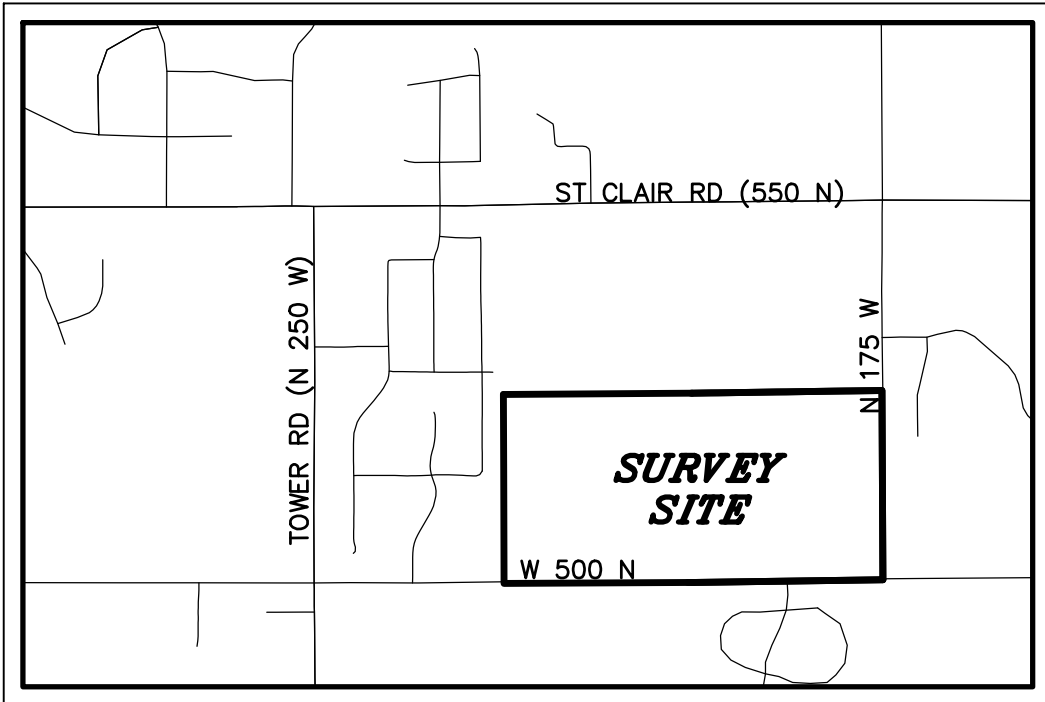
OUTLOTS A, B, C, C1, C2, D, E, F, G, H, AND J ARE HEREBY DEDICATED TO THE CITY OF VALPARAISO AND THE MIDWOOD TERRACE HOME OWNERS ASSOCIATION AS A PUBLIC UTILITY, WATER MAIN, WATER DISTRIBUTION, AND STORM WATER INFRASTRUCTURE SYSTEM. THE CITY OF VALPARAISO AND THE MIDWOOD TERRACE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF OUTLOTS A, B, C, C1, C2, D, E, F, G, H, AND J. THE CITY OF VALPARAISO ORDINANCES, IN THE EVENT THE CITY OF VALPARAISO DEEMS ACQUIRING OUTLOTS A, B, C, C1, C2, D, E, F, G, H, AND J TO BE NECESSARY FOR THE WATER MAIN, WATER DISTRIBUTION, AND STORM WATER INFRASTRUCTURE SYSTEM, THE PROPERTY OWNERS ASSOCIATION SHALL GRANT OUTLOTS A, B, C, C1, C2, D, E, F, G, H, AND J TO THE CITY OF VALPARAISO FOR THE CITY OF VALPARAISO TO BE RESPONSIBLE FOR ITS MAINTENANCE TO THE CITY OF VALPARAISO WITHOUT COST TO THE CITY.

OWNERSHIP OF OUTLOT 1 IS HEREBY GRANTED TO THE CITY OF VALPARAISO AND SHALL BE MAINTAINED BY THE CITY OF VALPARAISO IN ACCORDANCE WITH ALL CITY OF VALPARAISO ORDINANCES.

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

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF VALPARAISO AND PUBLIC UTILITY COMPANIES, INCLUDING SBC AND NORTHERN INDIANA PUBLIC SERVICE COMPANY, SEVERALLY AND PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF NEED OR LICENSE TO CONSTRUCT OR MAINTAIN ANY INFRASTRUCTURE PROJECTS, SUCH AS, BUT NOT LIMITED TO, WATER MAINS, STORM SEWERS, SANITARY SEWERS, GAS MAINS, DRAINAGE SWALES, CONDUITS, CABLES, POLES AND WIRES UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, UNDER, OVER OR ALONG THE STRIPS OF LAND DESIGNATED ON THE PLAT AND MARKED "PUBLIC UTILITY AND EASEMENT AREAS" FOR THE PURPOSES OF HANDLING THE STORM WATER AND/OR SURFACE DRAINAGE RUNOFF, INCLUDING THE RIGHT TO USE THE STREETS AND/OR ROADWAY EASEMENT AREAS WHERE NECESSARY, TOGETHER WITH THE RIGHT TO ENTER UPON THE SAID EASEMENT AREAS FOR THE PURPOSES OF INSTALLING, MAINTAINING, REPAIRING OR REPLACING 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 STRUCTURES THAT DO NOT INTERFERE WITH THE PURPOSES OF EASEMENT OR SUCH PUBLIC UTILITY PURPOSES OUTSIDE OF THE STREETS AND ROADWAY EASEMENT AREAS. THIS EASEMENT MAY BE MAINTAINED BY THE MIDWEST TRENCH OWNERS ASSOCIATION.



NOT TO SCALE

LAKE ACQUISITIONS, INC
1051 WICKER AVE, SUITE A
ST. JOHN, INDIANA 46373

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
B.S.L. = BUILDING SETBACK LINE

THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY PANEL NUMBER 18127C0138D WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 2015 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AREAS DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS OUTSIDE THE 0.2% ANNUAL FLOODING PROBABILITY FLOOD HAZARD AREA. THIS MEANS THAT THE PROPERTY DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES NOT GUARANTEE THAT THE ABOVE DESCRIBED PROPERTY WILL OR WILL NOT FLOOD. APPROXIMATE LOCATIONS OF FLOOD ZONES HAVE BEEN SHOWN HEREON BASED ON THE CURRENT FLOOD INSURANCE RATE MAPS.

PARCEL 1:
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 35
NORTH, RANGE 6 WEST OF THE 2ND P.M. IN PORTER COUNTY, INDIANA.

PARCEL 2:
 THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE 2ND P.M., IN PORTER COUNTY, INDIANA EXCEPTING THEREFROM: A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE 2ND P.M. DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH ON SAID SECTION LINE 200 FEET; THENCE WEST PARALLEL TO THE QUARTER-QUARTER SECTION LINE 400 FEET; THENCE NORTH 200 FEET TO SAID QUARTER-QUARTER SECTION LINE; THENCE EAST 400 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 3, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE 2ND P.M., DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER-QUARTER SECTION
THENCE SOUTH ON SAID SECTION LINE 200 FEET; THENCE WEST PARALLEL TO THE
QUARTER-QUARTER SECTION LINE 400 FEET; THENCE NORTH 200 FEET TO SAID
QUARTER-QUARTER SECTION LINE; THENCE EAST 400 FEET TO THE POINT OF
BEGINNING.

1. THIS SUBDIVISION CONSISTS OF 160 SINGLE FAMILY LOTS, 20 TOWNHOME LOTS, AND 13 OUTLOTS, AND ARE PART OF AN INTEGRAL NUMBERING SYSTEM TO EMBRACE ALL OF MIDWOOD TERRACE SUBDIVISION.

2. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.

3. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. FNW2101802 WITH AN EFFECTIVE DATE OF APRIL 16, 2021 HAS BEEN REVIEWED IN CONJUNCTION WITH THE PREPARATION OF THIS SUBDIVISION. THIS SURVEY MAY NOT REFLECT MATTERS OF TITLE THAT MAY BENEFIT OR BURDEN THE PROPERTY UNLESS THEY ARE CONTAINED IN THE ABOVE TITLE COMMITMENT.

4. PURSUANT TO 865 IAC 1-12-13 (d) AND (e), CROSS REFERENCE IS HEREBY MADE TO AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY MANHARD CONSULTING, LLC DATED SEPTEMBER 7, 2021 AND RECORDED AS DOCUMENT NUMBER 2023-000980 FOR THE OVERALL BOUNDARY OF THIS SUBDIVISION. THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY, OR ANY PRIOR SUBDIVISION PLATS CONTAINED THEREIN, ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION.

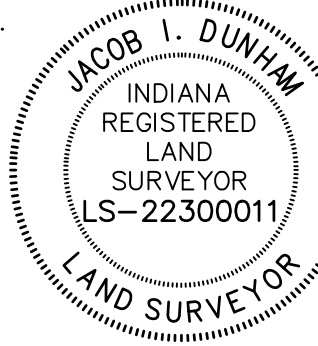
SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

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

WITNESS MY HAND AND SEAL THIS 11TH DAY OF JULY, 2025


JACOB I. DUNHAM, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. LS-2230001
LICENSE EXPIRES JULY 31, 2026



BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND
THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6, WEST OF
THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.



P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
B.S.L. = BUILDING SETBACK LINE

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	N44°36'44"E	35.36'
C2	90°00'00"	25.00'	39.27'	N45°23'16"W	35.36'
C3	90°00'01"	25.00'	39.27'	S44°36'44"W	35.36'
C4	90°00'00"	25.00'	39.27'	S45°23'16"W	35.36'
C5	15°32'52"	240.00'	65.13'	S08°09'42"E	64.93'
C6	98°41'44"	25.00'	43.06'	S68°17'00"E	37.93'
C7	19°12'35"	25.00'	39.87'	S20°08'37"W	35.78'
C8	27°02'24"	232.50'	109.73'	N13°47'46"W	108.71'
C9	90°25'15"	25.00'	39.49'	S45°35'53"W	35.48'
C10	89°34'45"	25.00'	39.09'	S44°20'17"W	35.23'



SEE SHEET 4

SEE SHEET 3

[illegible]

Manhard
CONSULTING LTD.
One Overlook Point, Suite 500, Irvine, IL 60639 ph/674.624.5500 fax/674.624.0095 manhard.com
Civil Engineers • Surveyors • Water Resources Engineers • Vistas & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

MIDWOOD TERRACE
CITY OF VALPARAISO, INDIANA
PRIMARY PLAT OF SUBDIVISION

PROJ. MGR.: TMM
 PROJ. ASSOC.: JID
 DRAWN BY: PGA
 DATE: 06/27/25
 SCALE: 1" = 50'

SHEET
 2 OF 5
 OLTPCIN02

July 16, 2025 - 09:58 Dwg Name: P:\Oltpcin02\dwg\Surv\Final Drawings\Plot of Subdivision\Primary Plot\PR - Valpo\Oltpcin02-PR-VALPO-02-05.dwg Updated By: panderson

July 16, 2025 - 09:58 Dwg Name: P:\oltpcin02\dwg\Surv\Final Drawings\Plot of Subdivision\Primary Plot\PR - Valpo\OLTPCIN02-PR-VALPO-02-05.dwg Updated By: panderson

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND
THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6, WEST OF
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P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
B.S.L. = BUILDING SETBACK LINE



UNSUBDIVIDED LAND

UNSUBDIVIDED
LAND

OUTLOT A

IRON GATE
SUBDIVISION
RECORDED AS DOCUMENT
NUMBER 2022-024315

OUTLOT B

UNSUBDIVIDED
LAND

SEE SHEET 5

MIDWOOD TERRACE

CITY OF VALPARAISO, INDIANA

PRIMARY PLAT OF SUBDIVISION

Manhard
CONSULTING LTD.

One Overlook Point, Suite 200, Lincolnshire, IL 60068
ph: 637.830.0590 mchard.com
Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers

One Overlook Point, Suite 280, Lincolnshire, IL 60069 ph:847.634.5550 fc:847.634.0095 manhard.com

Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers

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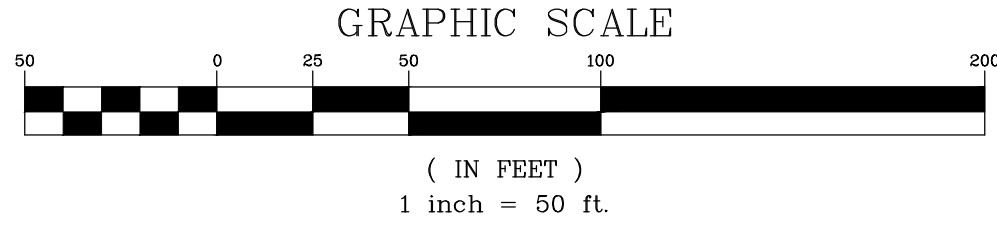
PROJ. MGR.: TMM	
PROJ. ASSOC.: JID	
DRAWN BY: PGA	
DATE: 06/27/25	
SCALE: 1" = 50'	
SHEET	
3	OF 5
OLTPCIN02	

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	N44°36'44"E	35.36'
C2	90°00'00"	25.00'	39.27'	N45°23'16"W	35.36'
C3	90°00'01"	25.00'	39.27'	S44°36'44"W	35.36'
C4	90°00'00"	25.00'	39.27'	N45°23'16"W	35.36'
C5	15°32'52"	240.00'	65.13'	S08°09'42"E	64.93'
C6	98°41'44"	25.00'	43.06'	S65°17'00"E	37.93'
C7	91°22'35"	25.00'	39.87'	S20°08'37"W	35.78'
C8	27°02'24"	232.50'	109.73'	N13°47'46"W	108.71'
C9	90°25'15"	25.00'	39.45'	N45°35'53"W	35.48'
C10	89°34'45"	25.00'	39.09'	S44°24'07"W	35.23'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C11	90°25'15"	25.00'	39.45'	N45°35'53"W	35.48'
C12	89°34'45"	25.00'	39.09'	S44°24'07"W	35.23'
C13	90°30'58"	25.00'	39.50'	N45°33'02"W	35.51'

PRIMARY PLAT OF MIDWOOD TERRACE

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND
THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 6, WEST OF
THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.



ABBREVIATIONS

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
B.S.L. = BUILDING SETBACK LINE



WATERFORD SUBDIVISION
RECORDED AS DOCUMENT NUMBER 91-18740

SEE SHEET 5

SEE SHEET 2

Manhard CONSULTING LTD

Surveying • Planning • Engineering • Environmental • Construction Management • Landscape Architecture

07/11/25

REVISED TO INCLUDE PHASE 1

07/03/25

REVISED EASEMENTS

DATE

REVISIONS

MIDWOOD TERRACE
CITY OF VALPARAISO, INDIANA
PRIMARY PLAT OF SUBDIVISION

PROJ. MGR: TMM
PROJ. ASSOC: JLD
DRAWN BY: PGA
DATE: 06/27/25
SCALE: 1" = 50'

SHEET
4 OF 5
OLTPOIN02

Final Landscape Plan

MIDWOOD TERRACE

Porter County, Indiana

August 22, 2025

CONSULTANTS:



LANDSCAPE ARCHITECT:
GARY R. WEBER ASSOCIATES, INC
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187



CIVIL ENGINEER:
MANHARD CONSULTING, LTD.
333 E BUTTERFIELD ROAD
SUITE 600
LOMBARD, ILLINOIS 60148



LOCATION MAP

SCALE: 1"=500'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
L1.0	COVER SHEET
L1.1	OVERALL LANDSCAPE PLAN
L1.2	LANDSCAPE PLAN
L1.3	LANDSCAPE PLAN
L1.4	LANDSCAPE PLAN
L1.5	LANDSCAPE PLAN
L1.6	LANDSCAPE DETAILS
L1.7	LANDSCAPE DETAILS
L1.8	AMENITY PLANS
L1.9	AMENITY PLANS
L1.10	AMENITY DETAILS
L1.11	AMENITY DETAILS
L1.12	MONUMENT DETAILS
L1.13	MONUMENT DETAILS
L1.14	LANDSCAPE SPECIFICATIONS
L1.15	LANDSCAPE REQUIREMENTS



1. Contractor shall verify underground utility lines and is responsible for any damage.
2. Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
3. Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
4. The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
5. Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
7. See General Conditions and Specifications for landscape work for additional requirements.

LANDSCAPING REQUIRED:

- 1 LARGE TREE
- 1 SMALL TREE

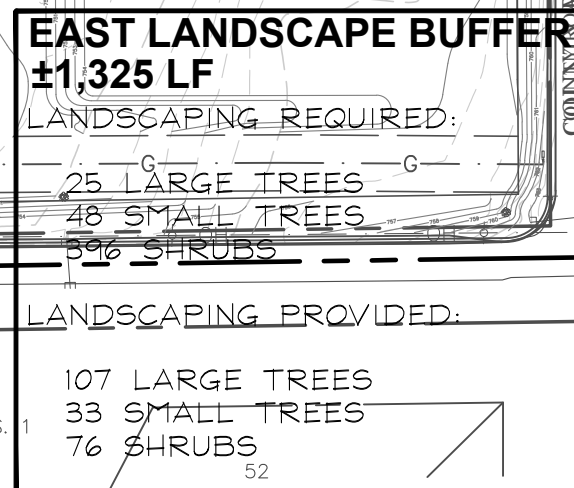
LANDSCAPING PROVIDED:

- 4 EVERGREEN SHRUBS
- 1 LARGE DECIDUOUS SHRUB
- 2 SMALL DECIDUOUS SHRUBS
- 2 PARKWAY TREES

LANDSCAPING REQUIRED:
TREES 60' O.C. = 168 TREES

LANDSCAPING PROVIDED:
279 SHADE TREES

LANDSCAPING REQUIRED:
133 LARGE TREES
49 SMALL TREES
1,083 SHRUBS
LANDSCAPING PROVIDED:
133 LARGE TREES
48 SMALL TREES
292 SHRUBS



Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks
PARKWAY TREES									
AR	1	Acer rubrum 'Frank Jr.' REDPOINTE RED MAPLE	2 1/2' Cal.		GT	17	Gleditsia triacanthos x inermis 'Skycole' SKYLINE HONEYLOCUST	2 1/2' Cal.	
AS	37	Acer x saccharum 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	2 1/2' Cal.		GD	24	Gymnocladus dioica 'Espresso-JFS' ESPRESSO KENTUCKY COFFEETREE	2 1/2' Cal.	
AH	7	Aesculus x amoliانا 'Autumn Splendor' AUTUMN SPLENDOR HORSECHESTNUT	2 1/2' Cal.		LT	13	Liriodendron tulipifera TULIPTREE	2 1/2' Cal.	
CO	19	Celtis occidentalis COMMON HACKBERRY	2 1/2' Cal.		PM	18	Platanus x acerifolia 'Morton Circle' EXCLAMATION! LONDON PLANETREE	2 1/2' Cal.	
GT	23	Gleditsia triacanthos x inermis 'Skycole' SKYLINE HONEYLOCUST	2 1/2' Cal.		GB	36	Quercus bicolor SWAMP WHITE OAK	2 1/2' Cal.	
GD	11	Gymnocladus dioica 'Espresso-JFS' ESPRESSO KENTUCKY COFFEETREE	2 1/2' Cal.		GI	22	Quercus imbricaria SHINGLE OAK	2 1/2' Cal.	
PM	23	Platanus x acerifolia 'Morton Circle' EXCLAMATION! LONDON PLANETREE	2 1/2' Cal.		GM	27	Quercus macrocarpa BUR OAK	2 1/2' Cal.	
GB	13	Quercus bicolor SWAMP WHITE OAK	2 1/2' Cal.		GR	30	Quercus rubra RED OAK	2 1/2' Cal.	
GI	9	Quercus imbricaria SHINGLE OAK	2 1/2' Cal.		TA	10	Tilia americana 'Redmond' REDMOND AMERICAN LINDEN	2 1/2' Cal.	
GM	14	Quercus macrocarpa BUR OAK	2 1/2' Cal.		TC	3	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2' Cal.	
GR	33	Quercus rubra RED OAK	2 1/2' Cal.		TT	1	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2' Cal.	
TA	19	Tilia americana 'Redmond' REDMOND AMERICAN LINDEN	2 1/2' Cal.		UA	4	Ulmus 'Morton' ACCOLADE ELM	2 1/2' Cal.	
TC	24	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2' Cal.		UC	2	Ulmus carpinifolia 'New Horizon' NEW HORIZON SMOOTHLEAF ELM	2 1/2' Cal.	
TT	9	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2' Cal.		UM	2	Ulmus 'Morton Glossy' TRIUMPH ELM	2 1/2' Cal.	
UA	23	Ulmus 'Morton' ACCOLADE ELM	2 1/2' Cal.		ORNAMENTAL TREES				
UC	4	Ulmus carpinifolia 'New Horizon' NEW HORIZON SMOOTHLEAF ELM	2 1/2' Cal.		AG	16	Amelanchier x grandiflora APRICOT SERVICEBERRY	6' Ht.	Cl
UM	20	Ulmus 'Morton Glossy' TRIUMPH ELM	2 1/2' Cal.		BN	26	Betula nigra 'Cully' HERITAGE RIVER BIRCH	6' Ht.	Cl
COMMON AREA SHADE TREES									
AS	25	Acer x saccharum 'Green Mountain' GREEN MOUNTAIN SUGAR MAPLE	2 1/2' Cal.		CC	32	Cercis canadensis EASTERN REDBUD	6' Ht.	Cl
AH	17	Aesculus x amoliانا 'Autumn Splendor' AUTUMN SPLENDOR HORSECHESTNUT	2 1/2' Cal.		CM	15	Cornus mas CORNELIAN CHERRY DOGWOOD	6' Ht.	Cl
CO	5	Celtis occidentalis COMMON HACKBERRY	2 1/2' Cal.		CT	51	Crataegus crusgalli var. inermis THORNLASS COCKSPUR HANTHORN	2' Cal.	Tr
					MP	41	Malus 'Prairifire' PRAIRIFIRE CRABAPPLE	2' Cal.	Tr

Key	Qty	Botanical/Common Name	Size	Remarks
GT	17	Gleditsia triacanthos x inermis 'Skycole' SKYLINE HONEYLOCUST	2 1/2'	Col.
GD	24	Gymnocladus dioica 'Espresso-JFS' ESPRESSO KENTUCKY COFFEETREE	2 1/2'	Col.
LT	13	Liriodendron tulipifera TULIPTREE	2 1/2'	Col.
PM	18	Platanus x acerifolia 'Morton Circle' EXCLAMATION! LINDEN	2 1/2'	Col.
QB	36	Quercus bicolor SWAMP WHITE OAK	2 1/2'	Col.
QI	22	Quercus imbricaria SHINGLE OAK	2 1/2'	Col.
QM	27	Quercus macrocarpa BUR OAK	2 1/2'	Col.
QR	30	Quercus rubra RED OAK	2 1/2'	Col.
TA	10	Tilia americana 'Redmond' REDMOND AMERICAN LINDEN	2 1/2'	Col.
TC	3	Tilia cordata 'Greenspire' GREENSPIRE LITTLELEAF LINDEN	2 1/2'	Col.
TT	1	Tilia tomentosa 'Sterling' STERLING SILVER LINDEN	2 1/2'	Col.
UA	4	Ulmus 'Morton' ACCOLADE ELM	2 1/2'	Col.
UC	2	Ulmus carpinifolia 'New Horizon' NEW HORIZON SMOOTHLEAF ELM	2 1/2'	Col.
UM	2	Ulmus 'Morton Glossy' TRIUMPH ELM	2 1/2'	Col.
ORNAMENTAL TREES				
AG	16	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Cl.
BN	26	Betula nigra 'Cully' HERITAGE RIVER BIRCH	6' Ht.	Cl.
CC	32	Cercis canadensis EASTERN REDBUD	6' Ht.	Cl.
CM	15	Cornus mas CORNELIAN CHERRY DOGWOOD	6' Ht.	Cl.
CT	51	Crataegus crusgali var. inermis THORNSLESS COCKSPUR HAWTHORN	2"	Cal.
MP	41	Malus 'Prairifire' PRAIRIFIRE CRABAPPLE	2"	Cal.

Key	Qty	Botanical/Common Name	Size	Remarks
SP	3	<i>Syringa pекinensis</i> 'Morton' CHINA SNOW PEKING LILAC	6' Ht.	Clump
SR	11	<i>Syringa reticulata</i> 'Ivory Silk' IVORY SILK JAPANESE TREE LILAC	2' Cal.	Single Stem
EVERGREEN TREES				
AC	40	<i>Abies concolor</i> WHITE FIR	6' Ht.	
PA	93	<i>Picea abies</i> NORWAY SPRUCE	6' Ht.	
PA12	6	<i>Picea abies</i> NORWAY SPRUCE	12' Ht.	
PG	43	<i>Picea glauca</i> var. <i>densata</i> BLACK HILLS SPRUCE	6' Ht.	
PO	58	<i>Picea amara</i> SERBIAN SPRUCE	6' Ht.	
PP	47	<i>Picea pungens</i> COLORADO SPRUCE	6' Ht.	
PS	62	<i>Pinus strobus</i> EASTERN WHITE PINE	6' Ht.	
DECIDUOUS SHRUBS				
CF	48	<i>Cornus sericea</i> 'Farrow' ARCTIC FIRE REDTNG DOGWOOD	24" Tall	3' O.C.
HP	51	<i>Hydrangea paniculata</i> 'SMHPLGF' LITTLE QUICK FIRE HYDRANGEA	24" Tall	3' O.C.
RA	212	<i>Rhus aromatica</i> 'Gro-low' GRO-LOW FRAGRANT SUMAC	24" Wide	3' O.C.
SM	38	<i>Syringa meyeri</i> 'Palibin' DNARF KOREAN LILAC	24" Tall	4' O.C.
VT	52	<i>Viburnum trilobum</i> 'Redwing' JN SELECT CRANBERRYBUSH VIBURNUM	30" Tall	5' O.C.
EVERGREEN SHRUBS				
BG	79	<i>Buxus</i> 'Green Velvet' GREEN VELVET BOXWOOD	18" Wide	2.5' O.C.
JC	64	<i>Juniperus chinensis</i> 'Sea Green' SEA GREEN JUNIPER	24" Wide	4' O.C.
JK	331	<i>Juniperus chinensis</i> 'Kallaya Compact' KALLAYS COMPACT PFITZER JUNIPER	18" Wide	3' O.C.
JV	7	<i>Juniperus virginiana</i> 'Blue Mountain' NORDIC BLUE JUNIPER	24" Wide	4' O.C.
TM	118	<i>Taxus x media</i> 'Densiformis' DENSIFORMIS	24" Wide	4' O.C.

ORNAMENTAL GRASSES			
CK	140	Calamagrostis x acutiflora 'Karl Foerster' #1 FEATHER REED GRASS	24' O.C.
PE	63	Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	24' O.C.
PV	209	Panicum virgatum 'Heavy Metal' HEAVY METAL SWITCHGRASS	24' O.C.
SA	185	Sesleria autumnalis AUTUMN MOOR GRASS	12' O.C.
SH	106	Sporobolus heterolepis PRAIRIE DROPSEED	24' O.C.
SS	230	Schizachyrium scoparium 'Standing Ovation' STANDING OVATION LITTLE BLUESTEM	24' O.C.
PERENNIALS			
AB	797	Allium 'Summer Beauty' SUMMER BEAUTY ONION	18' O.C.
EC	29	Echinacea 'CBG Cone 2' PIXIE HEADONWHITE CONEFLOWER	18' O.C.
HH	1162	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	18' O.C.
HO	54	Hosta 'Patriot' PATRIOT HOSTA	24' O.C.
NM	78	Nepeta racemosa 'Walker's Low' WALKER'S LOW CATMINT	18' O.C.
RG	129	Rudbeckia fulgida 'Viettle's Little Suzy' VIETTE'S LITTLE SUZY BLACK-EYED SUSAN	18' O.C.
PDT	106	Penstemon digitalis 'Dark Towers' DARK TOWERS PENSTEMON	18' O.C.
MISC. MATERIALS			
	384	SHREDDED HARDWOOD MULCH	C.Y.
	14,220	SOD - PARKWAY	S.Y.
	15.8	TURF SEED & EROSION CONTROL BLANKET	AC.
	12	BOULDERS - GRANITE (RANGE OF 16-30" DIAMETER)	TONS

<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	#1	24" O.C.
FEATHER REED GRASS		
<i>Pennisetum alapeucoides</i> 'Hameln'	#1	24" O.C.
DIARF FOUNTAIN GRASS		
<i>Panicum virgatum</i> 'Heavy Metal'	#1	24" O.C.
HEAVY METAL SWITCHGRASS		
<i>Cesleria autumnalis</i>	#1	12" O.C.
AUTUMN MOOR GRASS		
<i>Sporobolus heterolepis</i>	#1	24" O.C.
SPRABOIS DROPSSEED		
<i>Schizachyrium scoparium</i> 'Standing Ovation'	#1	24" O.C.
STANDING OVATION LITTLE BLUESTEM		
PERENNIALS		
<i>Allium</i> 'Summer Beauty'	#1	18" O.C.
SUMMER BEAUTY ONION		
<i>Echinacea</i> 'CBG Cone 2'	#1	18" O.C.
PIXIE HEADONBRITE CONEFLOWER		
<i>Hemerocallis</i> 'Happy Returns'	#1	18" O.C.
HAPPY RETURNS DAYLILY		
<i>Hosta</i> 'Patriot'	#1	24" O.C.
PATRIOT HOSTA		
<i>Nepeta racemosa</i> 'Walker's Low'	#1	18" O.C.
WALKER'S LOW GATTINIA		
<i>Rudbeckia fulgida</i> 'Vietta's Little Suzy'	#1	18" O.C.
VETTA'S LITTLE SUZY' BLACK-EYED SUSAN		
<i>Penstemon digitalis</i> 'Dark Towers'	#1	18" O.C.
DARK TOWERS		

Allium 'Summer Beauty'	#1	18" O.C.
SUMMER BEAUTY ONION		
Echinacea 'CBG Cone 2'	#1	18" O.C.
PIXIE MEADOWBRITE CONEFLOWER		
Hemerocallis 'Happy Returns'	#1	18" O.C.
HAPPY RETURNS DAYLILY		
Hosta 'Patriot'	#1	24" O.C.
PATRIOT HOSTA		
Nepeta racemosa 'Walker's Low'	#1	18" O.C.
WALKER'S LOW CATMINT		
Rudbeckia fulgida 'Vietle's Little Suzy'		18" O.C.
VIELETTE'S LITTLE SUZY BLACK-EYED SUSAN		
Penstemon digitalis 'Dark Towers'	#1	18" O.C.
DARK TOWERS		

Nepeta racemosa 'Walker's Low'	#1	18' O.C.
WALKER'S LOW CATMINT		
Rudbeckia fulgida 'Vietta's Little Suzy'	#1	18' O.C.
VIEITTA'S LITTLE SUZY BLACK-EYED SUSAN		
Penstemon digitalis 'Dark Towers'	#1	18' O.C.
DARK TOWERS PENSTEMON		
MISC. MATERIALS		
SHREDDED HARDWOOD MULCH	C.Y.	
SOD - PARKWAY	S.Y.	
TURF SEED & EROSION CONTROL BLANKET	AC.	
BOULDERS - GRANITE (RANGE 16-30" DIAMETER)	TONS	

SHREDDED HARDWOOD MULCH	C.Y.
SOD - PARKWAY	S.Y.
TURF SEED & EROSION CONTROL BLANKET	AC.
BOULDERS - GRANITE (RANGE OF 16-30" DIAMETER)	TONS



CLIENT

 **Olthof
Homes**

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ST. JOHN, IN 46373

CIVIL ENGINEER

**MANHARD CONSULTING
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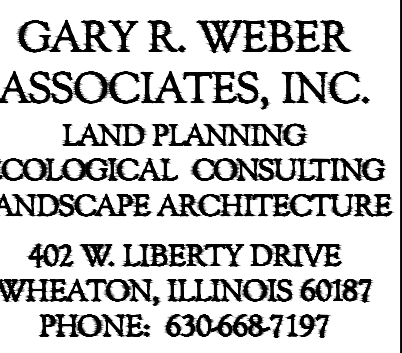
333 E BUTTERFIELD ROAD
SUITE 600
LOMBARD, IL 60148

MIDWOOD TERRACE
PORTER COUNTY, INDIANA
FINAL LANDSCAPE PLAN

OVERALL LANDSCAPE PLAN

2	2025.08.22
1	2025.07.03
REVISION	DATE
DATE	2025.06.30
PROJECT NO.	OLT2116
DRAWN	ZML
CHECKED	ZML
SHEET NO.	

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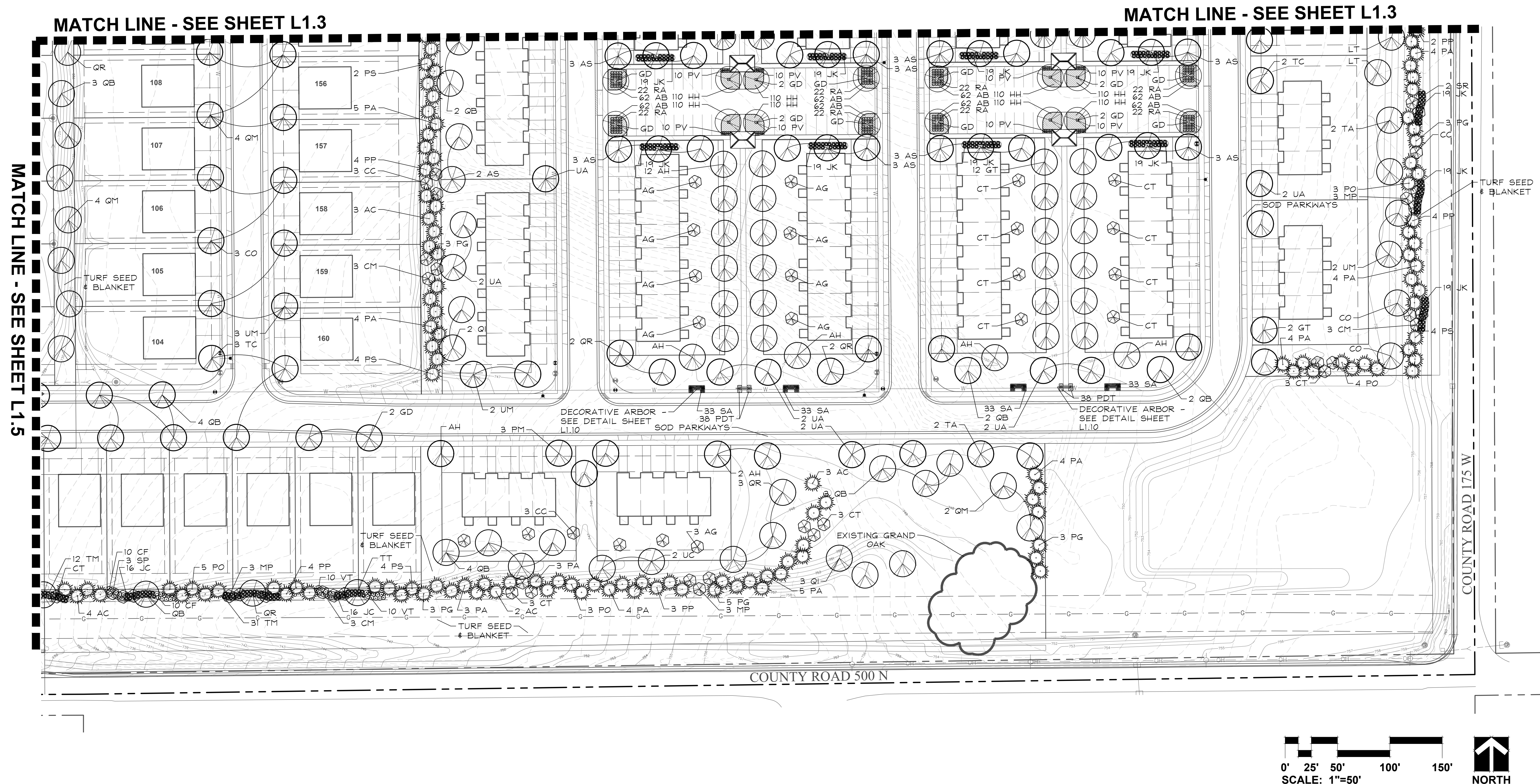
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ROMBARD, IL 60148

MIDWOOD TERRACE
PORTER COUNTY, INDIANA
FINAL LANDSCAPE PLAN
LANDSCAPE PLAN

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L1.2





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PHONE: 630-668-7197

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PORTER COUNTY, INDIANA

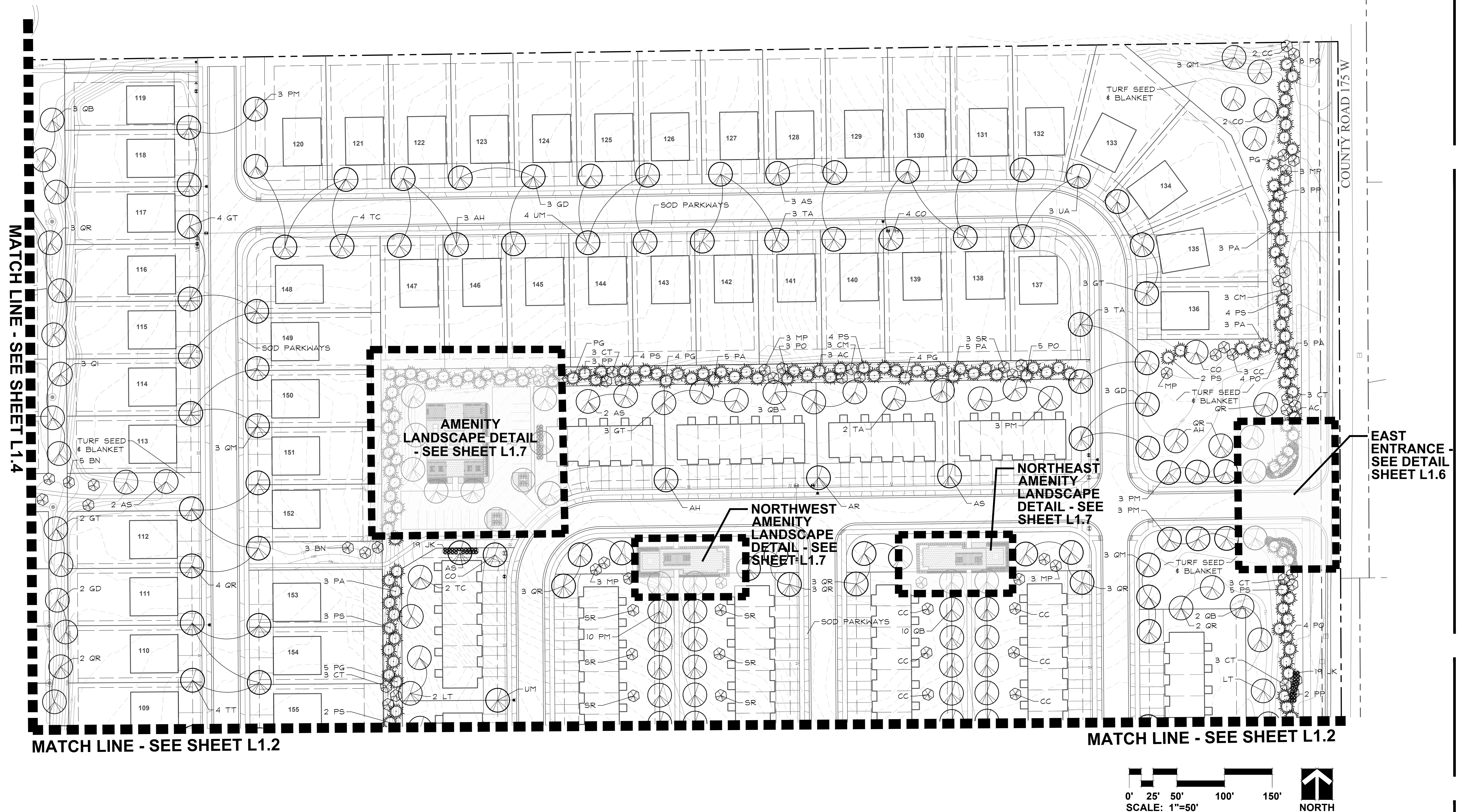
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LANDSCAPE PLAN

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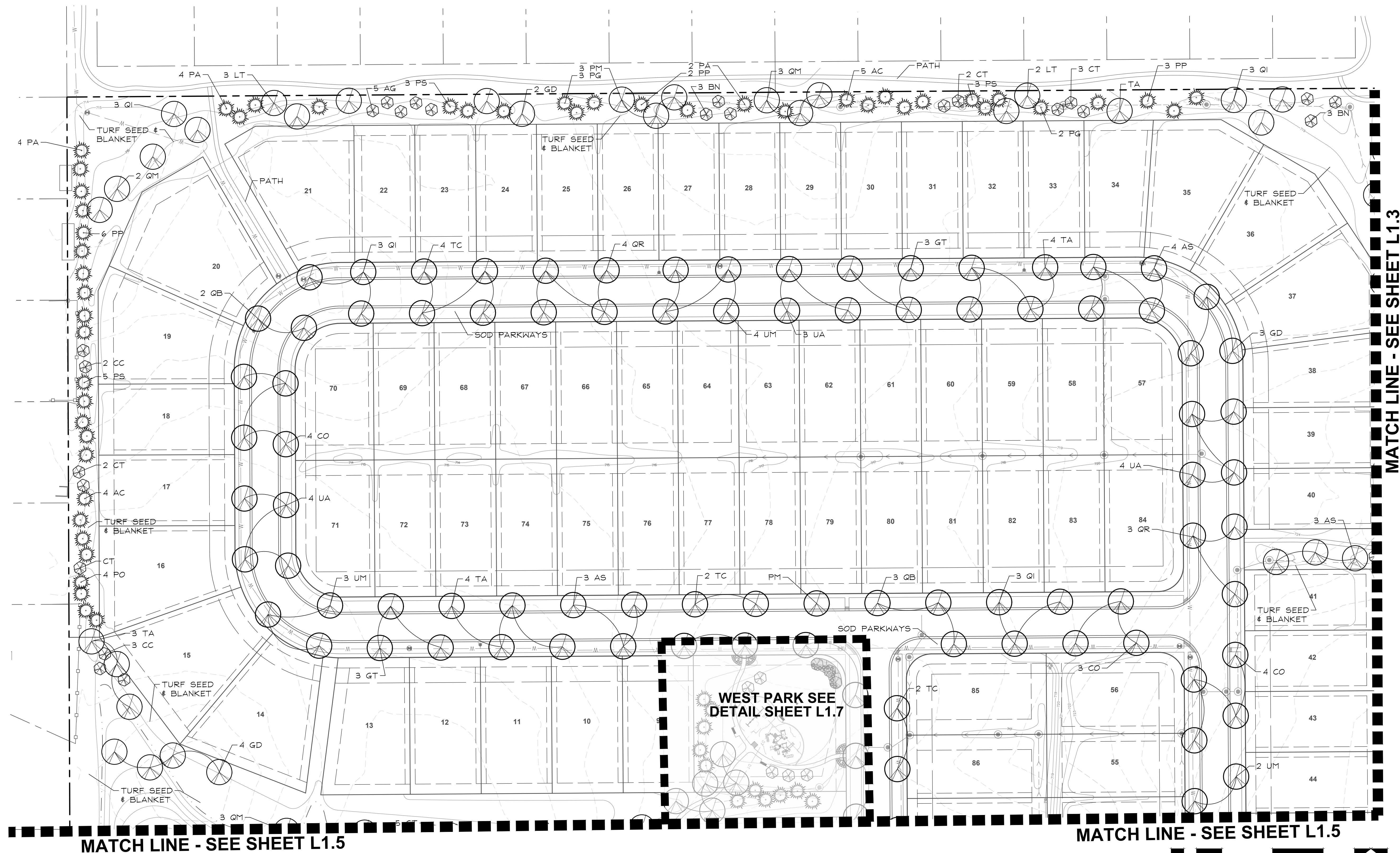
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LANDSCAPE PLAN

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PORTER COUNTY, INDIANA

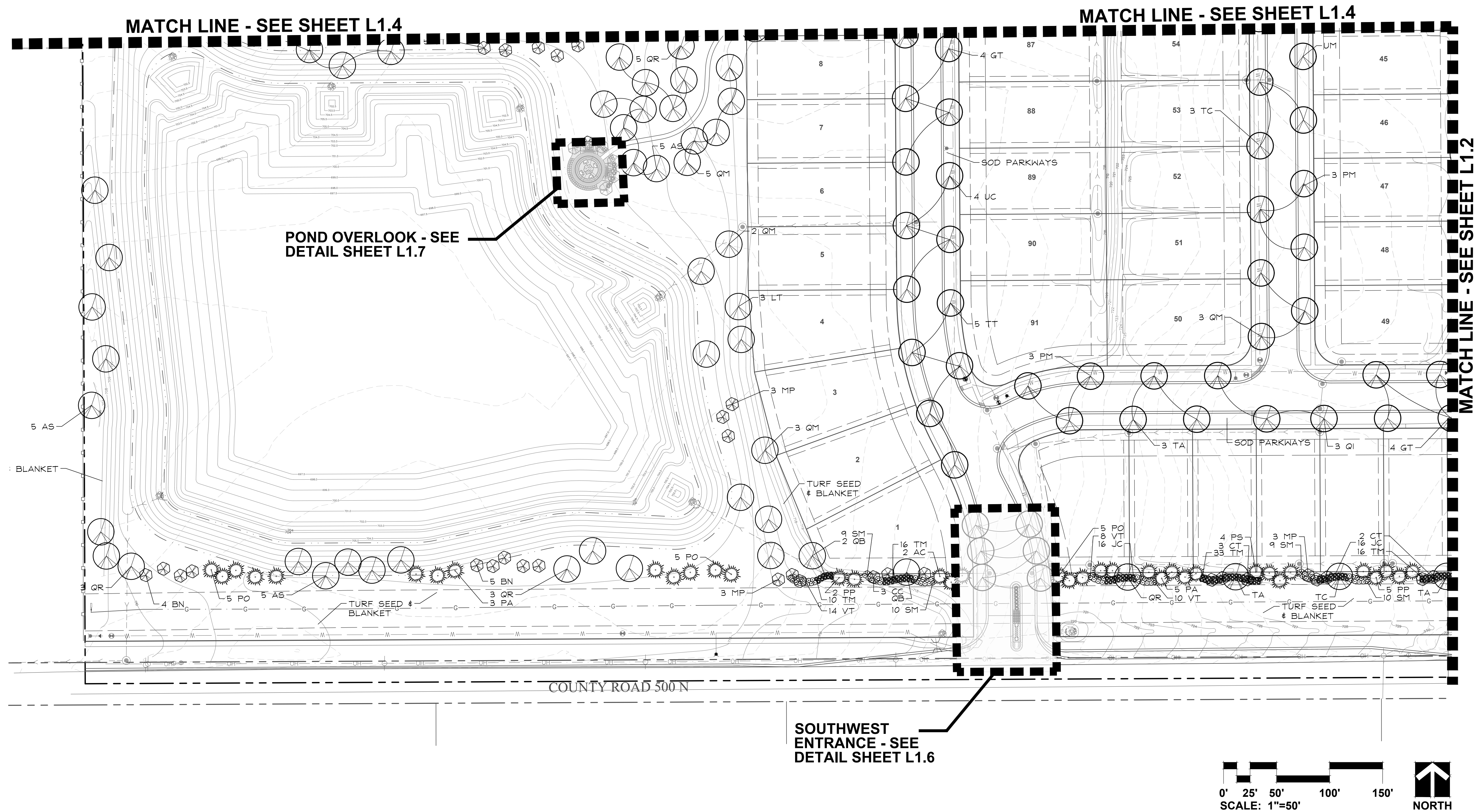
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LANDSCAPE PLAN

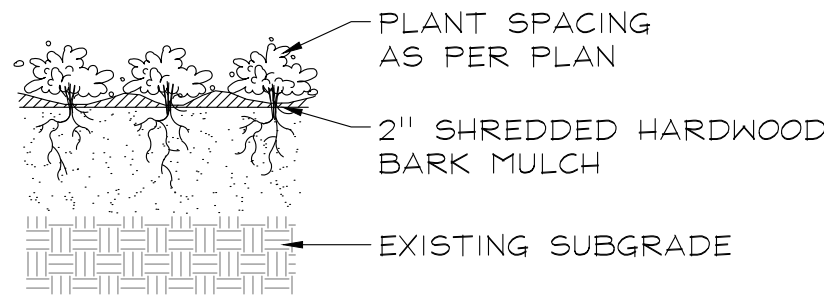
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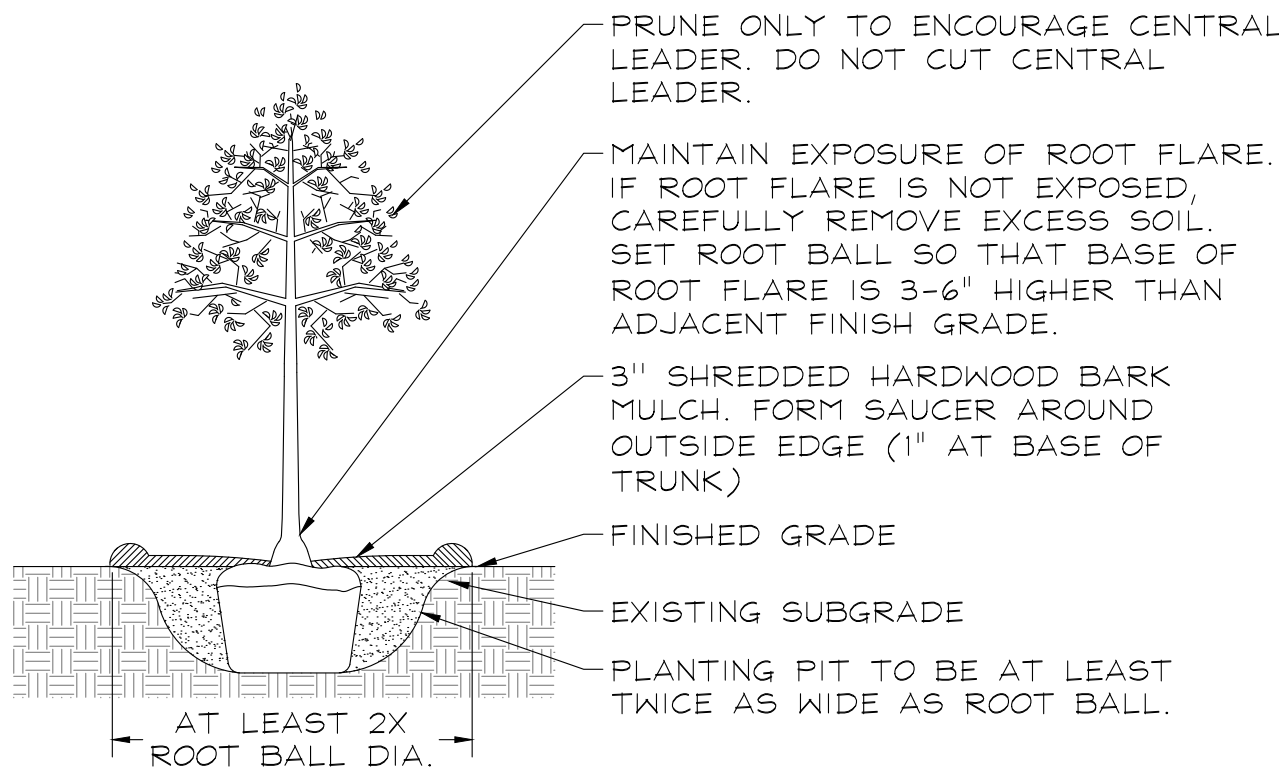
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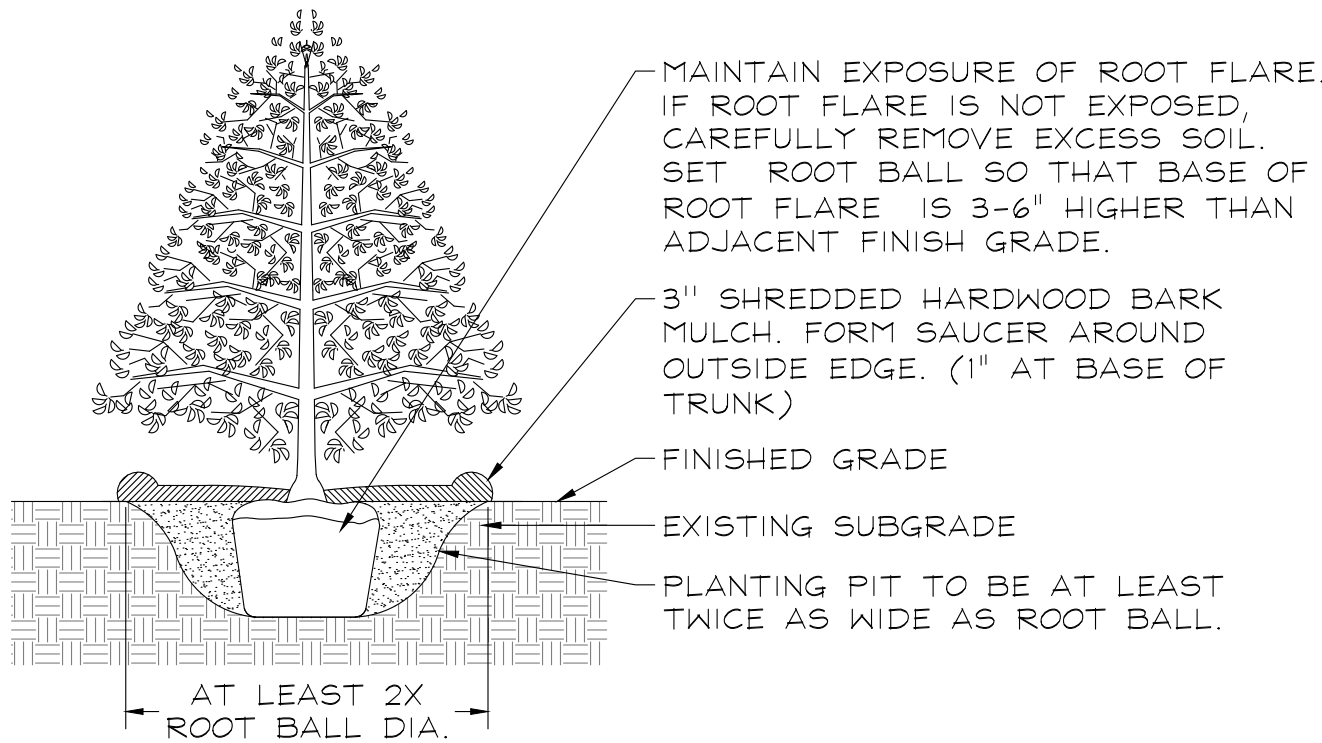
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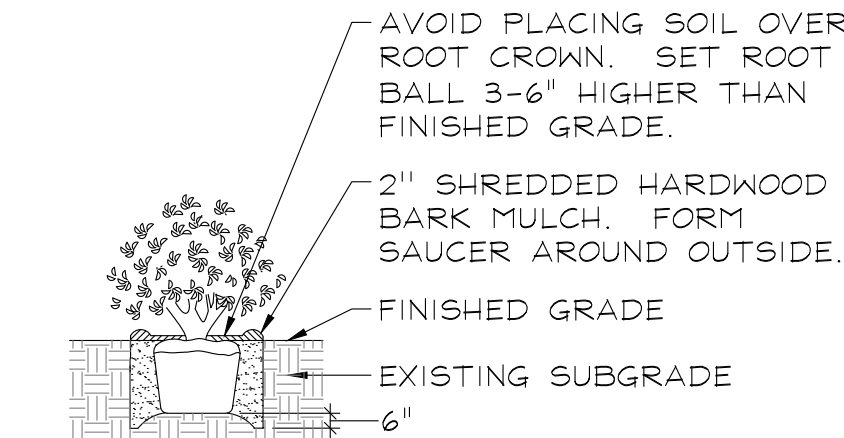
PERENNIALS AND GROUNDCOVERS
NOT TO SCALE



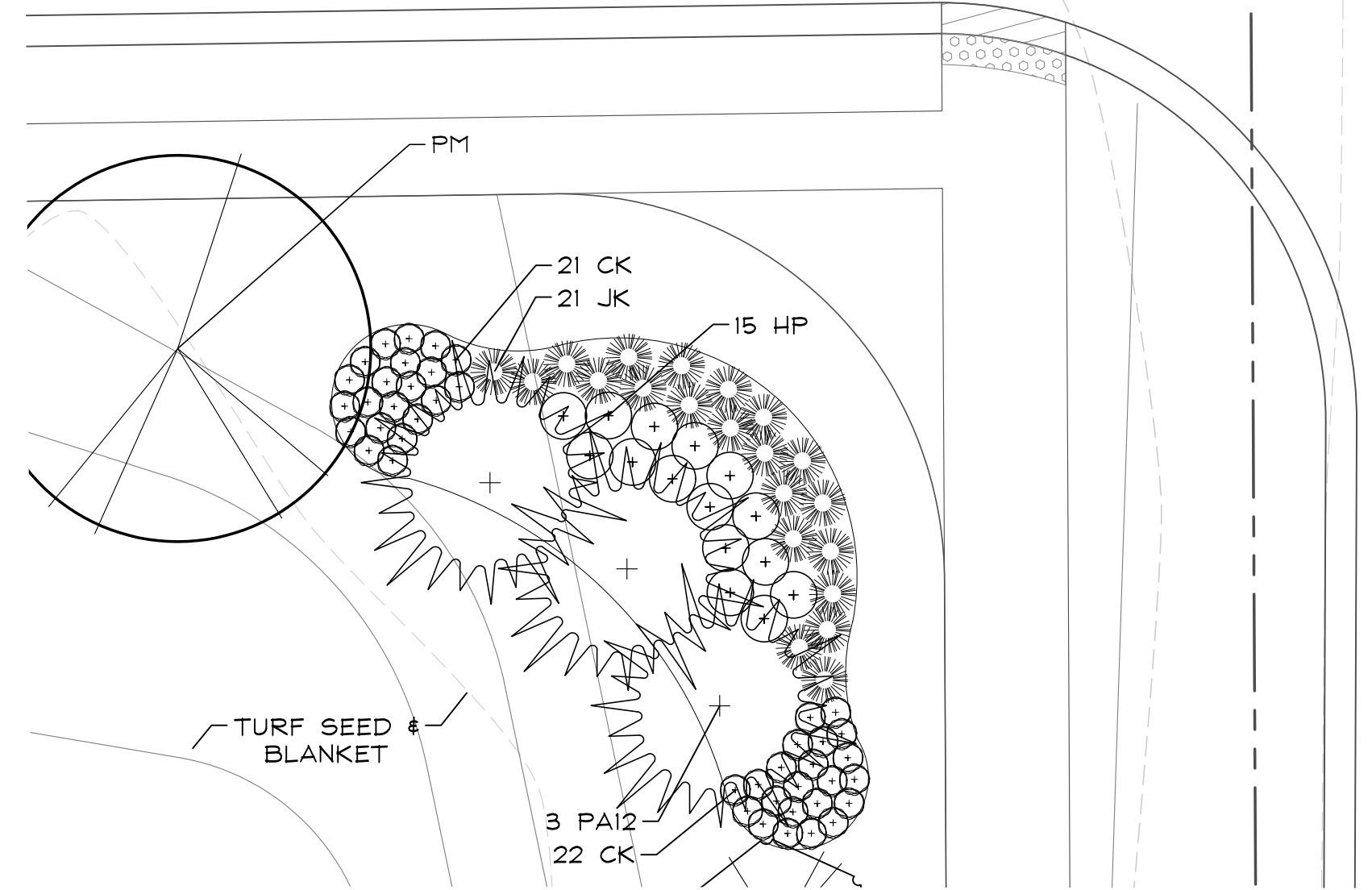
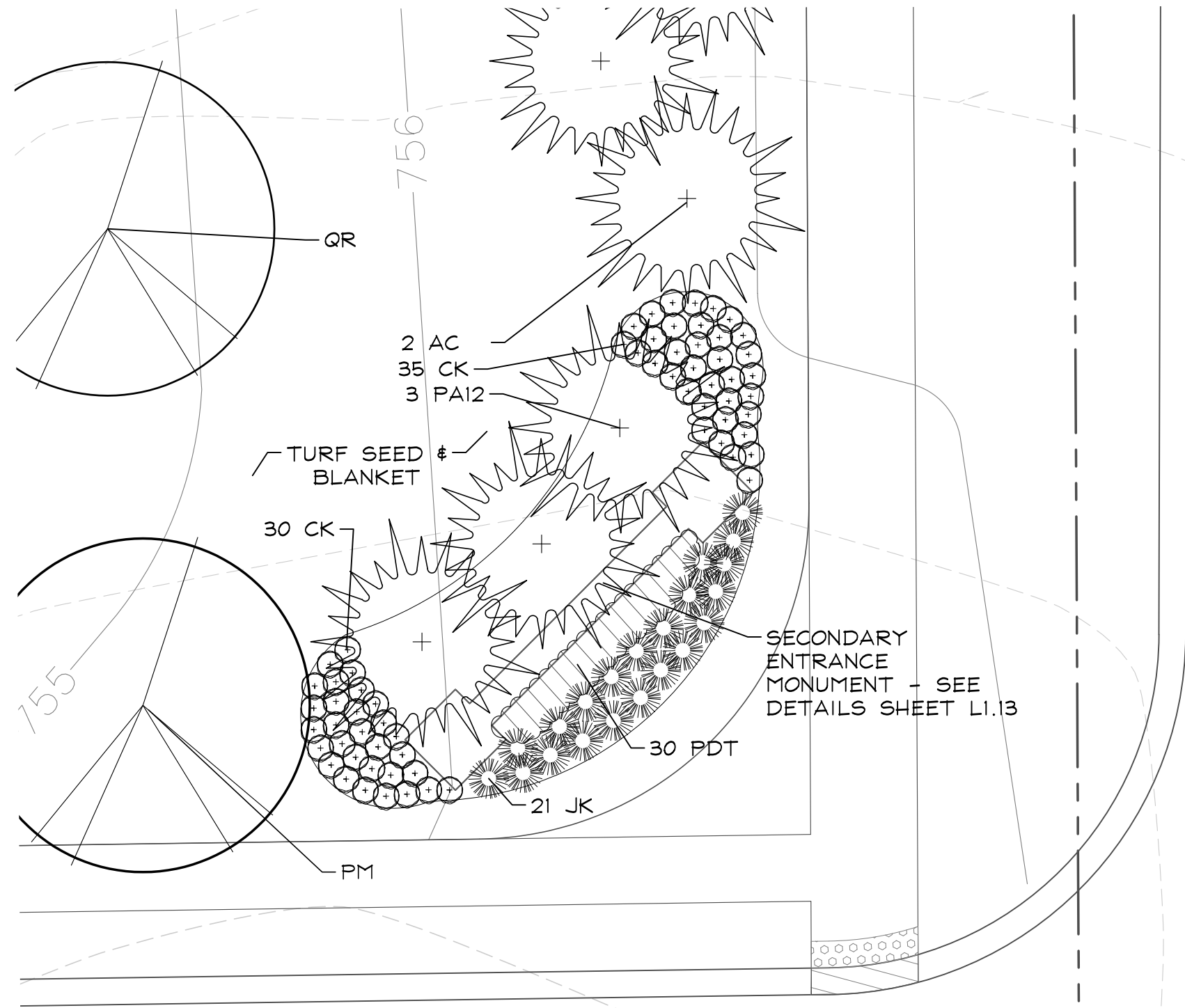
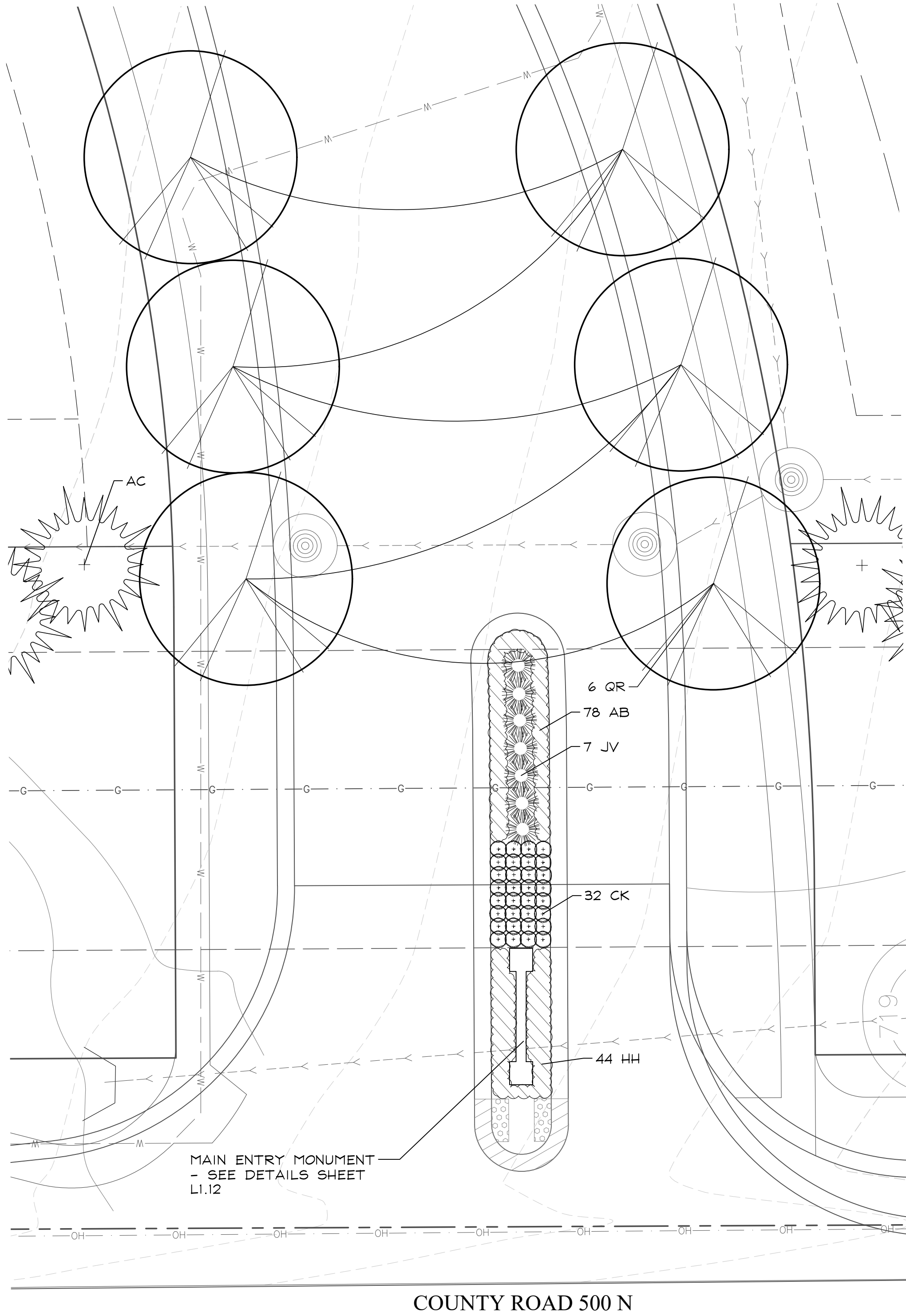
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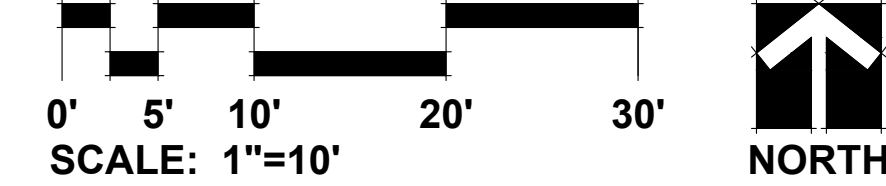
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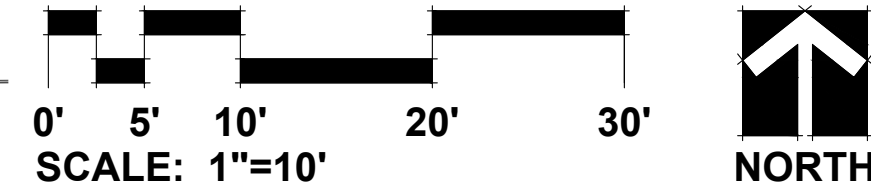
DECIDUOUS AND EVERGREEN SHRUBS
NOT TO SCALE



EAST ENTRANCE LANDSCAPE DETAIL



SOUTHWEST ENTRANCE LANDSCAPE DETAIL



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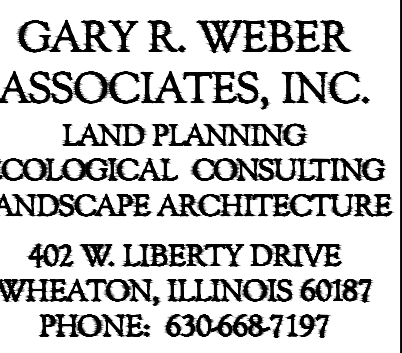
MIDWOOD TERRACE
PORTER COUNTY, INDIANA
FINAL LANDSCAPE PLAN
LANDSCAPE DETAILS

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CHECKED	ZML
SHEET NO.	

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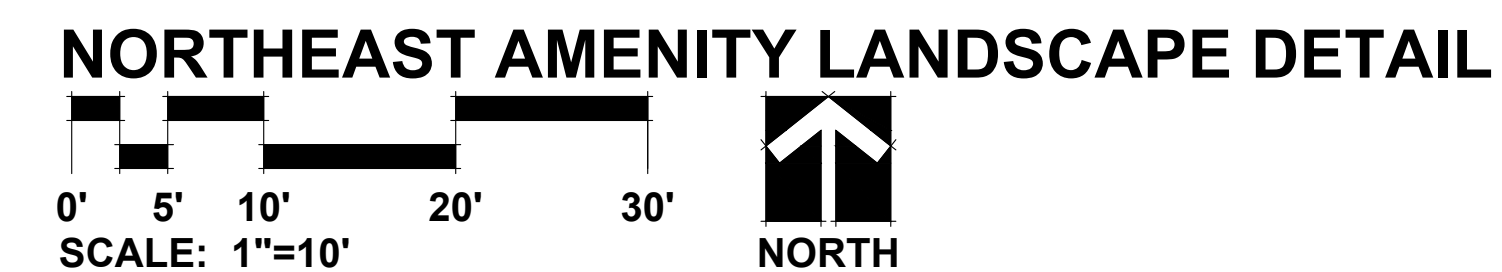
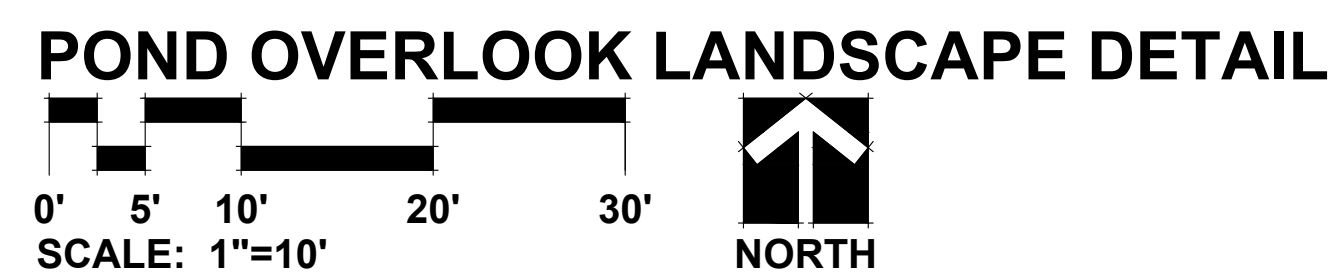
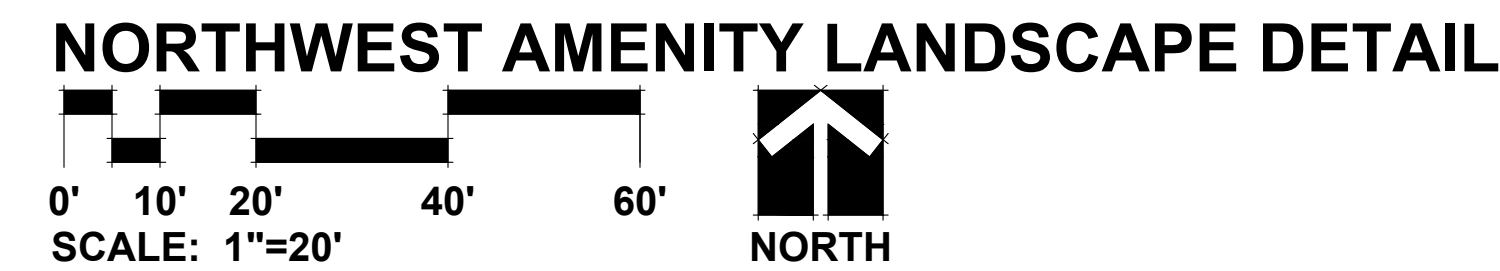
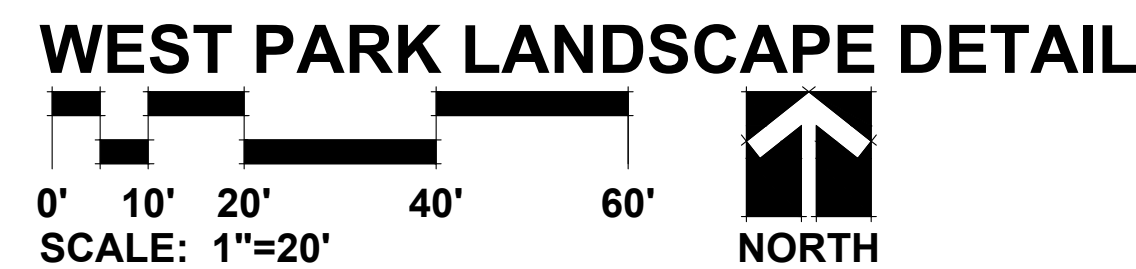
051 WICKER AVENUE
T. JOHN, IN 46373

**MANHARD CONSULTING
INC.**
33 E BUTTERFIELD ROAD
SUITE 600
NORWICH, IL 60148

MIDWOOD TERRACE
PORTER COUNTY, INDIANA
FINAL LANDSCAPE PLAN
LANDSCAPE DETAILS

DATE	2025.06.30
PROJECT NO.	OLT2116
DRAWN	ZML
CHECKED	ZML
SHEET NO.	

L1.7

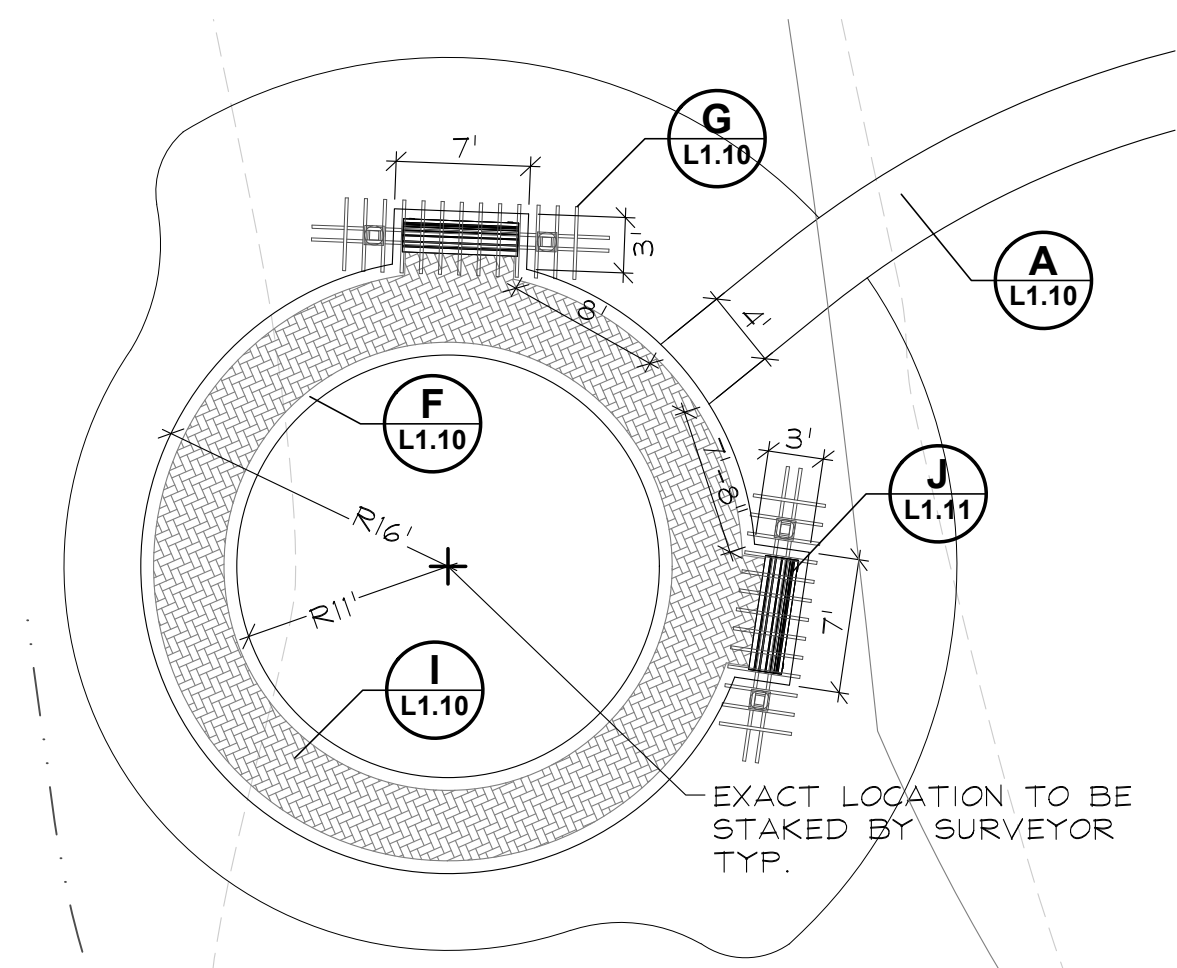


SITE FURNISHINGS SCHEDULE

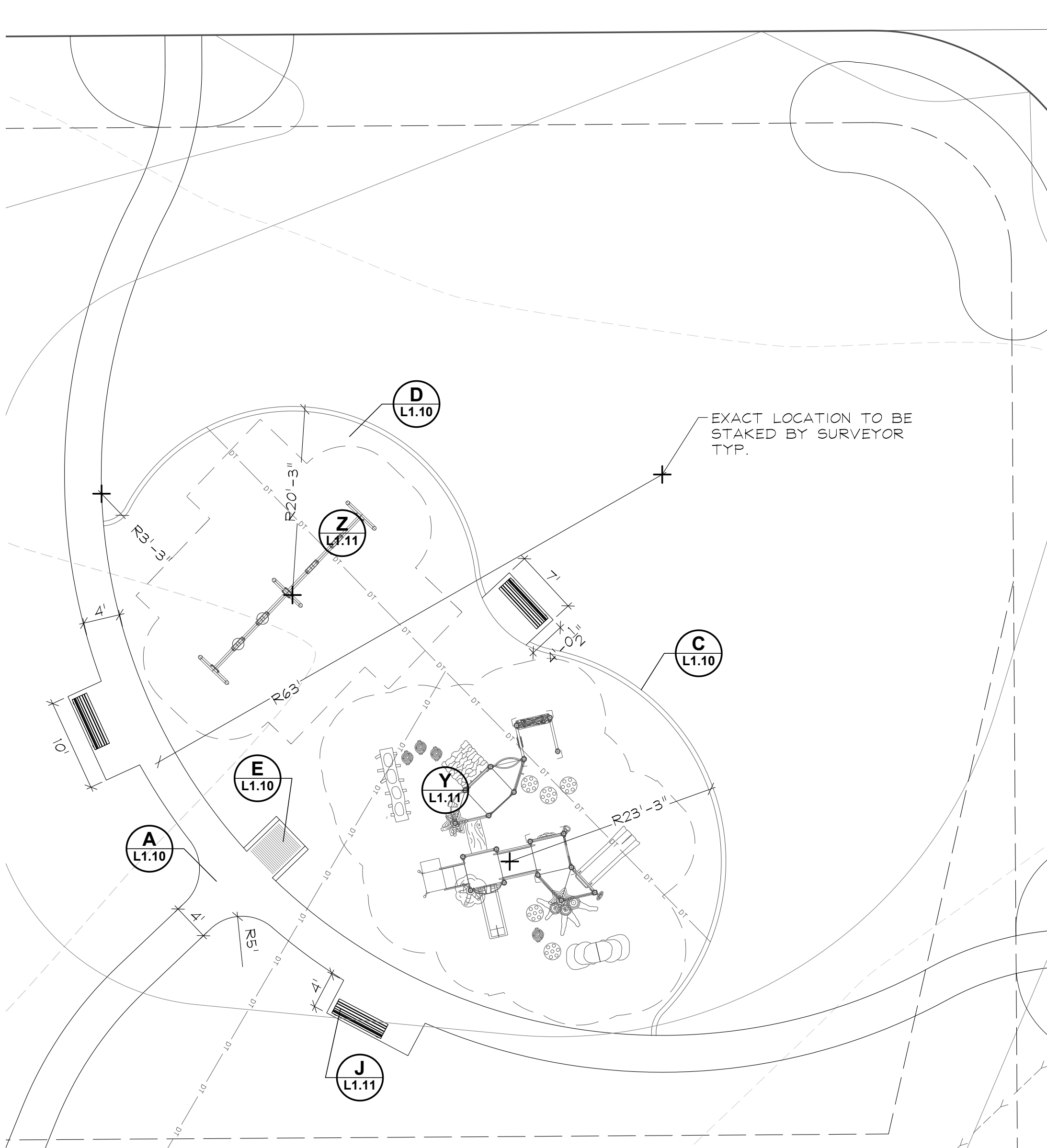
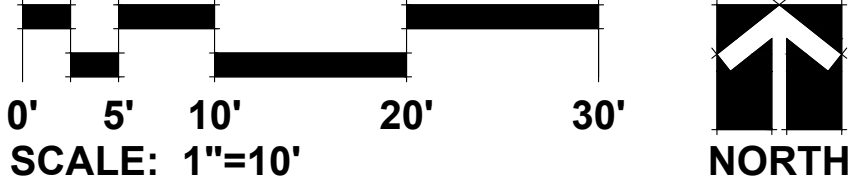
KEY	ITEM	MODEL	MANUFACTURER	QUANTITY	COMMENTS
A L1.10	CONCRETE WALK			3500 S.F.	
B L1.10	THICKENED EDGE			95 L.F.	
C L1.10	CONCRETE CURB			120 L.F.	
D L1.10	ENGINEERED WOOD FIBER			2750 S.F.	
E L1.10	CONCRETE RAMP			1	
F L1.10	CONCRETE EDGE			150 S.F.	
G L1.10	ARBOR			8	
H L1.10	TURF DRAIN			1	
I L1.10	DECORATIVE PAVERS OR STAMPED CONCRETE	SEE CONCRETE EDGE DETAIL F		7600 S.F.	
	DECORATIVE PAVERS OR STAMPED CONCRETE			350 S.F.	HERRINGBONE PATTERN
	SOLDIER COURSE			700 S.F.	
J L1.11	BENCH			15	
K L1.11	SEAT WALL			200 S.F.	
L L1.11	ARTIFICIAL TURF			200 S.F.	
M L1.11	OUTDOOR KITCHEN			4	
N L1.11	FIRE PIT			2	
O -	14 X 30 PERGOLA			2	WOOD PERGOLA OR SIMILAR EQUAL TO BE INSTALLED
P -	16 X 20 PERGOLA			4	WOOD PERGOLA OR SIMILAR EQUAL TO BE INSTALLED
Q -	SHADE STRUCTURE			4	
R -	PICNIC TABLE			8	
S -	CORN HOLE SET			2	
T -	PING PONG SET			2	
U -	GIANT CHESS			1	
V -	GIANT CONNECT 4			3	
W -	STRING LIGHTS			450 L.F.	

PLAY APPARATUS SCHEDULE

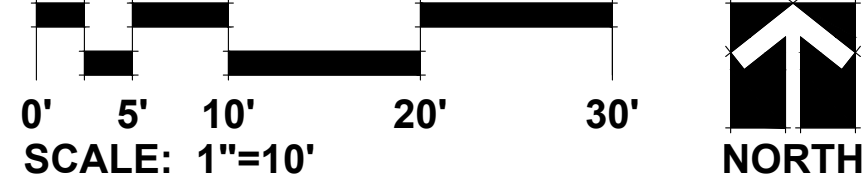
KEY	ITEM	MANUFACTURER	COMMENTS
Y L1.11	PLAY STRUCTURE		
Z L1.11	SWINGSET		



POND OVERLOOK LAYOUT PLAN



WEST PARK FEATURE LAYOUT PLAN



PLAY LOT GENERAL NOTES:

- CONCRETE WALK, SCORE WALK IN 5' MODULES OR AS SHOWN AND PROVIDE 1/2" EXPANSION JOINTS AT 30' INTERVALS OR AS SHOWN.
- CONCRETE WALK, EXCAVATE TO SUBGRADES INDICATED AND INSTALL NEW CONC. PITCH WALKWAY AT A MIN. 2% IN THE DIRECTION OF THE DRAINAGE PATTERN SHOWN. BACKFILL WALK WITH TOPSOIL & BLEND INTO SURROUNDING GRADE.
- ALL CONCRETE CURVES SHALL BE SMOOTH AND CONTINUOUS AS SHOWN IN THE DRAWINGS. SHARP BENDS OR KINKS IN THE PAVEMENT SHALL BE REMOVED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- DASHED LINE AROUND APPARATUS COMPONENTS AND INDEPENDENT PLAY COMPONENTS REPRESENTS THE MINIMUM REQUIRED SAFETY ZONE (USE ZONE) CLEARANCE OF 6'-0" UNLESS OTHERWISE NOTED.
- THE REQUIRED USE ZONE IN FRONT OF ALL SLIDE EXIT CHUTES SHALL EXTEND A MINIMUM DISTANCE OF THE HEIGHT OF THE SLIDE (ABOVE THE PLAYGROUND SURFACE) + 4'-0".
- FOR PLAY APPARATUS CLUSTERS AND INDEPENDENT PLAY COMPONENTS, SEE THE APPARATUS SCHEDULE FOR ITEM DESCRIPTIONS.
- CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITY LINES AND IS RESPONSIBLE FOR ANY DAMAGE.
- CONTRACTOR SHALL SURVEY AND LAYOUT SIDEWALK AND CURB.
- CONTRACTOR SHALL INSTALL TEMPORARY PROTECTION FENCING WHILE UNDER CONSTRUCTION.
- CONTRACTOR SHALL GRADE AND EXCAVATE AREAS NECESSARY TO INSTALL THE HARDSCAPE AND PLAY EQUIPMENT AS DETAILED.
- CONTRACTOR SHALL GUARANTEE ALL CONCRETE FOR TWO YEARS.
- CONTRACTOR TO VERIFY POSITIVE DRAINAGE IN ALL AREAS WITHIN LIMITS OF WORK.



GARY R. WEBER
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LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

CLIENT



8051 WICKER AVENUE
ST. JOHN, IN 46373

CIVIL ENGINEER

MANHARD CONSULTING
LTD.

333 E BUTTERFIELD ROAD
SUITE 600
LOMBARD, IL 60148

MIDWOOD TERRACE
PORTER COUNTY, INDIANA
FINAL LANDSCAPE PLAN
AMENITY PLANS

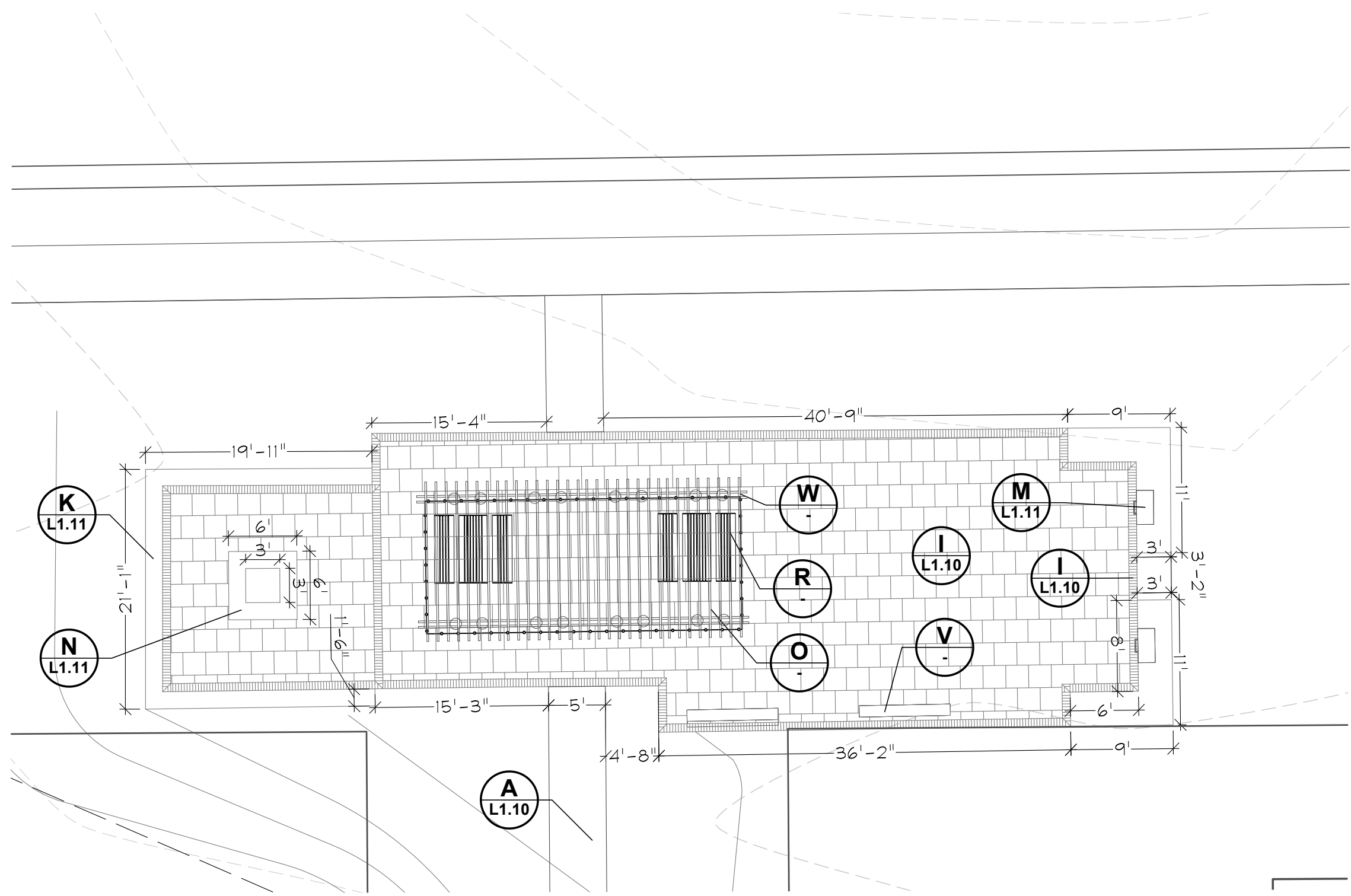
2	2025.08.22
1	2025.07.03
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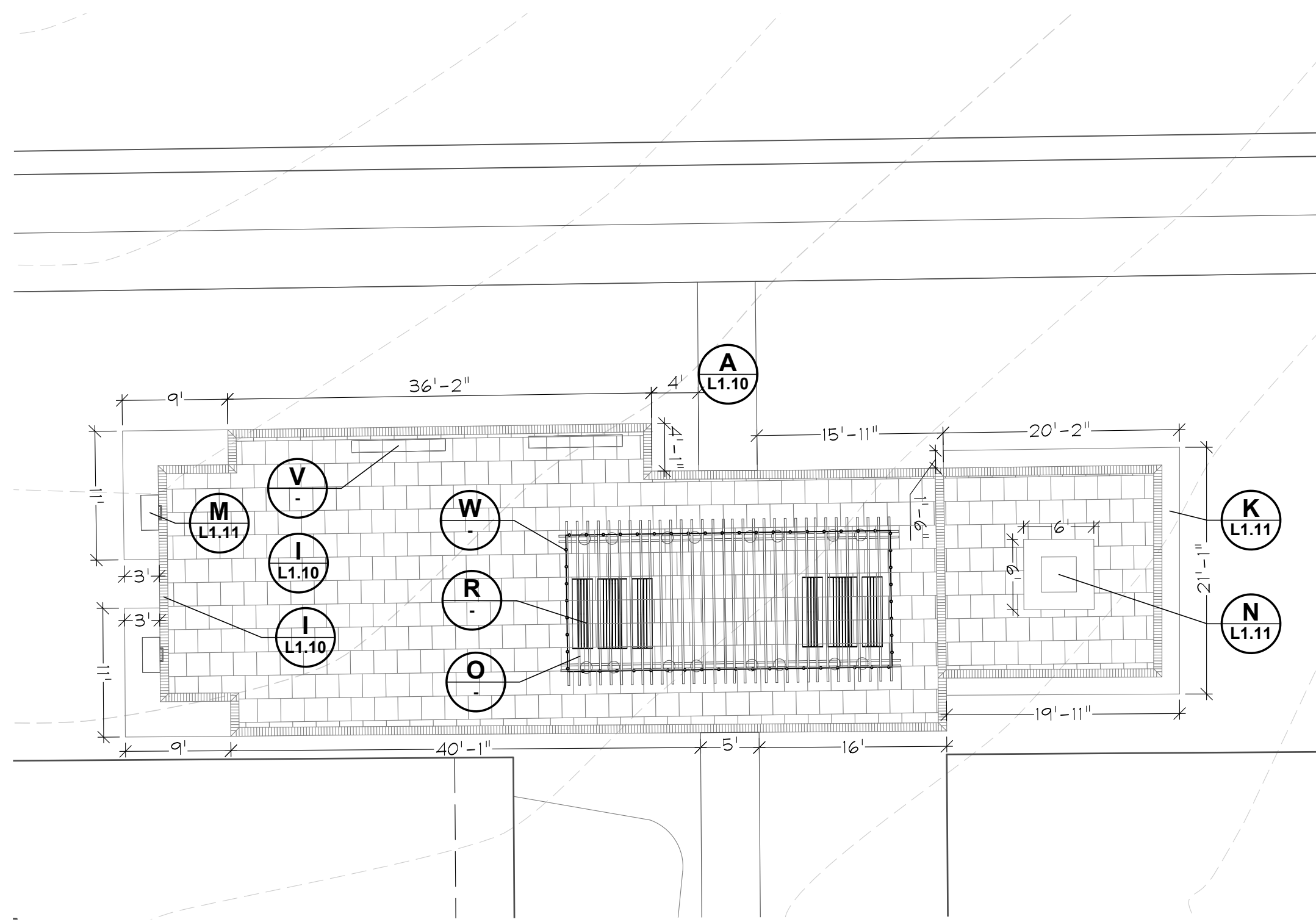
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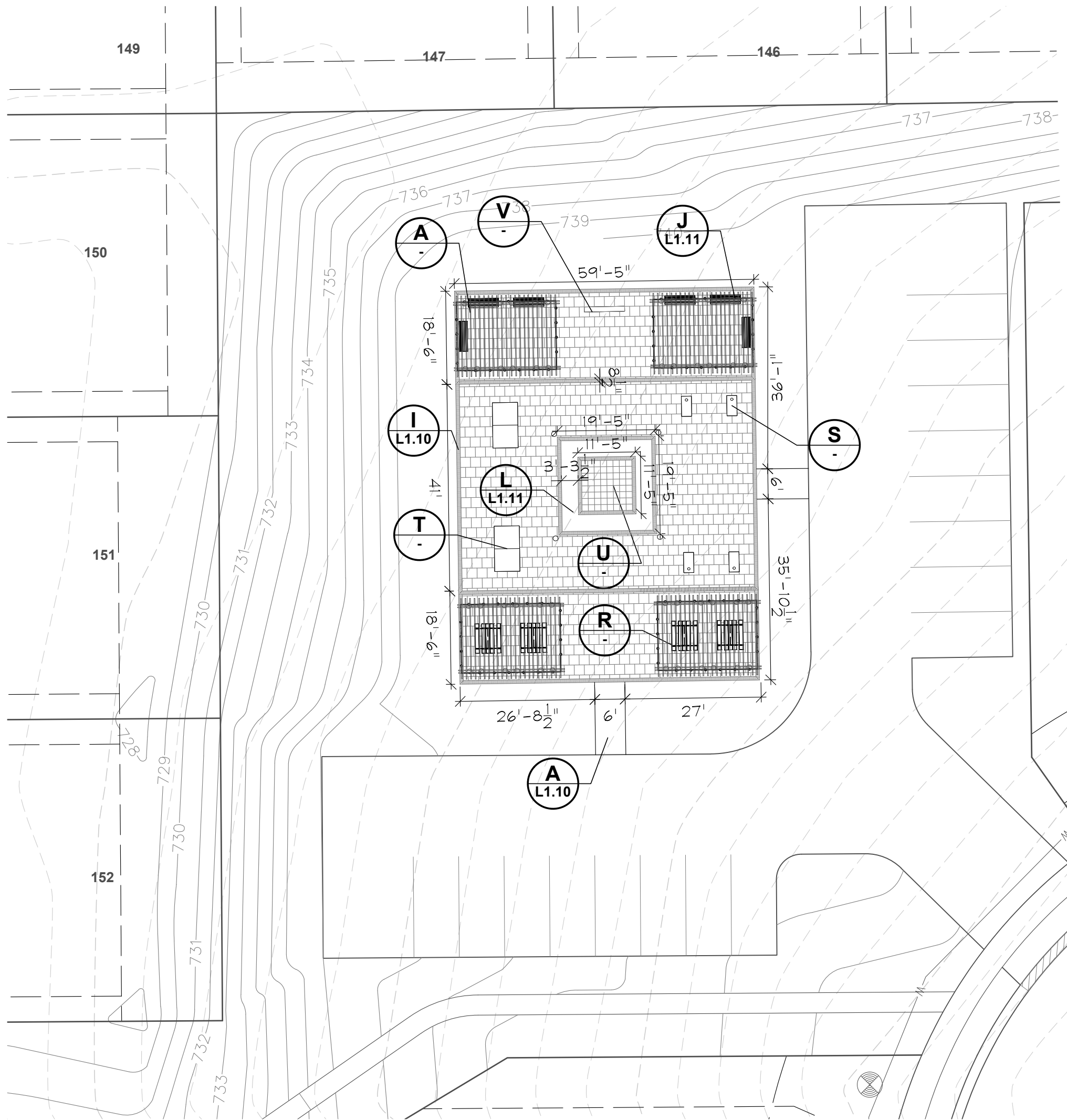
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NORTHWEST AMENITY LANDSCAPE DETAIL
0' 5' 10' 20' 30'
SCALE: 1"=10'
NORTH



NORTHEAST AMENITY LANDSCAPE DETAIL
0' 5' 10' 20' 30'
SCALE: 1"=10'
NORTH



EAST PARK FEATURE LAYOUT PLAN
0' 10' 20' 40' 60'
SCALE: 1"=20'
NORTH

GRWA
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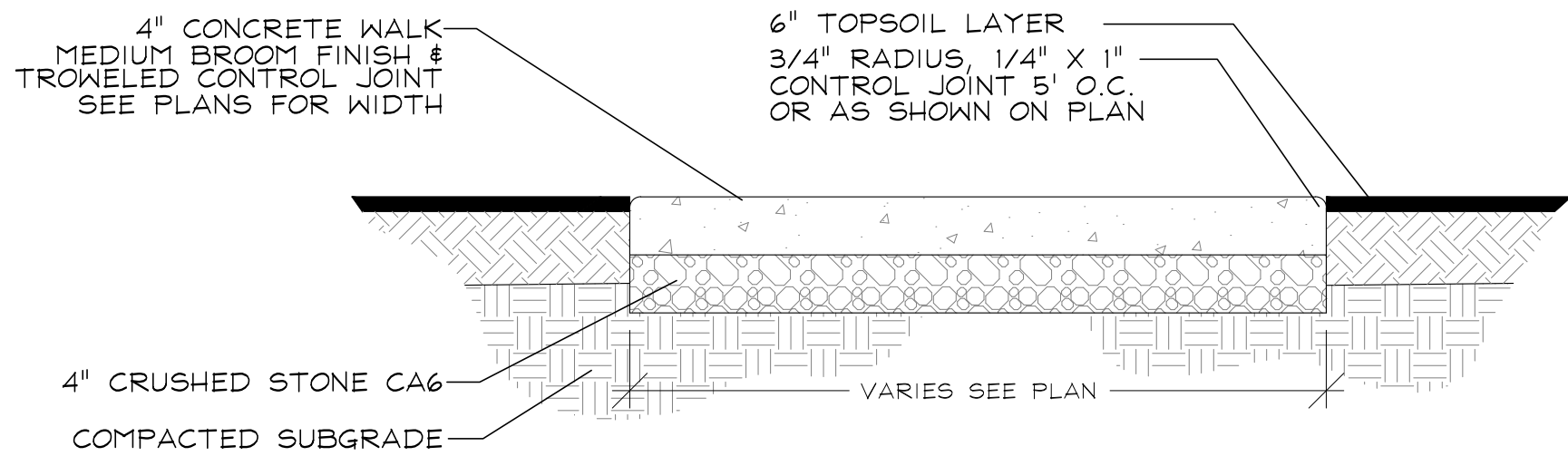
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PORTER COUNTY, INDIANA
FINAL LANDSCAPE PLAN
AMENITY PLANS

REVISION	DATE
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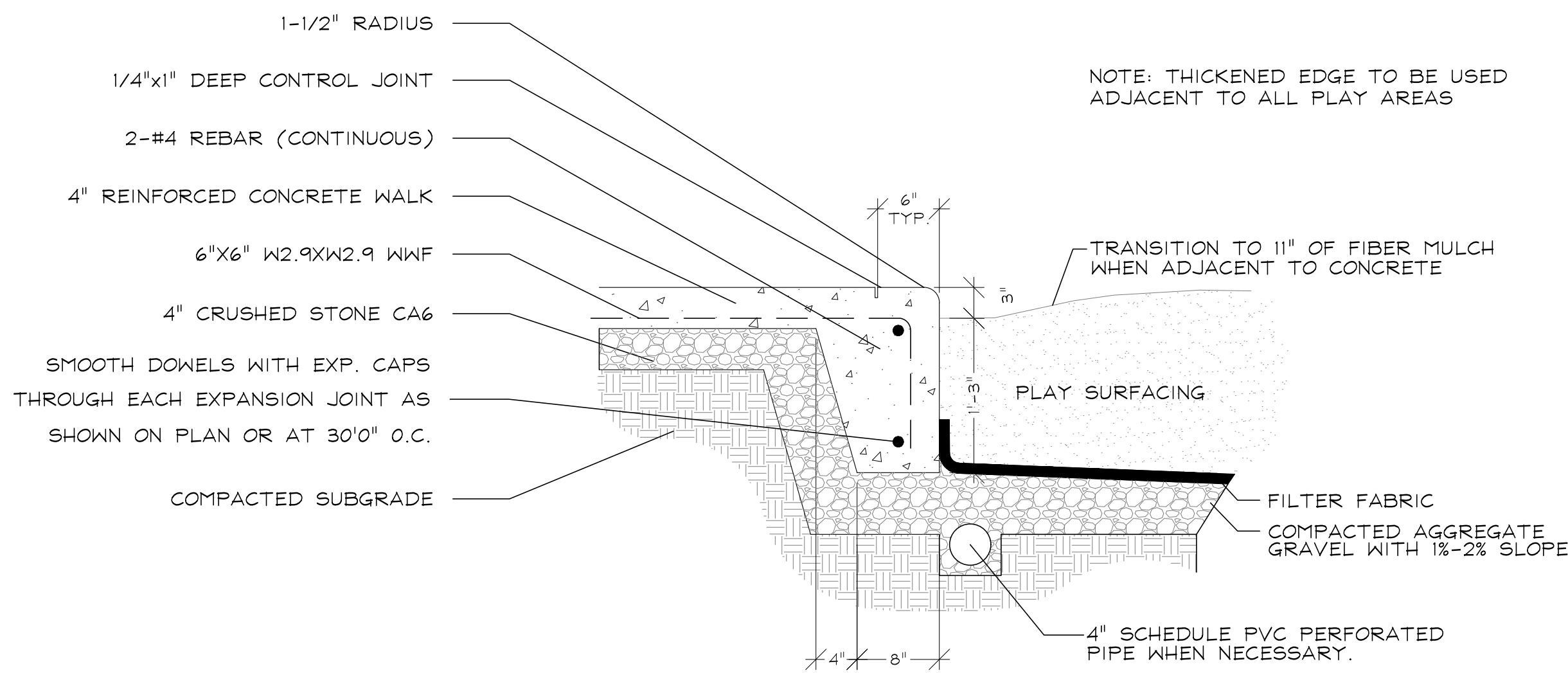
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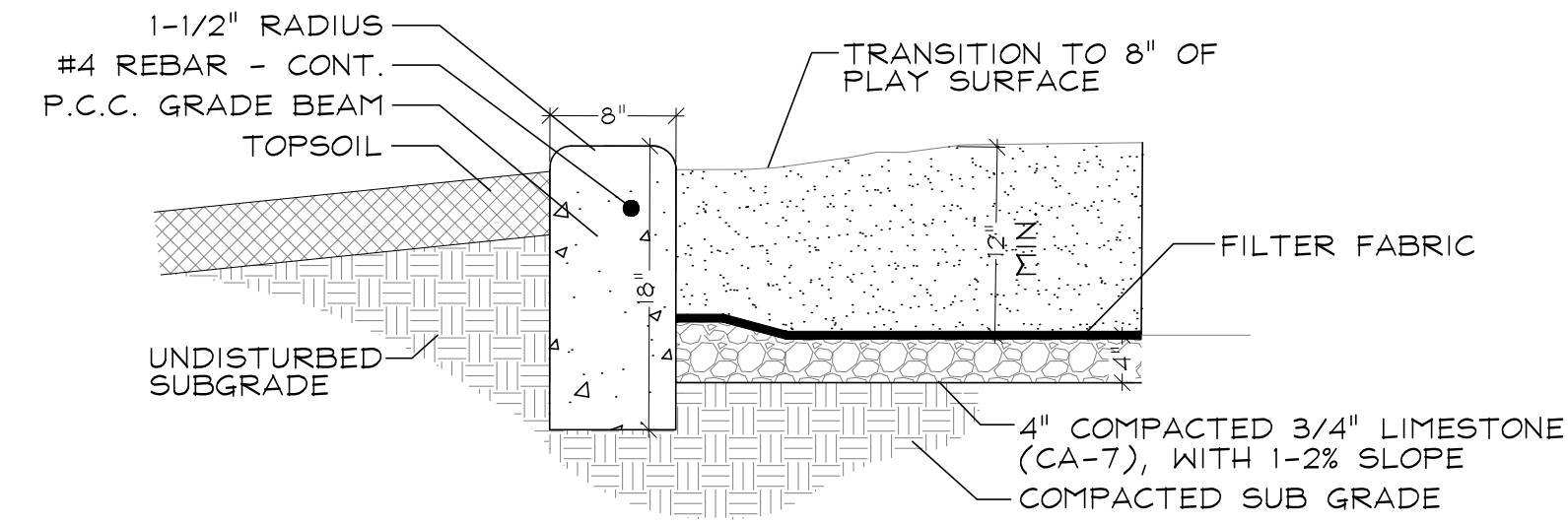




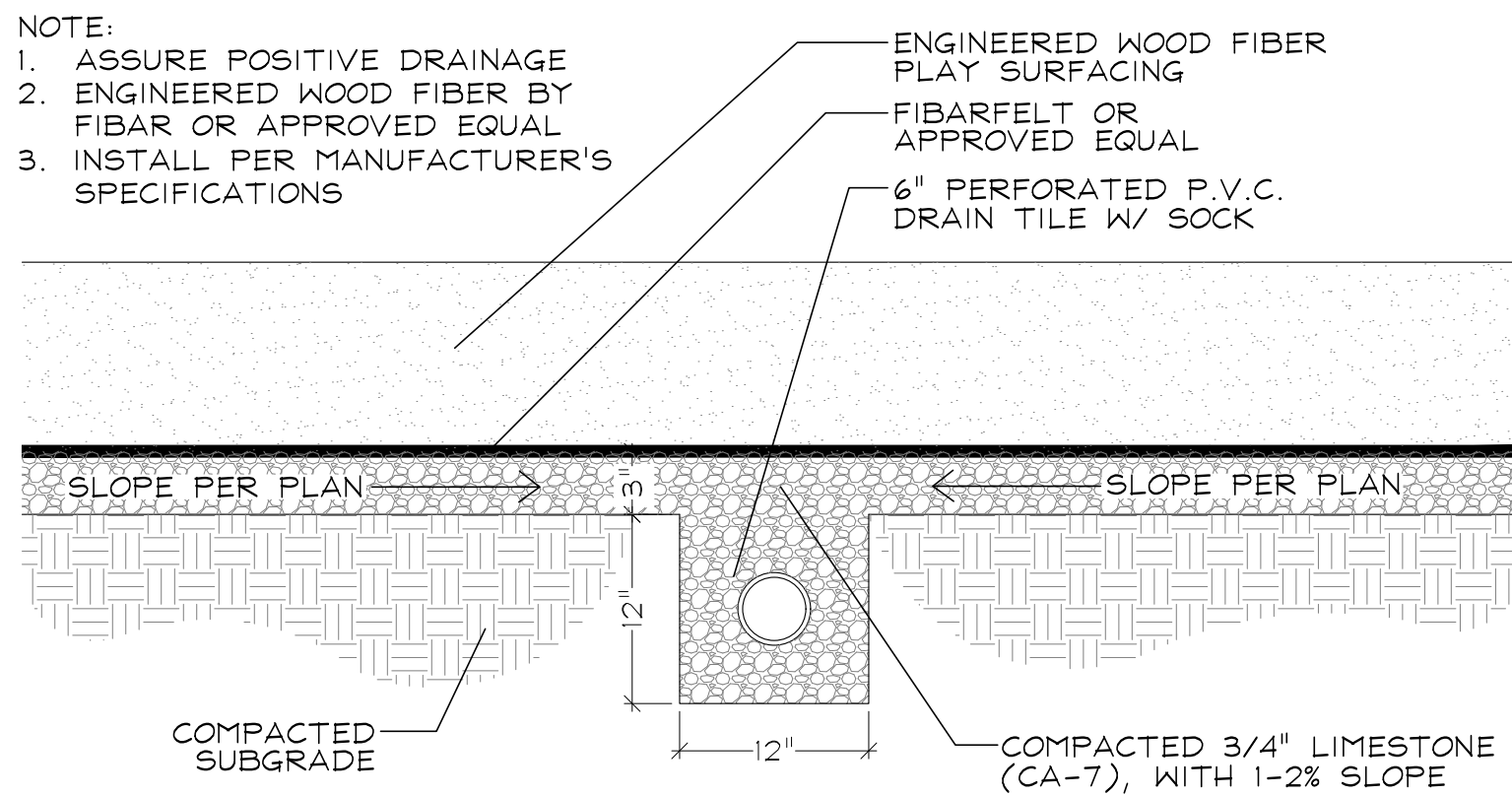
A CONCRETE WALK DETAIL
NOT TO SCALE



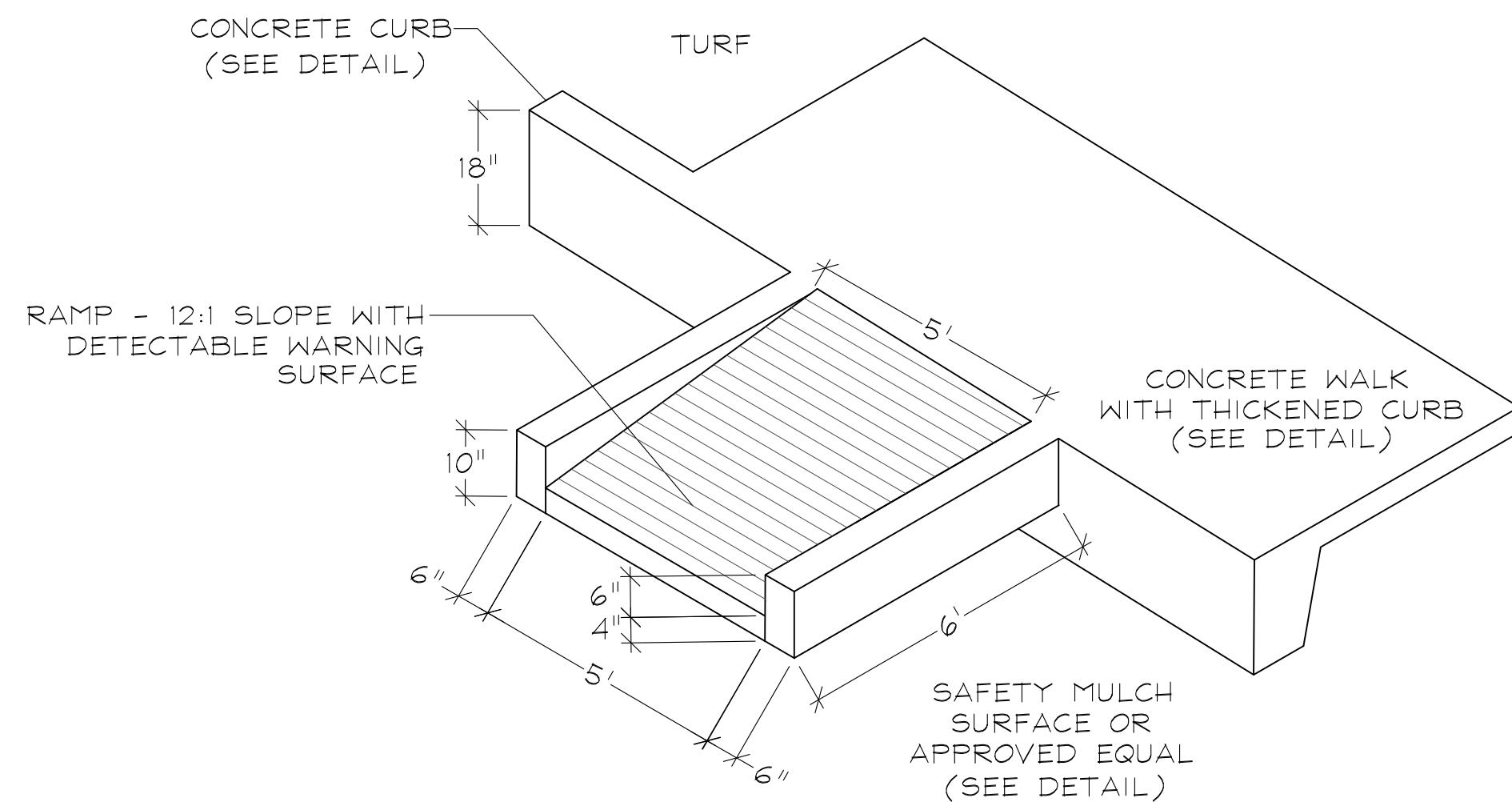
B THICKENED EDGE DETAIL
NOT TO SCALE



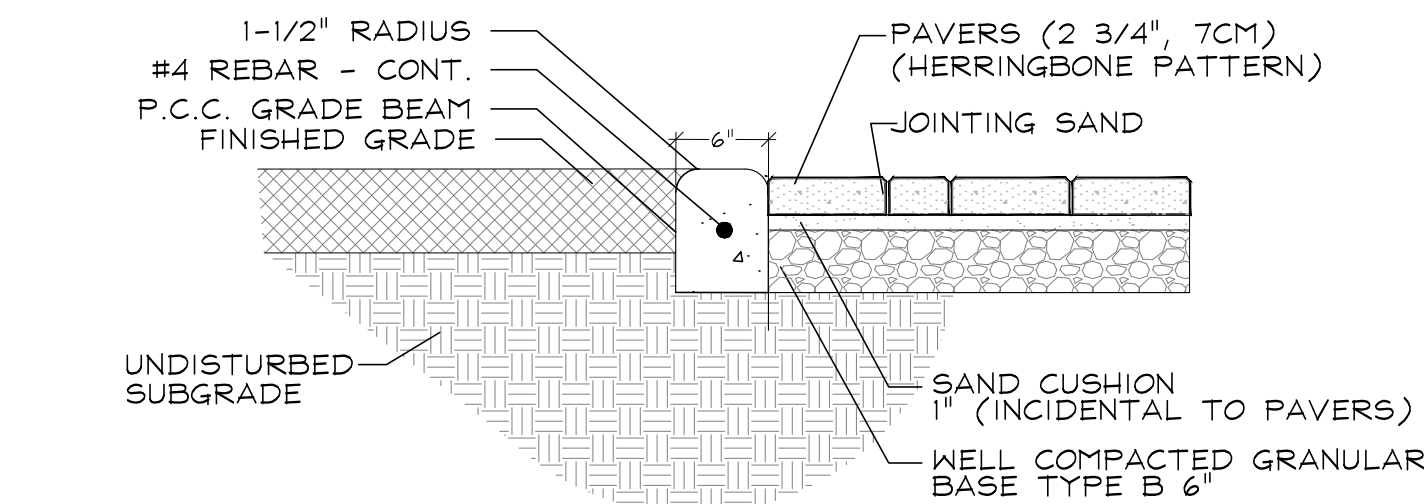
C CONCRETE CURB DETAIL
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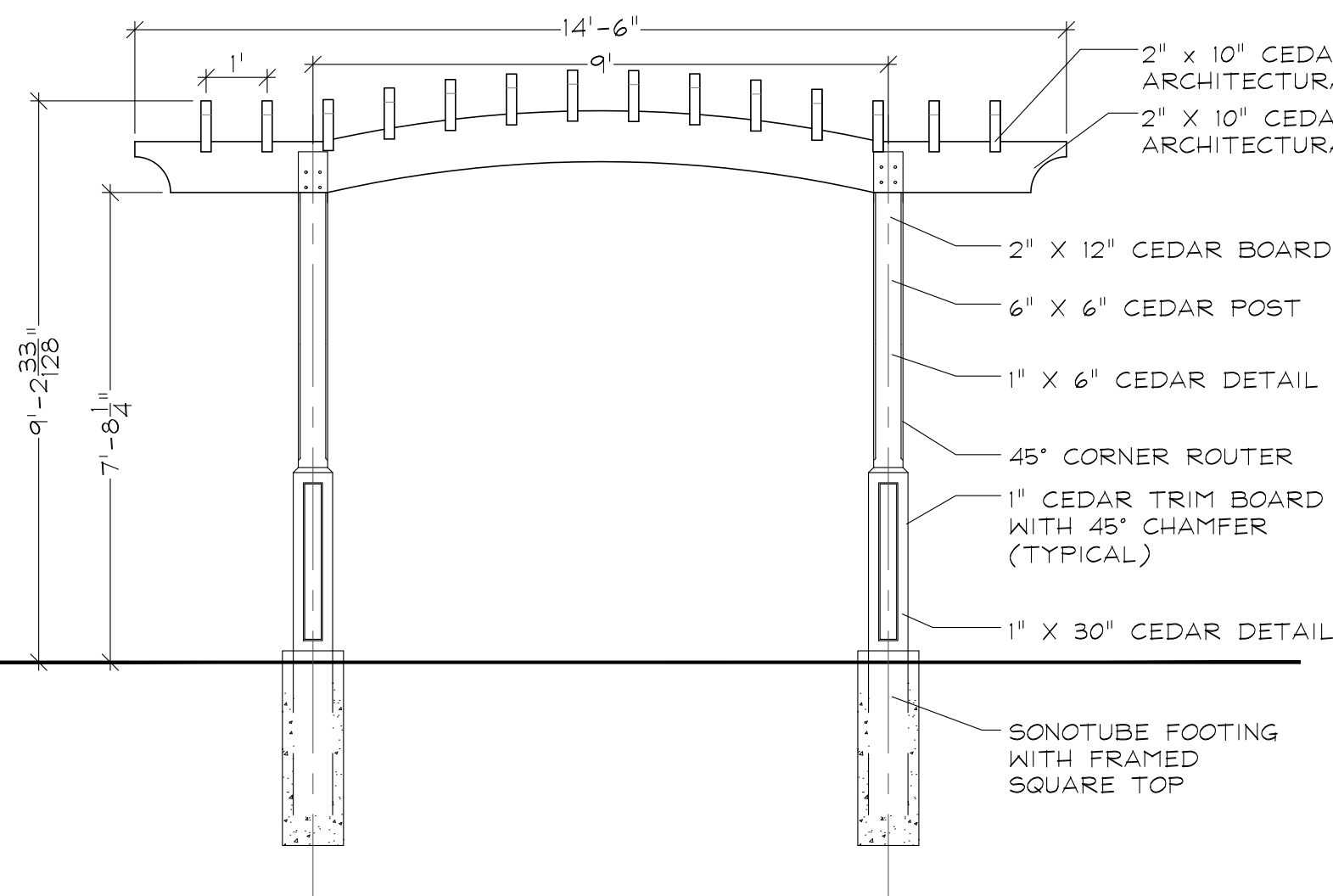
D ENGINEERED WOOD FIBER SURFACING DETAIL
NOT TO SCALE



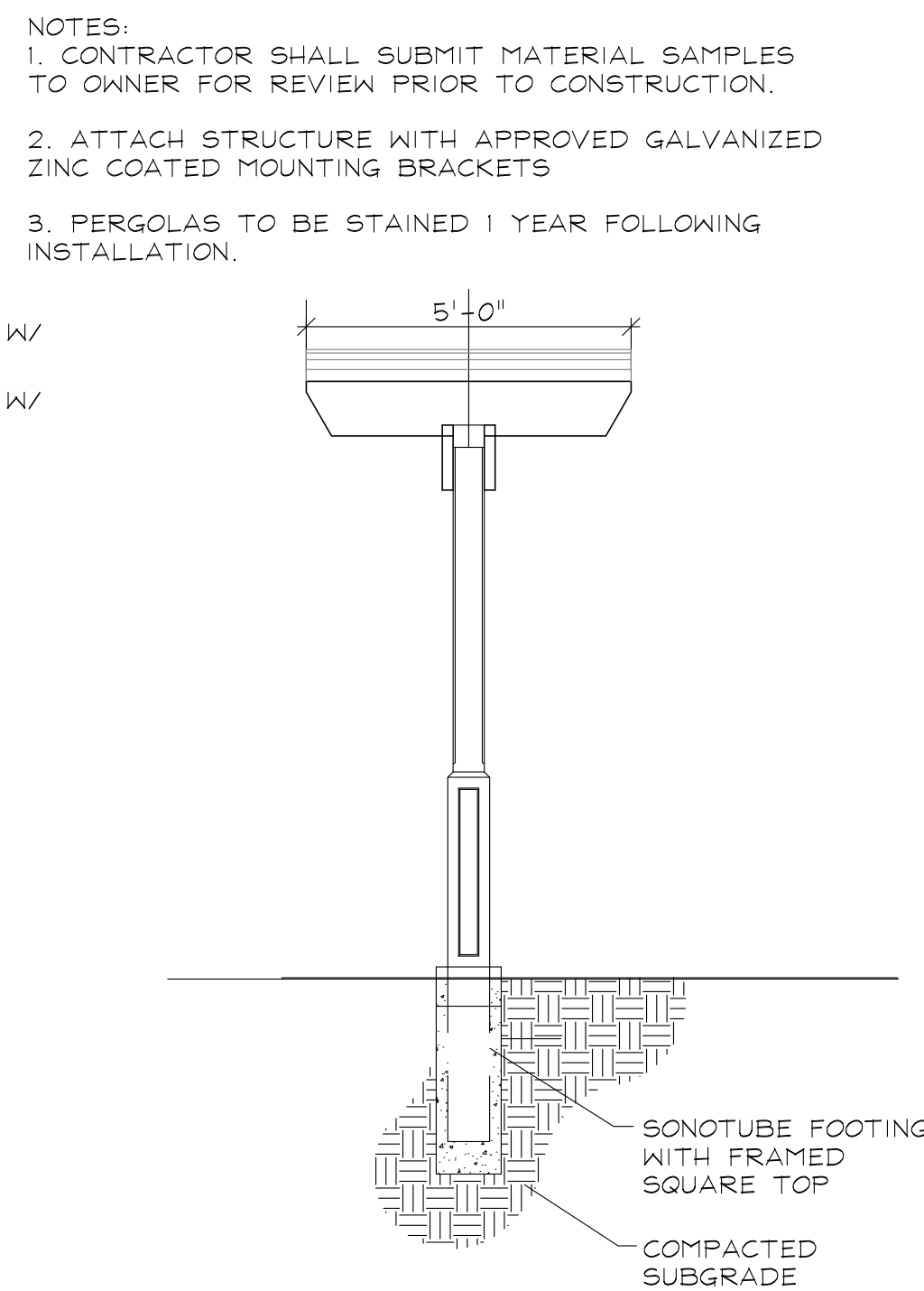
E CONCRETE RAMP DETAIL
NOT TO SCALE



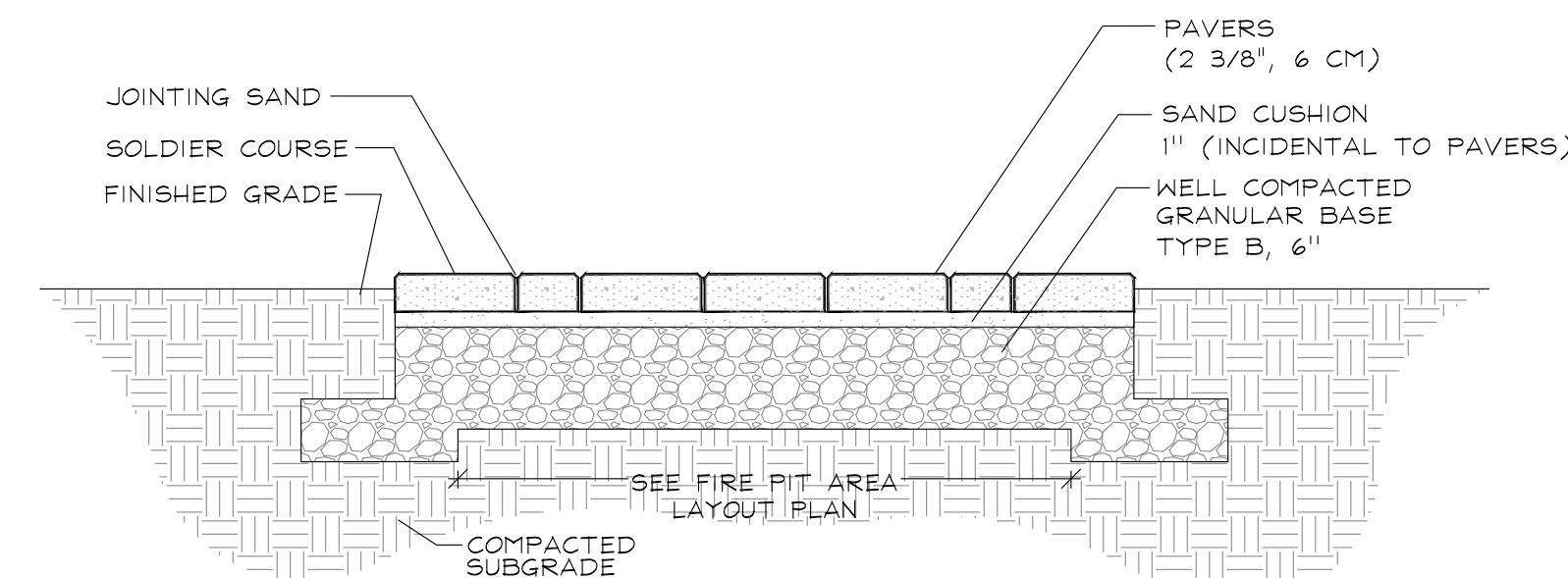
F,I CONCRETE EDGE DETAIL
NOT TO SCALE



G ARBOR DETAIL
NOT TO SCALE

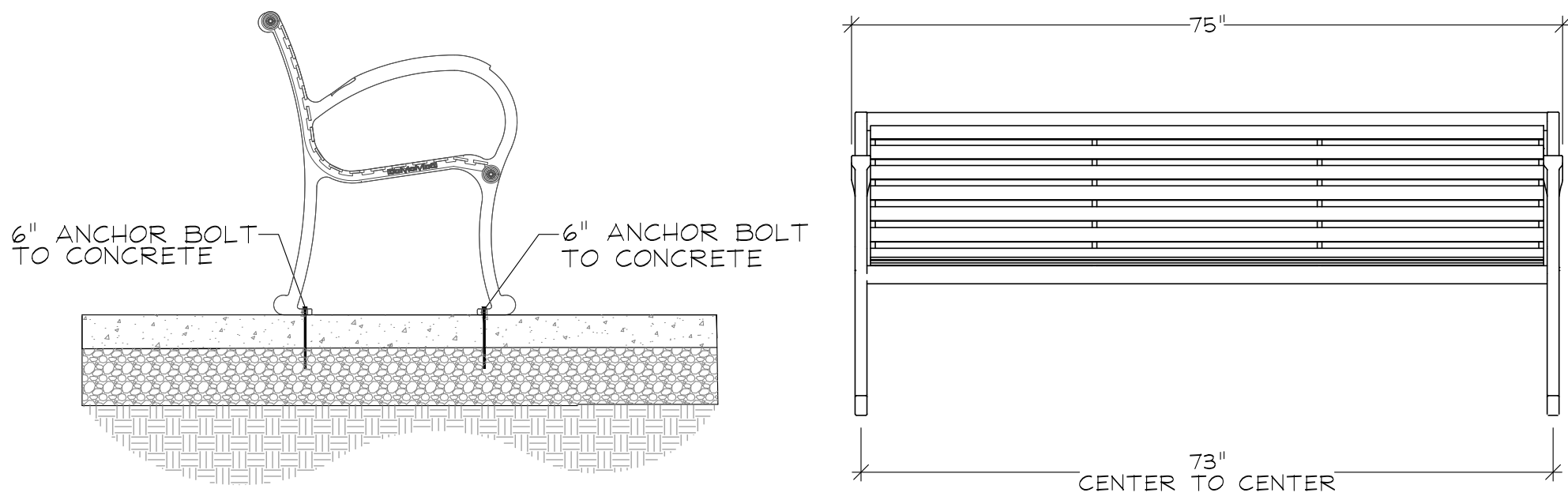


H TURF DRAIN DETAIL
NOT TO SCALE



I DECORATIVE PAVER DETAIL
NOT TO SCALE

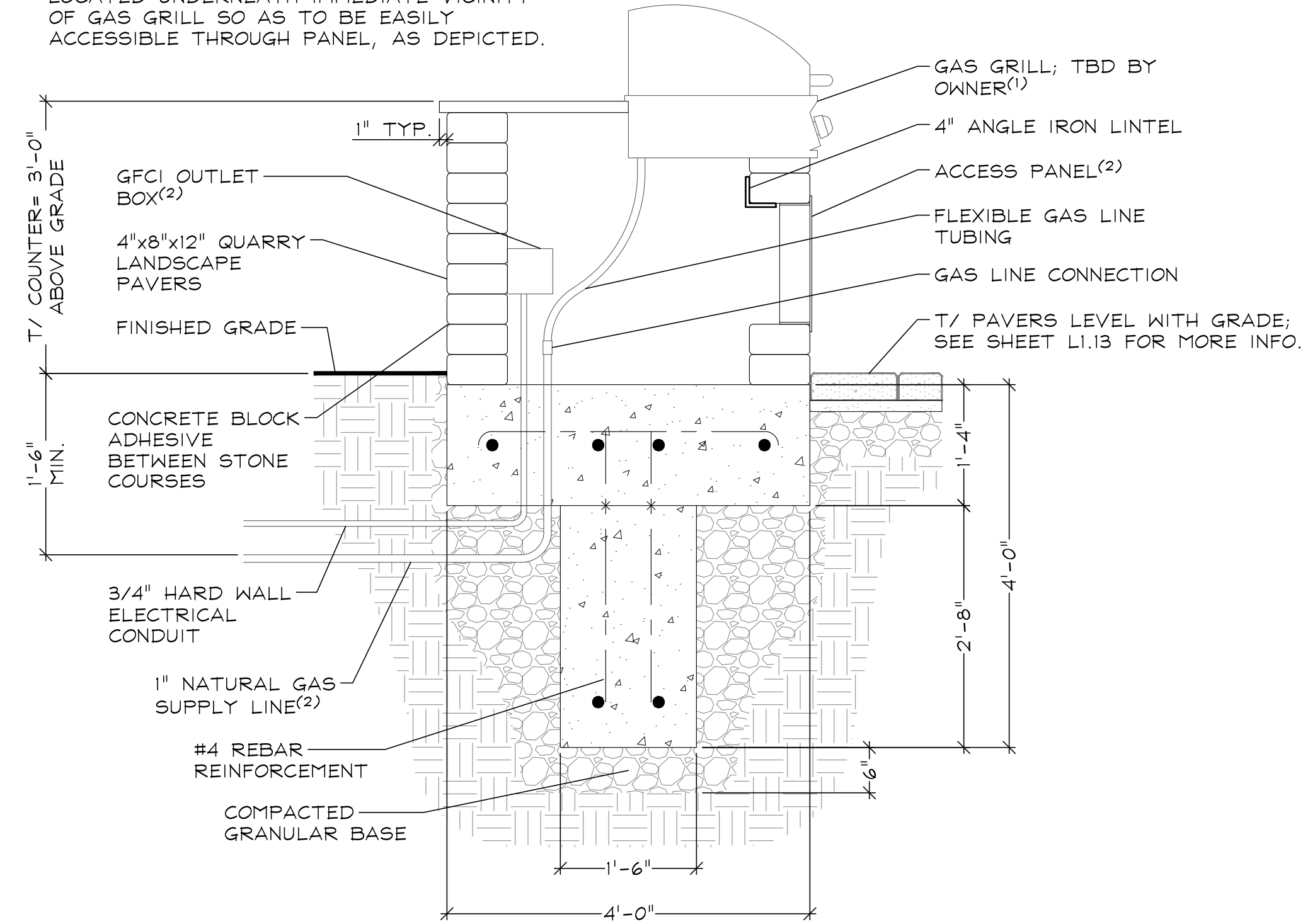
MOUNTING: SURFACE
INSTALL PER MANUFACTURER'S
SPECIFICATIONS



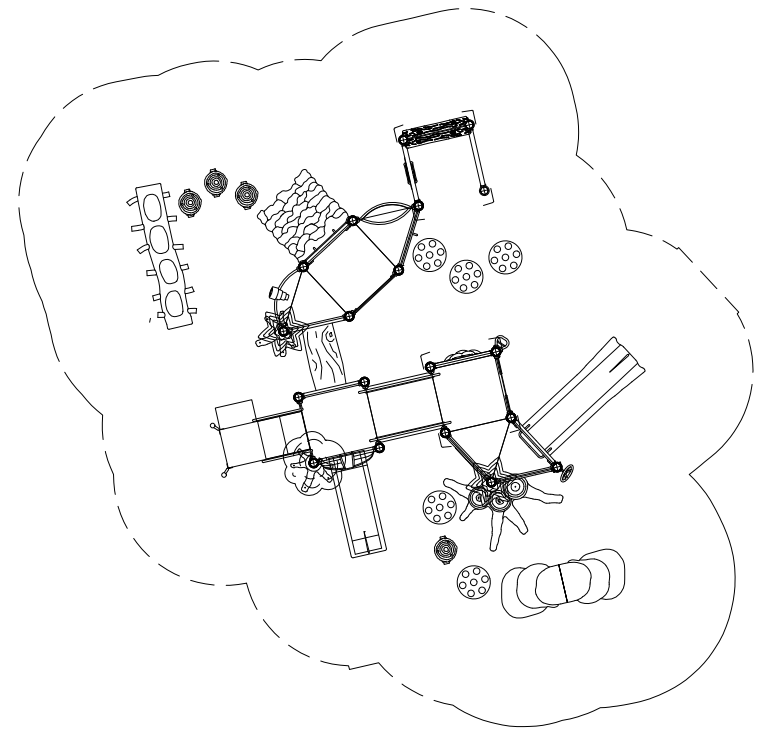
J BENCH DETAIL
NOT TO SCALE

NOTES:
1. GAS GRILL SHALL BE DETERMINED BY
OWNER. COUNTERTOP CUT-OUT SHALL
ACCOMMODATE SELECTED GAS GRILL PER
MANUFACTURER'S SPEC.

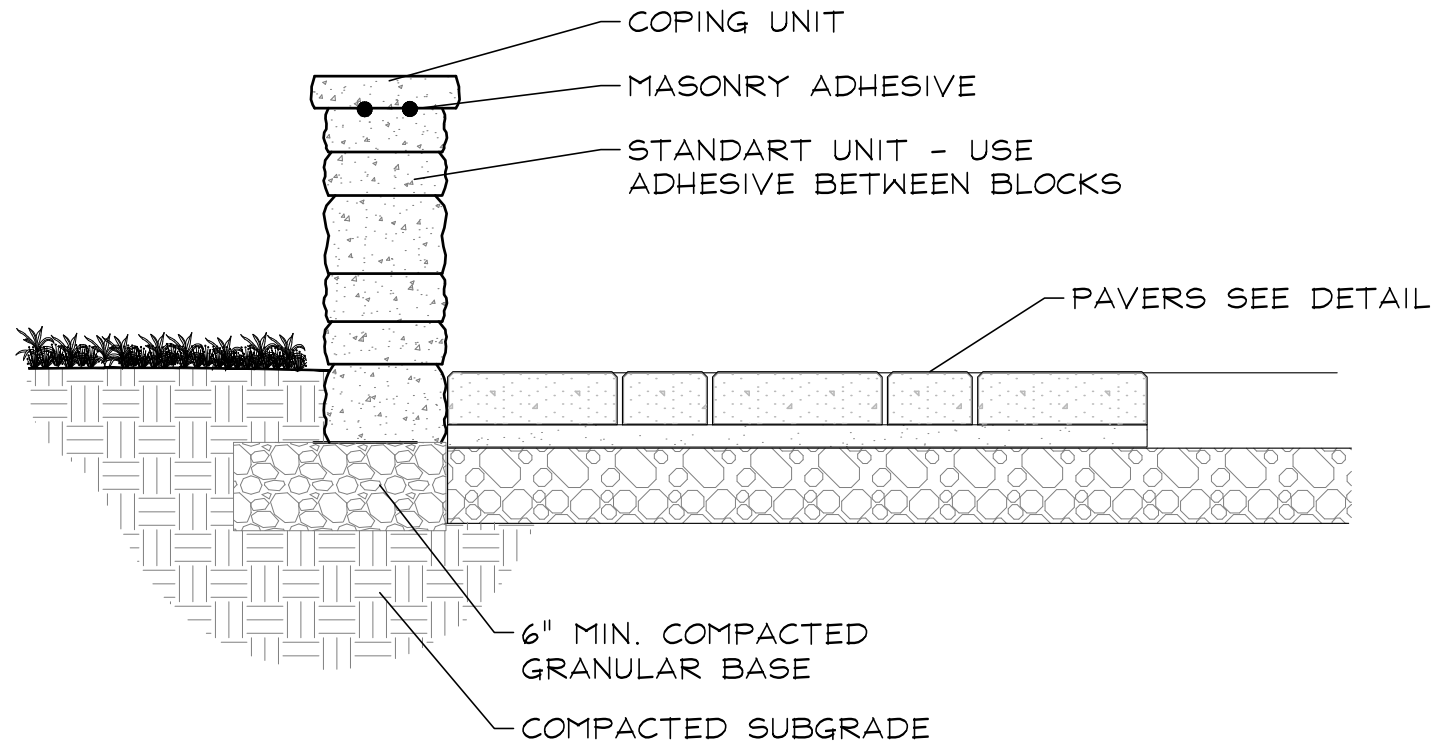
2. ACCESS PANEL SHALL BE DETERMINED
BY OWNER AND SHALL BE CENTERED
UNDERNEATH GAS GRILL. NATURAL GAS
STUB-UP AND GFCI OUTLET SHALL BE
LOCATED UNDERNEATH IMMEDIATE VICINITY
OF GAS GRILL SO AS TO BE EASILY
ACCESSIBLE THROUGH PANEL, AS DEPICTED.



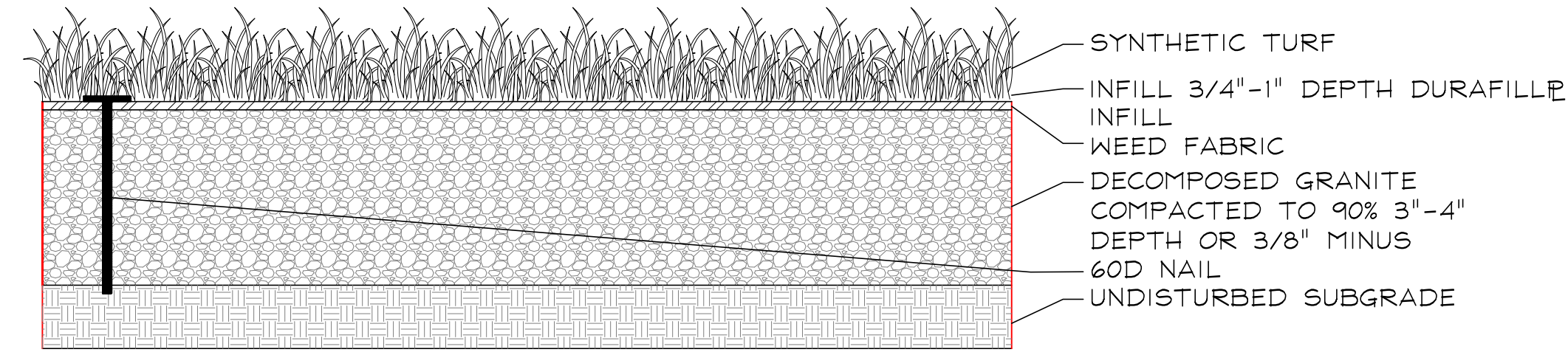
M OUTDOOR KITCHEN DETAIL
NOT TO SCALE



Y PLAY STRUCTURE DETAIL
NOT TO SCALE

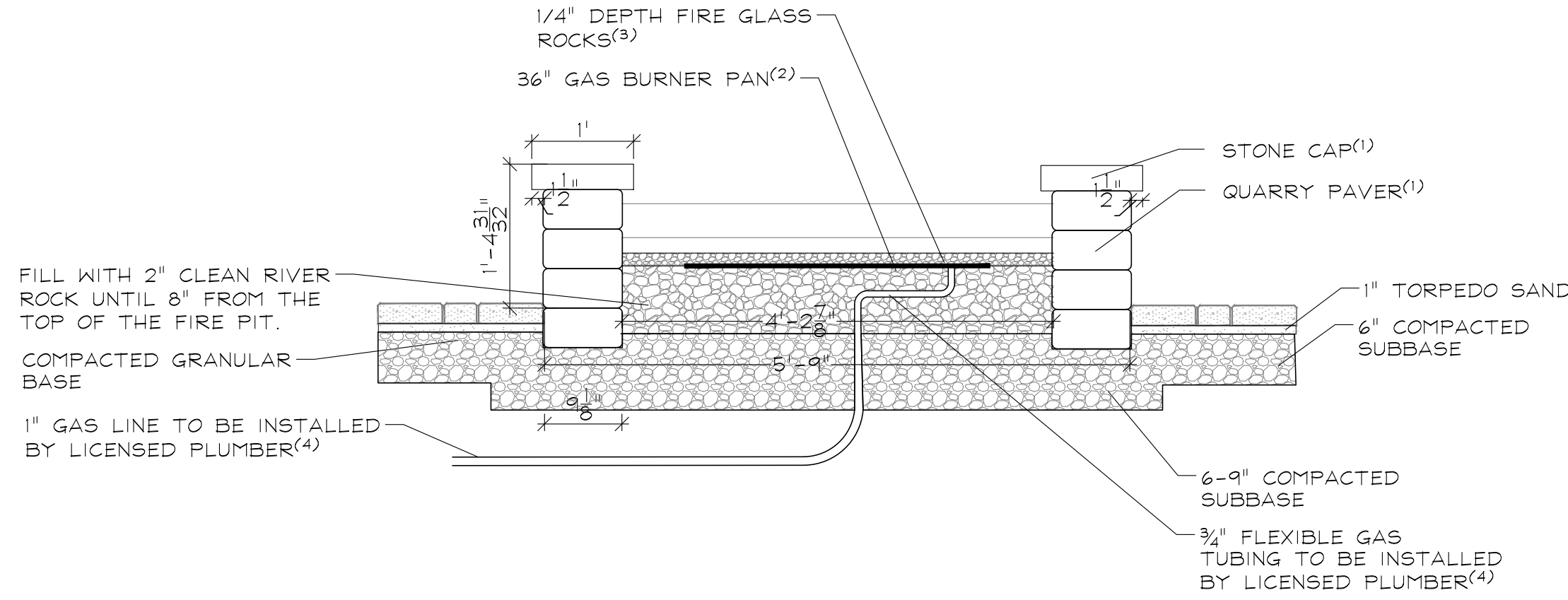


K SEAT WALL DETAIL
NOT TO SCALE

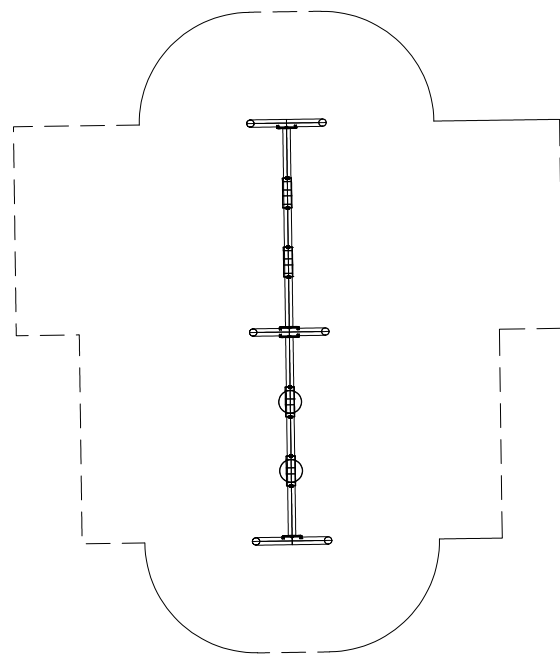


L ARTIFICIAL TURF DETAIL
NOT TO SCALE

- NOTES:
- 1) STONE PAVER TO MATCH DECORATIVE SEAT WALL
 - 2) 36 inch BURNER PAN WITH A MINIMUM 30 inch SPARK IGNITED BURNER. SPARK IGNITOR TO BE INSTALLED IN AN EASILY ACCESSABLE POSITION ON FIRE PIT. CONTRACTOR TO PROVIDE PRODUCT SPECIFICATIONS TO LANDSCAPE ARCHITECT & OLTHOF HOMES REPRESENTATIVE.
 - 3) 1/4 inch FIRE GLASS
 - 4) SHUT OFF VALVE FOR GAS LINE TO BE PROVIDED ON OUTSIDE OF FIRE PIT.



N FIRE PIT DETAIL
NOT TO SCALE



Z SWING DETAIL
NOT TO SCALE



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FINAL LANDSCAPE PLAN

AMENITY DETAILS

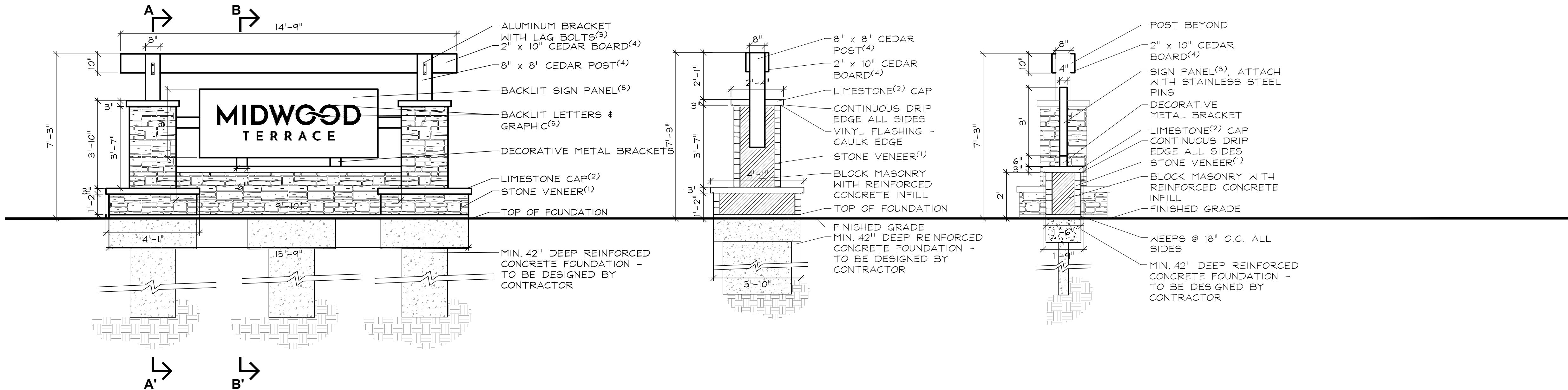
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MAIN MONUMENT ELEVATION
SCALE: 3/8"=1'-0"

SECTION A-A'
SCALE: 3/8"=1'-0"

SECTION B-B'
SCALE: 3/8"=1'-0"

ENTRANCE MONUMENT SPECIFICATIONS

1.0 DESCRIPTION OF WORK

- The work consists of all labor, materials, work and equipment necessary and required to complete monuments, fence and foundations as shown on drawings or specified herein, including, but not limited to:
 - Submission of color and material samples
 - Submission of shop drawings
 - Submission of construction schedule
 - Verification of existing conditions and underground utilities
 - Secure and pay for all permits, fees, inspections and schedule all inspections related to work, including J.U.L.I.E. locales.
 - Comply with all applicable codes

2.0 QUALITY ASSURANCE

- Construction shall conform to @Building Code Requirements for Engineered Brick Masonry," BIA, latest edition.
- All brick and stone shall be finest architectural grade free of cracks, chips, defects, etc.
- Installation shall be by a company continuously and regularly employed in the installation of brick and stone monuments for a period of at least 5 consecutive years.
- No masonry shall be laid when the temperature is expected to fall below 40 degrees F, unless suitable means, submitted in writing to the owner, are provided to heat materials and protect the work. Protect work from cold and frost and insure that mortar will harden without freezing. No additives shall be used, unless approved in writing by the owner.
- All corners of monuments and piers are to be staked by engineer and verified by the contractor.

3.0 JOB CONDITIONS

- Examine and evaluate grades, and soils. Provide soil testing and verify soils structural integrity. Observe the conditions under which work is to be performed and notify the owner of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- Utilities: Review underground utility location maps and plans; Notify J.U.L.I.E.; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- All streets and curbs must be cleaned at the end of each working day.
- All OSHA requirements for safety must be adhered to at all times.

4.0 GUARANTEES

- Guarantee monuments 1 year from final acceptance on owner's representative on workmanship and materials.
- Where failures have occurred resulting from the concrete not meeting the specified design strength, or workmanship, it shall be the responsibility of the subcontractors in connection with the supplier to take whatever corrective actions are necessary to eliminate the problem. In addition, it shall be their responsibility to make restitution for their resulting repair work created by the problem.

5.0 SUBMITTALS

- Construction Schedule: After award of the Contract, the Contractor shall prepare and submit to the owner or an owner authorized representative an estimated construction progress schedule for the work, including sub-schedules of related activities which are essential to its progress, as well as lead-time for materials.

- Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Schedule to represent a continuous flow of construction activities so that there are no days of non-activity on site.
- Product Samples: Submit samples of stone, architectural pre-cast, mortars and sealants, slate, light fixtures, tile, and ornamental fencing for the owner's design conformance review prior to delivery to site.
- Product Data: Submit product data for stone, limestone, architectural pre-cast, mortars and joint sealants, slate, tile, light fixtures, and ornamental fencing.
- Provide certificate of insurance per the owner's requirements.
- Provide names and contact information for any subcontractors and suppliers.
- Shop Drawings:
 - Prepare and submit to the Owner's Representative for design conformance review complete cutting and setting drawings for all masonry work:
 - Submit one (1) set prints with following items in detail:
 - Sizes
 - Sections
 - Dimensions and numbering of stone and brick.
 - Arrangements of joints and bond.
 - Show jointing as indicated on the contract drawings, unless modification is reviewed for design conformance by Owner's Representative prior to preparation of shop drawings.
 - Establish jointing in accordance with industry standards and practices where not indicated on contract drawings.

6.0 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Loading and Shipment:

- Pack carefully for transportation, with exercise of all customary and reasonable precautions against damage in transit, all brick, and limestone to be used for the work.
- Load and ship all brick and cut stone in a sequence mutually agreed upon by the General Contractor and the material supplier.

B. Unloading and Storage:

- Receive and unload at site all brick and stone with necessary care in handling to avoid damage or soiling.
- Store brick and stone clear of ground on non-staining skids. Wood containing tanning, chemical treatment, or excessive amounts of resin shall not be used.
- Cover brick and stone with waterproof, clean canvas, or polyethylene for protection from construction or natural elements.

7.0 INSTALLATION

A. Mortar:

- Cement: white, non-staining masonry cement, conforming to ASTM-C91.
- Sand: Clean, sharp, and washed, capable of passing a No. 16 sieve, and in conformance with ASTM-C144. Carefully select sand for use in pointing mortar for color to match limestone. For pointing mortar, select a white sand.
- Lime: Hydrated, conforming to ASTM-C207, Type S.
- Water: Clean, non-alkaline, potable and free of oils, salts, and other harmful elements.

B. Foundation

Concrete mix air entrainment, compressive strength at twenty-eight (28) days, and slump are to be designed and specified by the contractor's structural engineer.

C. Mortar Beds:

- Lay brick with full mortar coverage on horizontal and vertical joints in all courses.
 - Provide sufficient mortar on ends of brick to completely fill head joints.
 - Rock closure into place with head joints thrown against two adjacent bricks in place.
- D. Mortar Joints; Horizontal and vertical face joints:
- Nominal thickness: 3/8 inch.
 - Construct uniform joints.
 - Shove vertical joints tight.
 - Tool concave joints in exposed surfaces when thumbprint hard.
 - Width, depth, and tooling of all mortar joints shall be consistent and shall not vary more than 1/8".
 - Movement joints: Keep clean of all mortar and debris.

E. Flashing:

- Install complete and continuous under stone copings and other projections.
- Lap joints 6". Seal entire contact surface with mastic.
- Provide a mortar wash at the base of the cavity, underneath the through-wall flashing, pitching out.
- Cover flashing with mortar.

F. Weepholes

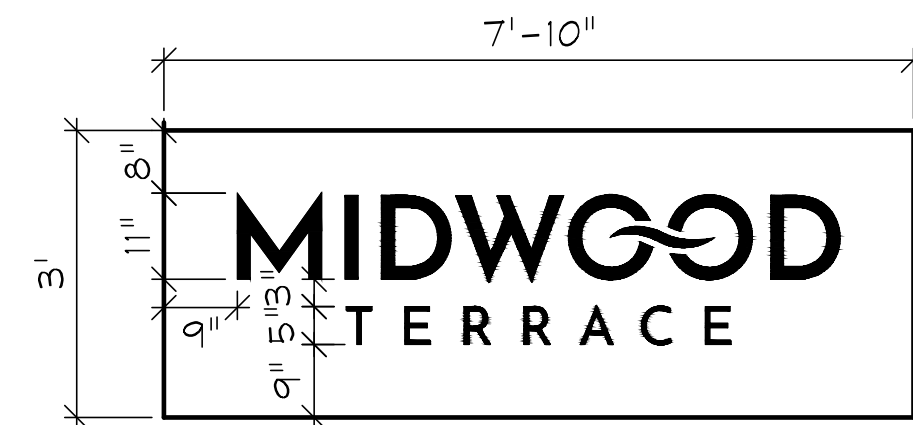
- Provide 3/8" cotton rope weeps. Rope weeps shall extend thru the veneer face and inside the cavity, lying on top and along the bottom length of the flashing. Cut rope flush with wall face.
- Maximum spacing: rope weeps: 16 inches o.c., at wall base; 16 inches o.c. at lintels above openings.
- Keep weepholes and area above flashing free of mortar droppings.

8.0 CLEAN UP AND PROTECTION

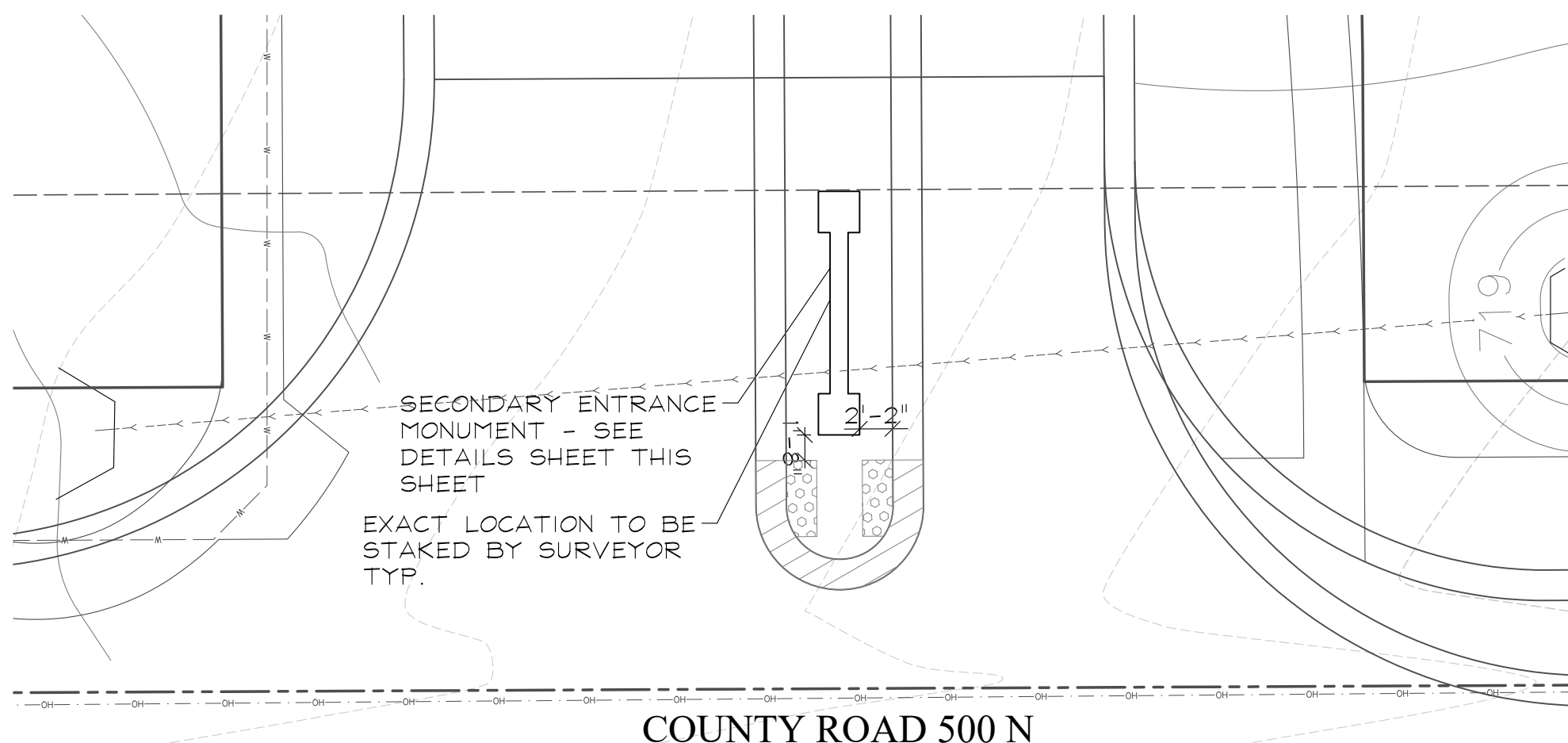
- All material shall be washed with fiber brushes, soap powder, and clean water or Owner reviewed mechanical cleaning process.
- Sand blasting, wire brushes, or acids shall not be used. Exceptions may be considered if reviewed by the Owner or an Owner authorized representative.
- During work, store materials and equipment as directed by the owner.
- Protect work and materials from damage due to operations by other trades and trespassers. Maintain protection during installation.

9.0 INSPECTION AND ACCEPTANCE

- The Owner and or the Owner's representative reserves the right to inspect materials and workmanship at the site prior to, during construction, or at the time of inspection for compliance with these specifications.
- Notify the Owner's representative when completed, for final design conformance review.



SIGN PANEL DETAIL
SCALE: 1/2"=1'-0"



SOUTHWEST ENTRANCE LAYOUT PLAN



- NATURAL STONE VENEER:
 - BUECHEL STONE
 - WHITE COUNTY SQUIRE OR APPROVED EQUAL
 - SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- LIMESTONE
 - INDIANA LIMESTONE
 - RUSTIC BUFF OR APPROVED EQUAL
 - SANDBLASTED
 - SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- ALUMINUM BRACKETS
 - 3/16" THICK
 - BLACK POWDER COATED
- WOOD POST & BEAMS
 - CEDAR
 - FINISH WITH HERITAGE NATURAL FINISHES OR APPROVED EQUAL
- SIGN PANEL & LETTERING
 - BACKLIT LETTERING
 - "MIDWOOD" COLOR: DARK GREEN
 - "TERRACE" COLOR: STEEL BLUE
 - LOGO SWOOSH COLOR: STEEL BLUE
 - SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL

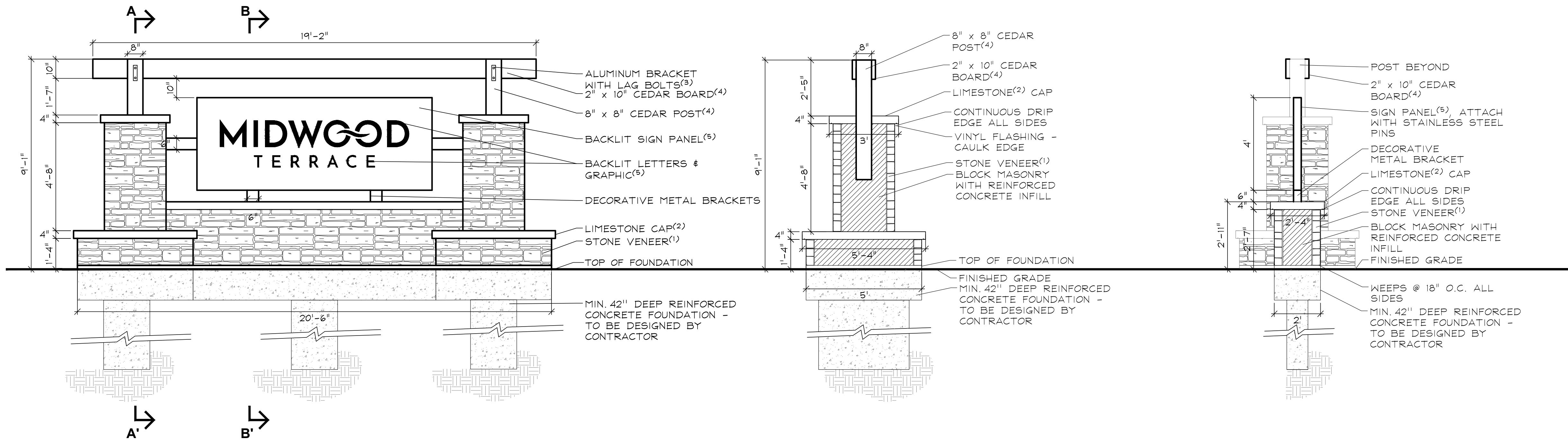
SUBMIT MATERIAL AND COLOR SAMPLES TO DEVELOPER FOR APPROVAL.

SUBSTITUTION REQUEST SHALL BE SENT TO DEVELOPER FOR REVIEW

CLIENT

CIVIL ENGINEER

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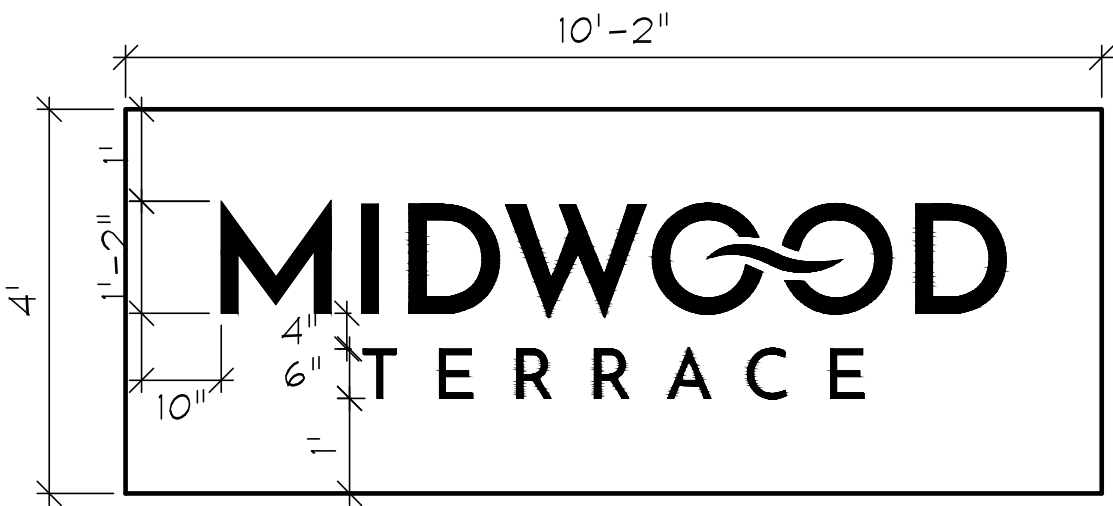


SECONDARY MONUMENT ELEVATION
SCALE: 3/8"=1'-0"

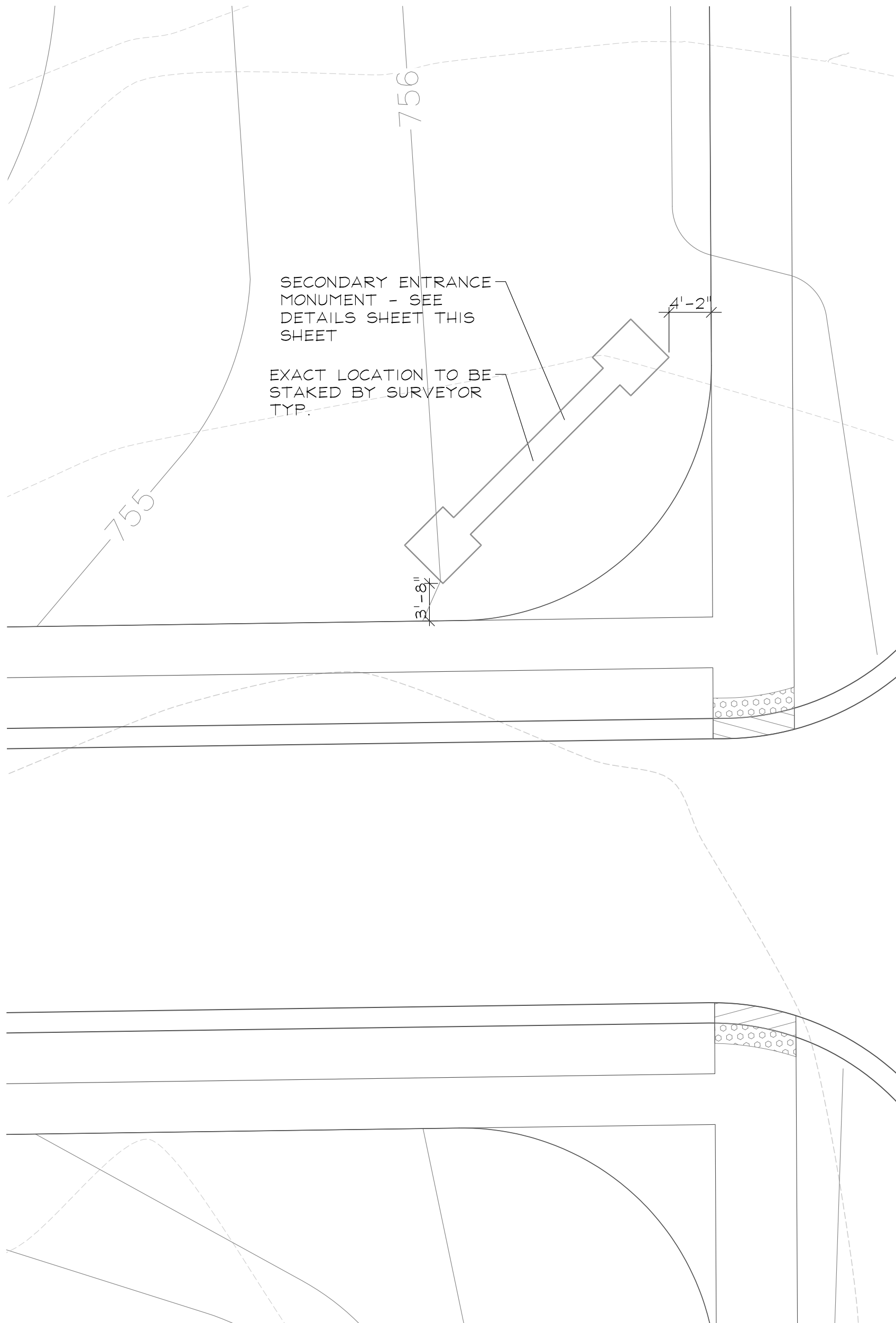
SECTION A-A'
SCALE: 3/8"=1'-0"

SECTION B-B'
SCALE: 3/8"=1'-0"

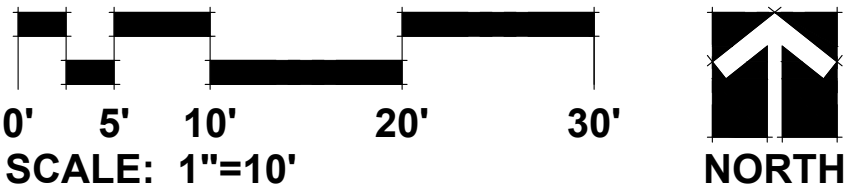
- (1) NATURAL STONE VENEER:
- BUECHEL STONE
 - WHITE COUNTY SQUIRE OR APPROVED EQUAL
 - SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (2) LIMESTONE
- INDIANA LIMESTONE
 - RUSTIC BUFF OR APPROVED EQUAL
 - SANDBLASTED
 - SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (3) ALUMINUM BRACKETS
- 3/16" THICK
 - BLACK POWDER COATED
- (4) WOOD POST & BEAMS
- CEDAR
 - FINISH WITH HERITAGE NATURAL FINISHES OR APPROVED EQUAL
- (5) SIGN PANEL & LETTERING
- BACKLIT LETTERING
 - "MIDWOOD" COLOR: DARK GREEN
 - "TERRACE" COLOR: STEEL BLUE
 - LOGO SHADOW COLOR: STEEL BLUE
 - SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- SUBMIT MATERIAL AND COLOR SAMPLES TO DEVELOPER FOR APPROVAL.
- SUBSTITUTION REQUEST SHALL BE SENT TO DEVELOPER FOR REVIEW



SIGN PANEL DETAIL
SCALE: 1/2"=1'-0"



EAST ENTRANCE LAYOUT PLAN



REVISION	DATE
2	2025.08.22
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LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

1. The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan;
2. The provision of post-planting management as specified herein;
3. Any remedial operations necessary in conformance with the plans as specified in this document;
4. The design, furnishing and installation of a complete underground sprinkler system; and
5. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures:
1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
 3. Analysis and Standards: Package standard products with manufacturers certified analysis.
- C. Insect Control
1. For areas containing standing water less than 3-ft that persist for greater than 7 days, mosquito control may be necessary. Mosquito control should be limited to larvicides applications such as Natular or Vectolex FG, per the EPA and CDC guidance. Larvicide application should be provided by a qualified professional. Contract the North Shore Mosquito Abatement District for service.

1.3 SUBMITTALS

- A. Planting Schedule
- Submit three (3) copies of the proposed planting schedule showing dates for each type of planting
- B. Maintenance Instruction - Landscape Work
- Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.
- Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.
- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or City upon request.

1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Utilities: Review underground utility location maps and plans; notify local utility location service; demonstrate an awareness of utility locations; and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period and until final inspection.
- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as: Midnight, Allure, Viva, Washington, Liberty.

2.2 LAWN SEED MIXTURE

- Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.
- A. Lawn Seed Mixture - 5 lbs. / 1,000 sq. ft.
- 50% Kentucky Bluegrass (98/85)
 - 15% Cutter Perennial Ryegrass
 - 10% Spartan Hard Fescue
 - 10% Edge Perennial Ryegrass
 - 10% Express Perennial Ryegrass
 - 5% Pennlawn Creeping Red Fescue
- B. Temporary Lawn Seed Mixture - 5 lbs. / 1,000 sq. ft.
- 40% Kentucky Bluegrass (98/85)
 - 40% Perennial Ryegrass
 - 20% Annual Ryegrass
- C. Highlands Fescue Seed Mixture - Mixture-7 lbs. / 1,000 sq. ft.
- 25% Discovery Hard Fescue
 - 25% Tiffany Chewings Fescue
 - 25% Florentine Creeping Red Fescue
 - 25% Bighorn Sheeps Fescue
- D. Detention Seed Mixture - 7 lbs. / 1000 sq. ft.
- 70% Kentucky 31 Tall Fescue
 - 30% Perennial Ryegrass

2.3 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.4 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B&B) deciduous trees.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs.
- E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreen trees and containerized shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.5 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (stockpiled at site) for all planting pits, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in I.3.C.

2.6 EROSION CONTROL

- A. Lawn Seed Areas Erosion Control Blanket: North American Green DS75, or equivalent approved equal.
- B. Native Areas Erosion Control Blanket: North American Green SI50, or equivalent approved equal.
- C. Shoreline Areas: Erosion Control Blanket: North American Green SC150, or equivalent approved equal. To be installed per manufacturer's recommendations three feet above and below NWL.
- D. Refer to latest Engineering & Erosion Control Plans for any areas to receive permanent or long-term blanket installation.
- E. Hydroseed Mulch: Conweb 2000 wood fiber mulch with tackifier. Other mulches may be used subject to approval of Landscape Architect.

2.7 MULCH

Provide mulch consisting of premium shredded hardwood bark. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- A. Sodding New Lawns
1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
 2. Till to a depth of not less than 6"; apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
 3. Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
 4. Lay sod within 24 hours from time of stripping.
 5. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
 6. Water sod thoroughly with a fine spray immediately after planting.
- B. Seeding New Lawns
1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
 2. Till to a depth of not less than 6"; apply soil amendments; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
 3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
 4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
 5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
 6. Sow not less than specified rate.
 7. Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.
 8. After the seeding operation is completed, spray a wood fiber mulch (Conweb 2000 with tackifier or approved equal) over the entire grassed area at the rate of 2,000 lbs. per acre. Use a mechanical spray unit to insure uniform coverage. Exercise care to protect buildings, automobiles and people during the application of the mulch.
 9. DO NOT MOW HIGHLANDS FESCUE SEED MIXTURES

C. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 8" deep. Install per spacing indicated on plan.

D. Trees and Shrubs

3. Set balled and burlapped (B&B) stock plumb and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls; retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
4. Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
5. Mulch pits, trenches and planted areas. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.
6. Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
7. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
8. The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor; however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/regrading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.
- C. Highlands Fescue and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.

3.4 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.5 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.



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MIDWOOD TERRACE
PORTER COUNTY, INDIANA
FINAL LANDSCAPE PLAN

LANDSCAPE SPECIFICATIONS

2	2025.08.22
1	2025.07.03
REVISION	DATE

DATE	2025.06.30
PROJECT NO.	OLT2116
DRAWN	ZML
CHECKED	ZML
SHEET NO.	

L1.14



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PARKWAY TREES

Key	Quantity	Botanical Name	Common Name	Size	Remarks
SHADE TREES					
AR	1	Acer x freemanii 'Redpointe'	REDPOINTE MAPLE	2/1/2" Cal.	
AS	37	Acer x saccharum 'Green Mountain'	GREEN MOUNTAIN SUGAR MAPLE	2/1/2" Cal.	
AH	7	Aesculus x amoldiana 'Autumn Splendor'	AUTUMN SPLENDOR HORSECHESTNUT	2/1/2" Cal.	
CO	19	Celtis occidentalis	COMMON HACKBERRY	2/1/2" Cal.	
GT	23	Gleditsia triacanthos var. inermis 'Skycole'	SKYLINE HONEYLOCUST	2/1/2" Cal.	
GD	11	Gymnocladus dioicus 'Espresso-JFS'	ESPRESSO KENTUCKY COFFEETREE	2/1/2" Cal.	
PM	23	Platanus x acerifolia 'Morton Circle'	EXCLAMATION! LONDON PLANETREE	2/1/2" Cal.	
QB	13	Quercus bicolor	SWAMP WHITE OAK	2/1/2" Cal.	
QI	9	Quercus imbricaria	SHINGLE OAK	2/1/2" Cal.	
QM	14	Quercus macrocarpa	BUR OAK	2/1/2" Cal.	
QR	33	Quercus rubra	RED OAK	2/1/2" Cal.	
TA	19	Tilia americana 'Redmond'	REDMOND AMERICAN LINDEN	2/1/2" Cal.	
TC	24	Tilia cordata 'Greenspire'	GREENSPIRE LITTLELEAF LINDEN	2/1/2" Cal.	
TT	9	Tilia tomentosa 'Sterling'	STERLING SILVER LINDEN	2/1/2" Cal.	
UA	23	Ulmus japonica x wilsoniana 'Morton'	ACCOLADE ELM	2/1/2" Cal.	
UC	4	Ulmus carpinifolia 'New Horizon'	NEW HORIZON SMOOTHLEAF ELM	2/1/2" Cal.	
UM	20	Ulmus 'Morton Glossy'	TRIUMPH ELM	2/1/2" Cal.	

INTERIOR BUFFER

Key	Quantity	Botanical Name	Common Name	Size	Remarks
SHADE TREES					
AS	5	Acer x saccharum 'Green Mountain'	GREEN MOUNTAIN SUGAR MAPLE	2/1/2" Cal.	
GT	3	Gleditsia triacanthos var. inermis 'Skyco	SKYLINE HONEYLOCUST	2/1/2" Cal.	
LT	2	Liriodendron tulipifera	TULIPTREE	2/1/2" Cal.	
PM	3	Platanus x acerifolia 'Morton Circle'	EXCLAMATION! LONDON PLANETREE	2/1/2" Cal.	
QB	5	Quercus bicolor	SWAMP WHITE OAK	2/1/2" Cal.	
QI	2	Quercus imbricaria	SHINGLE OAK	2/1/2" Cal.	
QR	3	Quercus rubra	RED OAK	2/1/2" Cal.	
TA	2	Tilia americana 'Redmond'	REDMOND AMERICAN LINDEN	2/1/2" Cal.	
TC	2	Tilia cordata 'Greenspire'	GREENSPIRE LITTLELEAF LINDEN	2/1/2" Cal.	
UA	2	Ulmus japonica x wilsoniana 'Morton'	ACCOLADE ELM	2/1/2" Cal.	
ORNAMENTAL TREES					
CC	3	Cercis canadensis	EASTERN REDBUD	6' Tall	Clump
CM	6	Cornus mas	CORNELIANCHERRY DOGWOOD	6' Tall	Clump
CT	6	Crataegus crusgalli var. inermis	THORNLESS COCKSPUR HAWTHORN	2" Cal.	Single-Stem
MP	6	Malus x 'Prairiefire'	PRAIRIEFIRE CRABAPPLE	2" Cal.	Single-Stem
SR	3	Syringa reticulata 'Ivory Silk'	IVORY SILK JAPANESE TREE LILAC	2" Cal.	Single-Stem
EVERGREEN TREES					
AC	13	Abies concolor	WHITE FIR	6' Tall	
PA	30	Picea abies	NORWAY SPRUCE	6' Tall	
PG	23	Picea glauca var. densata	BLACK HILLS SPRUCE	6' Tall	
PO	8	Picea omorika	SERBIAN SPRUCE	6' Tall	
PP	11	Pinus pungens	COLORADO BLUE SPRUCE	6' Tall	
PS	23	Pinus strobus	EASTERN WHITE PINE	6' Tall	

EAST FRONTAGE BUFFER

Key	Quantity	Botanical Name	Common Name	Size	Remarks
SHADE TREES					
AH	1	Aesculus x amoldiana 'Autumn Splendor'	AUTUMN SPLENDOR HORSECHESTNUT	2/1/2" Cal.	
CO	5	Celtis occidentalis	COMMON HACKBERRY	2/1/2" Cal.	
LT	3	Liriodendron tulipifera	TULIPTREE	2/1/2" Cal.	
QB	2	Quercus bicolor	SWAMP WHITE OAK	2/1/2" Cal.	
QM	3	Quercus macrocarpa	BUR OAK	2/1/2" Cal.	
QR	4	Quercus rubra	RED OAK	2/1/2" Cal.	
TA	2	Tilia americana 'Redmond'	REDMOND AMERICAN LINDEN	2/1/2" Cal.	
UM	2	Ulmus 'Morton Glossy'	TRIUMPH ELM	2/1/2" Cal.	
ORNAMENTAL TREES					
CC	6	Cercis canadensis	EASTERN REDBUD	6' Tall	Clump
CM	6	Cornus mas	CORNELIANCHERRY DOGWOOD	6' Tall	Clump
CT	12	Crataegus crusgalli var. inermis	THORNLESS COCKSPUR HAWTHORN	2" Cal.	Single-Stem
MP	7	Malus x 'Prairiefire'	PRAIRIEFIRE CRABAPPLE	2" Cal.	Single-Stem
SR	2	Syringa reticulata 'Ivory Silk'	IVORY SILK JAPANESE TREE LILAC	2" Cal.	Single-Stem
EVERGREEN TREES					
AC	3	Abies concolor	WHITE FIR	6' Tall	
PA	23	Picea abies	NORWAY SPRUCE	6' Tall	
PA12	6	Picea abies	NORWAY SPRUCE	12' Tall	
PG	4	Picea glauca var. densata	BLACK HILLS SPRUCE	6' Tall	
PO	23	Picea omorika	SERBIAN SPRUCE	6' Tall	
PP	11	Pinus pungens	COLORADO BLUE SPRUCE	6' Tall	
PS	15	Pinus strobus	EASTERN WHITE PINE	6' Tall	
EVERGREEN SHRUBS					
JK	76	Juniperus chinensis 'Kallay's Compact'	KALLAYS COMPACT PFITZER JUIPER	30" Wide	3' O.C.

SOUTH FRONTAGE BUFFER

Key	Quantity	Botanical Name	Common Name	Size	Remarks
SHADE TREES					
AS	5	Acer x saccharum 'Green Mountain'	GREEN MOUNTAIN SUGAR MAPLE	2/1/2" Cal.	
QB	11	Quercus bicolor	SWAMP WHITE OAK	2/1/2" Cal.	
QI	3	Quercus imbricaria	SHINGLE OAK	2/1/2" Cal.	
QM	2	Quercus macrocarpa	BUR OAK	2/1/2" Cal.	
QR	11	Quercus rubra	RED OAK	2/1/2" Cal.	
TA	2	Tilia americana 'Redmond'	REDMOND AMERICAN LINDEN	2/1/2" Cal.	
TC	1	Tilia cordata 'Greenspire'	GREENSPIRE LITTLELEAF LINDEN	2/1/2" Cal.	
TT	1	Tilia tomentosa 'Sterling'	STERLING SILVER LINDEN	2/1/2" Cal.	
UC	2	Ulmus carpinifolia 'New Horizon'	NEW HORIZON SMOOTHLEAF ELM	2/1/2" Cal.	
ORNAMENTAL TREES					
AG	3	Amelanchier x grandiflora	APPLE SERVICEBERRY	6' Tall	Clump
BN	9	Betula nigra 'Cully'	HERITAGE RIVER BIRCH	6' Tall	Clump
CC	6	Cercis canadensis	EASTERN REDBUD	6' Tall	Clump
CM	3	Cornus mas	CORNELIANCHERRY DOGWOOD	6' Tall	Clump
CT	12	Crataegus crusgalli var. inermis	THORNLESS COCKSPUR HAWTHORN	2" Cal.	Single-Stem
MP	12	Malus x 'Prairiefire'	PRAIRIEFIRE CRABAPPLE	2" Cal.	Single-Stem
SP	3	Syringa pekinensis 'Morton'	CHINA SNOW PEKING LILAC	6' Tall	Clump

EVERGREEN TREES

AC	12	Abies concolor	WHITE FIR	6' Tall	
PA	27	Picea abies	NORWAY SPRUCE	6' Tall	
PG	11	Picea glauca var. densata	BLACK HILLS SPRUCE	6' Tall	
PO	23	Picea omorika	SERBIAN SPRUCE	6' Tall	
PP	14	Pinus pungens	COLORADO BLUE SPRUCE	6' Tall	
PS	8	Pinus strobus	EASTERN WHITE PINE	6' Tall	

DECIDUOUS SHRUBS

CF	20	Cornus sericea 'Farrow'	ARCTIC FIRE REDTWIG DOGWOOD	24" Tall	3' O.C.
SM	38	Syringa meyeri 'Palabin'	DWARF KOREAN LILAC	24" Tall	4' O.C.
VT	52	Viburnum trilobum 'Redwing'	JN SELECT CRANBERRYBUSH VIBURNUM	30" Tall	5' O.C.

EVERGREEN SHRUBS

JC	64	Juniperus chinensis 'Sea Green'	SEA GREEN JUIPER	30" Wide	5' O.C.
TM	118	Taxus x media 'Densiformus'	DENSE YEW	24" Wide	4' O.C.

SINGLE FAMILY ATTACHED LOT LANDSCAPING PLANTINGS

Quantity	Item	Size	Remarks
2	ORNAMENTAL TREES	2" Cal.	
14	EVERGREEN SHRUBS	24" Ht.	
14	DECIDUOUS SHRUBS	30" Ht.	

SINGLE FAMILY LOT LANDSCAPING PLANTINGS

Quantity	Item	Size	Remarks
2	PARKWAY TREES	2" Cal.	
2	SMALL DECIDUOUS SHRUBS	24" Ht.	
1	LARGE DECIDUOUS SHRUBS	30" Ht.	
4	EVERGREEN SHRUBS	24" Wide	



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MIDWOOD TERRACE

PORTER COUNTY, INDIANA

FINAL LANDSCAPE PLAN

LANDSCAPE REQUIREMENTS

2	2025.08.22
1	2025.07.03
REVISION	DATE

DATE	2025.06.30
PROJECT NO.	OLT2116
DRAWN	ZML
CHECKED	ZML
SHEET NO.	



L1.15

DRAFT – SUBJECT TO CHANGE PRIOR TO RECORDATION

*DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MIDWOOD TERRACE COMMUNITY ASSOCIATION*

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*DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MIDWOOD TERRACE COMMUNITY ASSOCIATION*

This Declaration of Covenants, Conditions and Restrictions for Midwood Terrace Community is made this day of _____, 2025 by _____ (“Declarant”).

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property located in the Municipality of Valparaiso, Porter County, Indiana, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, and the Declarant desires to subject such property to the provisions of this Declaration and to have constructed by _____, an Indiana limited liability company (“Developer”), together with other homebuilders, if any, various residential communities, and to provide a flexible and reasonable method for the administration and maintenance of such property; and

WHEREAS, as hereinafter provided in this Declaration, the Declarant has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the residential community described herein, all or any portion of the property described in Exhibit B attached hereto and incorporated herein by this reference, and such other property as the Declarant may acquire from time to time and/or wish to subject to the terms of this Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit A and any additional property described in Exhibit B as may by subsequent amendment hereto be subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions which are for the purpose of protecting the desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration, and which shall be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and where provided herein, shall benefit the property on which certain Community Areas are located.

**ARTICLE I
DEFINITIONS**

1.01 **Definitions.** When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) “Additional Property” shall mean and refer to the real property described in Exhibit B attached hereto and all improvements thereon, together with such other additional property and all improvements thereon as Declarant shall acquire from time to time and shall desire to subject to the terms of this Declaration and by amendment to Exhibit B hereto recorded in the Office of the County Recorder where the project is developed in the state of Indiana, included within the property described in Exhibit B.

(b) “Architectural Control Committee” shall mean and refer to the committee established by the Declarant, to administer the Architectural Standards in accordance with this Declaration for the initial construction of improvements to a Lot.

(c) “Architectural Standards” shall mean and refer to those architectural standards, use, regulations, guidelines and policies which shall be adopted from time to time and in force by the Declarant and administered by the Architectural Control Committee as provided in this Declaration, that may differ from Neighborhood to Neighborhood, and shall initially mean and refer to Exhibits H and J applicable to the portion of the Property set forth therein.

(d) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Midwood Terrace Community Association, Inc., an Indiana nonprofit corporation, as amended from time to time.

(e) "Association" or "Community Association" shall mean and refer to Midwood Terrace Community Association, Inc., an Indiana nonprofit corporation.

(f) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(g) "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of Midwood Terrace Community Association, Inc., which govern the administration and operation of the Association, as the same may be amended from time to time, a copy of which is attached hereto as Exhibit D.

(h) "Cluster Box Unit" or "CBU" shall mean and refer only to the overall unit which contains all of the individual Mailboxes within, and it is the responsibility of the Association to maintain, repair and replace the CBU excluding individual Mailboxes within it.

(i) "Community Area" shall mean and refer to all real and personal property now or hereafter owned and/or maintained by the Association for the common use and enjoyment of the Owners. Included within the Community Area may be the following, if any: (i) entry monuments and signage easement(s) with associated landscaping features identifying the subdivision, (ii) areas platted as Outlots that are owned or controlled by the Association, except to the extent any of the foregoing have been publicly dedicated, (iii) all real and personal property owned or controlled by the Association and available for the common benefit and/or use of Owners, and (iv) all other improvements located on or within areas owned or controlled by the Association and available for the common benefit and/or use of the Owners or for the maintenance of management of any part of the Development Area. The designation of any land and/or improvements as Community Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Declarant may, but shall not be required to, designate and/or convey other property to the Association. The legal description of the Community Area existing as of the date hereof is attached hereto as Exhibit E and such additional parcels of land as may be subjected to the terms of this Declaration in accordance with Article II.

(j) "Community Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(k) "County" shall mean Porter County, Indiana.

(l) "Declarant" shall mean and refer to _____, its successors and assigns.

(m) "Declarant Rights" shall mean any and all rights, powers and privileges reserved, granted or otherwise provided for herein which may be exercised by, or which benefit only, the Declarant.

(n) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Midwood Terrace Community and all amendments thereof filed for record in the Office of the Recorder.

(o) "Developer" shall mean _____, an Indiana limited liability company, its successors and assigns as may be designated in a recorded instrument.

(p) "Development", with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon, and any portion of the Additional Property submitted to the provisions hereof pursuant to Section 2.02.

(q) “Dwelling”, with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family dwelling, whether detached or attached, located within the Development.

(r) “Lot” shall mean and refer to any land portion of the Property (and a subdivided lot of record) upon which it is intended that a Dwelling (or Dwellings, in the event condominium units are constructed) shall be constructed.

(s) “Mailbox” shall mean and refer only to an individual mailbox within a CBU that is unique to each individual address of a Lot or Dwelling within the Community, and it shall be the responsibility of the Owner to maintain, repair and replace the corresponding mailbox, coordinating all such action with the USPS and the Association.

(t) “Member” shall mean an Owner who holds membership in the Association pursuant to Section 4.01 of this Declaration.

(u) “Mortgage”, with an initial capital letter, shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot, Dwelling, or Neighborhood.

(v) “Mortgagee”, with an initial capital letter, shall mean and refer to the holder of a Mortgage.

(w) “Municipality” shall mean the city of Valparaiso, Indiana.

(x) “Neighborhood” shall mean and refer to any portion of the Property, designated by Declarant, which is intended to be a distinct community within the Property currently designated as the Midwood Terrace Estates and Midwood Terrace Townhomes, and which may have a separate association responsible for maintenance and administration, but at the time of recording this Declaration will not have a separate association but will be managed and administered by the Community Association, and within which it is intended that there will be constructed Dwellings.

(y) “Neighborhood Committee” shall mean and refer to a committee of the Association whose members are comprised entirely of Owners of Dwellings within a Neighborhood, including Midwood Terrace Estates and Midwood Terrace Townhomes, which committees shall make recommendations to the Board with respect to issues that solely relate to that Neighborhood.

(z) “Occupant” shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

(aa) “Office of the Recorder” shall mean the Office of the Recorder located in the County.

(bb) “Owner”, with an initial capital letter, shall mean and refer to one (1) or more persons, including Declarant, who or which owns fee simple title to any Lot or Dwelling, excluding, however, those persons having such an interest under a Mortgage. In the event that there is recorded in the Office of the Recorder, any installment land sales contract covering any Lot or Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract and not the fee simple title holder. An installment land sales contract shall be an instrument whereby the purchaser is required to make payment for a Lot or Dwelling for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such Lot or Dwelling until all such payments are made, although the purchaser is given use of such Lot or Dwelling.

(cc) “Person” shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(dd) “Property,” with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit A together with all improvements thereon, including the Community Area, utility

systems, drainage systems, and other improvements serving the Lots and Dwellings, and, upon submission to the provisions of this Declaration, the tracts or parcels of land described in Exhibit B, or any portion thereof, or any tracts or parcels of land hereafter added thereto, together with all improvements thereon.

(ee) "Record" or "place of record" means to record a document in the Office of the Recorder.

(ff) "Unit Membership" shall mean the membership in the Association, which is appurtenant to a member's Dwelling or Lot as provided in Section 4.01 of this Declaration.

ARTICLE II

DEVELOPMENT

2.01 Development of Property. Except as otherwise set forth in Section 10.01, all Lots within the Development shall be and are hereby restricted exclusively to residential use and related uses and shall be subject to the standards and restrictions set forth in Article X hereof. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option (as defined in Section 2.02) to submit Additional Property to the terms of this Declaration and to make improvements and changes to all Community Area and to any other portion of the Property owned by Declarant, including, without limitation, (i) installation and maintenance of any improvements in and to the Community Area, (ii) changes in the location of the boundaries of any Lots or Dwellings owned by Declarant or of the Community Area, (iii) installation and maintenance of any water, sewer, and other utility systems and facilities, and (iv) installation of security and/or refuse facilities. Any and all improvements or changes made, as aforesaid, shall not result in an encroachment on Lots not owned by Declarant.

2.02 Development of Additional Property. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Declarant in accordance with the following rights, conditions, and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Development:

(a) The option may be exercised from time to time during a period of fifteen (15) years from the date of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such fifteen (15) year period by executing and filing an agreement evidencing such termination in the Office of the Recorder, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such fifteen (15) year period.

(b) The legal description of the Additional Property as of the date hereof is set forth on Exhibit B, portions of the Additional Property (together with additions thereto made in accordance herewith) may be added to the Development and to the terms of this Declaration at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

(c) If the Additional Property or any portion thereof is added to the Development, Declarant reserves the right to designate the boundaries of the Lots, Dwellings, and Neighborhoods, as well as the Community Area, if any, to be added to the Development in connection therewith.

(d) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect.

(e) The option reserved by Declarant to cause all, or any portion of, the Additional Property to become part of the Development shall in no way be construed to impose upon Declarant any obligation to

add all or any portion of the Additional Property to the Development or to construct thereon any improvements of any nature whatsoever.

The option reserved under this Section 2.02 may be exercised by Declarant only by the execution of an amendment to this Declaration which shall be filed in the Office of the Recorder, together with a legal description of the Additional Property or such portion or portions thereof as are being added to the Development by such amendment. Simultaneously therewith, Declarant may, at its option, convey to the Association the Community Area, if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by survey or physical inspection of such parcel(s). Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declaration, and upon the exercise, if any, of such option or options, the provisions of this Declaration shall then be construed as provisions embracing the real property described in Exhibit A and the Additional Property or such portion or portions thereof so submitted to the terms hereof, together with all improvements located thereon. In no event shall Declarant be obligated to submit the Additional Property, or any portion thereof, to the provisions of this Declaration or to impose upon the Additional Property, or any portion thereof, any covenants, conditions, or restrictions whatsoever.

2.03 Interest Subject to Plan of Development. Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, subject to Declarant's right to add the Additional Property, or any portion or portions thereof, to the Development as hereinabove provided, and to convey to the purchaser thereof the title to the Lot or Dwelling and its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions set forth in this Article II may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of Declarant.

2.04 Subdivision Plat. Declarant reserves the right to record, modify, amend, revise, and add to, at any time and from time to time, a subdivision plat setting forth such information as Declarant may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of the Lots, Dwellings, Neighborhoods, Community Area, Additional Property, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and set-back line restrictions.

2.05 Erosion Control. Owners shall be responsible for complying with all laws and regulations with respect to erosion control during construction on the Development, and shall be obligated to comply with all requirements or recommendations of the Division of Soil Conservation of the Indiana Department of Resources, regarding the installation and maintenance of erosion/sediment control facilities and practices during the construction period on the Development. Without in any way limiting the generality of the foregoing, the Owner shall be obligated for the installation and maintenance of (a) perimeter erosion and sediment controls, (b) curb inlet protection, (c) drop inlet protection, (d) temporary downspout extenders, and (e) gravel driveways/entrances after the completion of the foundation, from the public street curb to the foundation. The gravel driveway/entrance shall be installed at a minimum twelve foot (12') width, over a stable subgrade with six inches (6") of coarse aggregate (INDOT CA NO. 2) adding stone as needed from time to time to maintain a six inch (6") clean depth.

2.06 Responsibilities of the Owner During Construction. The Owner is responsible for the removal of any and all debris including but not limited to excess soil from excavation and construction materials on the Lot. No soil or debris shall be allowed on any roads or streets at any time. Every Owner shall require its builder to comply with these requirements which shall be specified in the contract. If the Owner or builder does not correct any of the above conditions, the Declarant, after notification, may correct the condition and charge the Owner fair market value for the work performed.

2.07 Amenities. The following amenities shall be provided: _____.

ARTICLE III

PROPERTY RIGHTS

3.01 General. Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive Ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article III. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services to a Lot or Dwelling lie partially within and partially outside of the designated boundaries of the Lot or Dwelling in question, any portions thereof which serve only such Lot or Dwelling shall be deemed to be a part of such Lot or Dwelling, and any portions thereof which serve more than one (1) Lot or Dwelling, or any portion of the Community Area, shall be deemed to be a part of the Community Area. The Ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, Membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his Ownership ceases for any reason, at which time his Membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling. Lots shall not be subdivided, and, except as otherwise provided hereunder, the boundaries between Lots shall not be relocated, unless the relocation thereof is made with the consent of at least a majority of the Owners in the Development and of Declarant, so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two (2) or more Lots into a larger parcel in order to create a Dwelling site larger than one (1) Lot nor shall the prohibition against the subdivision of Lots and relocation of boundaries between Lots apply to the Declarant. In the event of such combination, any assessment obligation shall be imposed on the original pre-combined Lots.

3.02 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have a non-exclusive right, privilege, and easement of use and enjoyment in and to the Community Area, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

(a) The right of the Association to borrow money (i) for the purpose of improving the Community Area, or any portion thereof, (ii) for acquiring additional Community Area, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Community Area, or (iv) for providing the services authorized herein, and, subject to the provisions of Section 8.03 hereof, to give as security for the payment of any such loan a mortgage deed or other security instrument conveying all or any portion of the Community Area; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) The rights and easements reserved to Declarant in this Declaration.

(c) The right of the Association to grant and accept easements as provided in this Declaration hereof and to dedicate or transfer fee simple title to all or any portion of the Community Area to the Municipality or to any other public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

(d) The rights and easements reserved in Section 3.07 hereof for the benefit of the Association, its directors, officers, agents, and employees.

(e) The rights of the holder (and its successors and assigns) of any Mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

- (f) The right of the Association to have reasonable rules and regulations.
- (g) The right of the Association to suspend the use of any facilities located upon the Community Area by a Member for the period of time during which any assessment against his or her Lot remains unpaid and for an additional reasonable period for any infraction of its rules and regulations.
- (h) The right of the Association to charge reasonable admissions and other fees for the use of any facilities situated upon any Community Area.
- (i) The right of the Association to dedicate or transfer all or any part of the Community Area to any public agency, authority, corporation, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by fifty percent (50%) of all of the Owners then existing, has been recorded in the Public Records of the County.
- (j) The right of the Association to limit the number of guests of Members for use of the Community Areas.
- (k) The right of the Association to levy assessments as provided in this Declaration.

3.03 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress, and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times.

3.04 Easements for Declarant. During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Community Area and Lots for the purpose of constructing Dwellings and other improvements in and to the Lots and within the Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Community Area) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all thing reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains Ownership of a Dwelling or Lot or has the right to submit the Additional Property or any portion thereof to the Development, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress, and egress to the Community Area and Lots and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Community Area and Lots.

3.05 Changes in Boundaries: Additions to Community Area. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Community Area, any Lots or Dwellings or Neighborhoods owned by Declarant and the realignment of boundaries between adjacent Lots and/or Dwellings and/or Neighborhoods owned by Declarant. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property, such real property to be conveyed to the Association as an addition to the Community Area and subject to the title exceptions set forth in Section 2.02 hereof. Furthermore, Declarant reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey by quit-claim deed to the Association at any time and from time to time, as an addition to the Community Area, such other portion of the Development owned by Declarant as it, in its discretion, shall choose.

3.06 Easements for Utilities and Public Services.

(a) There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power and obligation to grant and accept easements to from the Municipality or any other public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (i) all or any portion of the Community Area, and (ii) all portions of all Lots owned by Declarant, as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water, and sewer lines, provided that such easements shall not unreasonably affect the developability, of any such Lot or Dwelling. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board, provided, however, that notwithstanding anything contained herein to the contrary, the Board shall not have any rights to grant any easements over any portion of any Lots. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacements, and use of such utilities and systems; provided, however, that such utility company or other supplier or servicer shall take reasonable actions to repair any damage caused by such utility company or other supplier or servicer during the exercise of any rights conveyed under any easement granted hereunder.

(b) Declarant hereby grants to the relevant governmental authority or agency, as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Community Area for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

3.07 Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot, Dwelling, Neighborhood, or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner, Occupant of the Lot or Dwelling or Neighborhood directly affected thereby.

3.08 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings, Community Area, or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

3.09 Easements for Additional Property. There is hereby reserved in Declarant, and its successors, assigns, and successors-in-title to the Additional Property (if said rights are granted by Declarant to such successors, assigns, and successors-in-title), for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) pedestrian and vehicular ingress, egress, and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Community Area or within easements serving the Community Area, (ii) the installation, maintenance, repair, replacement, and use within the Community Area and those portions of Lots, Dwellings and Neighborhoods encumbered pursuant to Section 3.06 hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and (iii) drainage and discharge of surface water onto and across the Property,

provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

3.10 Maintenance Easement. Subject to the terms of Section 5.03 and Section 5.04 hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling or Neighborhood for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

3.11 Environmental Easement. There is hereby reserved for the benefit of Declarant, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all portions of the Community Area for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to maintain any and all wetland areas on the Property, the right to drain standing water, and the right to dispense pesticides.

3.12 Party Wall Rights, Restrictions and Easements. Subject to any other or additional provisions contained in any written agreement between the parties affected, each wall which is built as part of the original construction of a Dwelling and placed on the lot line of a Dwelling 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 of liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. In the event and to the extent that the center of any wall between Dwellings on and over such adjoining Dwellings shall encroach into or onto the adjacent Dwelling, the Owner utilizing said party wall will have a perpetual exclusive easement appurtenant to his or her Dwelling on and over such adjoining Dwelling for the maintenance, repair and restoration of such wall and his or her Dwelling to the extent that the same shall occupy such adjoining Dwelling, and such wall shall be deemed a party wall for all purposes of this Declaration. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, the Owner who has shared the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute equally to the cost of the restoration thereof, without prejudice however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this Declaration, any Owner who is by his or her negligence or willful act, or the negligence or willful acts of his or her occupancy causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contributions from any other Owner under this Declaration shall be appurtenant to the land and shall pass to such Owner's successor in title. Easements are hereby declared and granted to Owners having a party wall to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components through the party walls of two or more Dwellings, whether or not such walls lie in all or in part within the boundaries of a Dwelling. Every portion of a Dwelling shall be burdened with an easement of structural support for the benefit of the other Dwellings.

3.13 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each adjacent Dwelling due to the unintentional placement or setting or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance necessary to encompass any constructed encroachment, either now existing or arising in the future; provided, however in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, Occupant or the Association.

3.14 Burden upon the Property. Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, purchaser, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or Dwelling or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of the Association.

3.15 Right of Entry. The Association shall have the right and license, but shall not be obligated, to enter into any Lot or Dwelling for emergency, security and safety, which right may be exercised by the Association's Board of Directors, officers, safety, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot or Dwelling to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. There is hereby granted to the Association, and its agents, employees, managers and independent contractors, a license to enter upon all Lots or Dwellings to the extent necessary or appropriate for the conduct of the Association's responsibility under Article V.

3.16 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

3.17 Neighborhood Associations. The Association reserves the right to create neighborhood associations, known as Midwood Terrace Estates Association, Inc. and Midwood Terrace Townhomes Association, Inc., and delegate to such associations various rights and obligations of the Association hereunder to the respective Neighborhood.

3.18 Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such Ownership.

ARTICLE IV
MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION:
BOARD OF DIRECTORS OF THE ASSOCIATION

4.01 Membership. Every Owner of a Dwelling or Lot (including the Declarant and the Developer) is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling or Lot. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling or Lot, thereby becomes a Member, whether or not this Declaration or such membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one (1) membership allocable to each Dwelling or Lot (herein called a "Unit Membership") and any Member who is the Owner of more than one (1) such Dwelling or Lot shall have the number of Unit Memberships equal to the number of such Dwellings or Lots. In the event any Lot may be zoned for a multi-family structure, then the Owner of any such Lot shall have the number of Unit Memberships equal to the number of Dwellings which may be legally constructed upon such Lot. If the record ownership of a Dwelling or Lot shall be in more than one (1) person, or if an Owner of a Dwelling or Lot is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing.

4.02 Voting Rights. Members of the Association or spouses of Members shall have voting rights.

4.03 Method of Voting. The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of Unit Memberships at the time of any such vote. Whenever a vote of the Members of the Association is required pursuant to this Declaration, or pursuant to the Articles of Incorporation or By-Laws of the Association, or is otherwise required by law, such votes shall be cast by the Members. Unless this Declaration or the Articles of Incorporation or By-Laws of the Association, or any law, shall specify a greater vote, all Association matters requiring action by Members shall be decided by a majority of the votes cast by the Members voting at a meeting at which a quorum (as defined in the By-Laws) is present. In the event of a tie, the tie shall be broken by a mediator chosen by the Members. Should the Members be unable to reach an agreement on the selection of a mediator, the head of the building department in the governing jurisdiction shall choose the mediator.

4.04 Board of Directors.

(a) The Association shall be governed by its Board of Directors ("Board") comprised of five (5) persons duly appointed or elected as provided herein and in the Articles of Incorporation and By-Laws of the Association. The initial Board shall be comprised of three (3) persons duly appointed by the Declarant pursuant to its rights under Section 4.05 hereof, until such time as the Initial Meeting to elect the First Board occurs. After the period of Declarant control ceases, the Board shall consist of two (2) people representing each Neighborhood, with any remaining directors being elected at large from either Neighborhood. The persons receiving the highest total of votes shall be elected to the Board.

(b) The Board shall administer the Community Area in accordance with the terms and provisions of this Declaration, and in accordance with the Articles of Incorporation and By-Laws of the Association. All matters requiring action by the Board shall be decided by the majority vote of the Board, except as otherwise provided herein or in the By-Laws.

(c) Prior to the appointment of the First Board of the Association pursuant to Paragraph 4.05 hereof, Declarant (or its beneficiary or designees) may exercise all rights, powers and privileges of the Board and may perform all of its functions, including its functions under Article IV of this Declaration.

4.05 Appointment of Directors by Declarant. Notwithstanding any other provisions of this Declaration or the Articles of Incorporation or By-Laws of the Association, the first and each subsequent Board shall consist of, and vacancies on the Board shall be filled by, such persons as Declarant shall from time to time appoint, until the first to occur of any one of the following events: (i) fifteen (15) years after the recording of this Declaration; or (ii) Declarant surrenders such authority by an express amendment to this Declaration executed and recorded by Declarant (Declarant Control). For purposes of this Section 4.05, "Dwellings in the Development" shall refer to all Dwellings within or contemplated to be within the Property and Additional Property. Such right of Declarant to appoint directors to the Board shall be to the exclusion of the right of the Members to do. The Owners or Members shall not, without the prior written consent of Declarant, have the right to amend, modify or change the Articles of Incorporation or By-Laws of the Association to in any way diminish the authority of the Board during the period that Declarant has the right to appoint any members of the Board.

Declarant may, from time to time, by written notice to the Association, voluntarily terminate its right to appoint one (1) or more Directors and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. Declarant's election to terminate its right to appoint any number of members of the Board or to terminate its control of the Association, shall not affect the right of Declarant to participate in the Association as a Member thereof and to appoint Members to cast the number of votes equal to the number of Dwellings or Lots owned by Declarant. All directors who are not subject to appointment by Declarant shall be elected in accordance with the provisions of Paragraphs 4.06 and 4.07 hereof.

4.06 Initial Meeting of Members to Elect Directors. Upon receipt by the President of the Association of a copy of the written notice of Declarant to voluntarily terminate its control of the Association, or of any other appropriate evidence of the termination of Declarant's right to appoint all the directors of the Board, he shall promptly convene a meeting of the Members (Initial Meeting) for the purpose of electing a new Board or to elect those directors who no longer are to be appointed by Declarant (First Board).

4.07 Election of Directors. Upon termination of Declarant's right to appoint any of or all the directors of the Board, pursuant to Paragraph 4.05 hereof, those directors not subject to appointment by Declarant shall be selected by vote of the Members in accordance with the provisions of this Article. Notwithstanding such election, any director theretofore appointed by Declarant who does not elect to resign may stay in office for the balance of his unexpired term and until his successor is elected and qualified.

4.08 Transfer of Association Records. Within sixty (60) days following the Initial Meeting of the Members, the Declarant shall deliver to the Board:

(a) all original documents as recorded or filed pertaining to the Property, its administration, and the Association, such as the Declaration, Articles of Incorporation, Bylaws, other instruments, annual

reports, minutes and rules and regulations, contracts, leases or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Declarant, or an officer or agent of the Declarant, as being a complete copy of the actual document recorded as filed;

(b) a detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

(c) Association funds, which shall have been at all times segregated from any other monies of the Declarant;

(d) a schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents transferring the Community Area or any part thereof, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies and all tax bills; and

(e) a list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken concerning the Association, engineering drawings and specifications as approved by any governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Owners and originals of all documents relating to everything listed in this Section 4.08.

4.09 Informal Action by Directors. Unless specifically prohibited by the Articles of Incorporation or By-Laws of the Association, any action required by this Declaration to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the directors of the Board entitled to vote with respect to the subject matter thereof. Any such consent signed by a majority of the directors of the Board shall have the same effect as a unanimous vote.

4.10 Informal Action by Members. Any action required by this Declaration to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of the Members.

4.11 Board Liability. The Declarant (and its beneficiary), Developer, its directors, officers, shareholders, partners, employees or agents, the Board, members of the Board, officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Dwellings or Lots in the Property owned by each respective Owner bears to the total number of Dwellings or Lots in the Property at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article IX hereof. To the extent possible the obligation of the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

4.12 Nonprofit Purposes of Association. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members, or on behalf of the Declarant.

4.13 Governing Law. Except as otherwise provided in this Declaration, the Association, the Board, officers and members shall be governed by the Indiana Nonprofit Corporation Act.

4.14 Board as Representative of Owners. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Community Area or more than one (1) Dwelling or Lot, on behalf of the Owners as their interest may appear.

ARTICLE V **MAINTENANCE**

5.01 Responsibilities of Owners.

(a) Unless specifically identified herein or in as being the responsibility of the Association or a Neighborhood Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns (including parkways), landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner or Neighborhood Association shall be responsible for maintaining his or her Lot or Dwelling, Neighborhood Community Area or Neighborhood, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, driveways, walks and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in Sections 5.03 and 5.04 hereof, each Owner or Neighborhood Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner or Neighborhood Association, but which responsibility such Owner or Neighborhood Association fails or refuses to discharge.

(b) Mailboxes for the Community will be a standard Cluster Box Unit (CBU) model approved and placed in a location determined by the United States Postal Service (USPS). Upon the closing of a Dwelling, the Owner shall be assigned a Mailbox corresponding with the address of the Lot or Dwelling, be assigned a key for the lock on said Mailbox and become responsible for the Mailbox and its condition. In the event that an Owner loses the key, damages the lock, etc., it will be the responsibility of the Owner to contact the USPS for repairs or replacement of the lock and/or key or any other condition. In instances where the lock is frozen or will not operate, it is the Owner's responsibility to make the lock operational.

5.02 Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Community Area, which responsibility shall include the maintenance, repair, and replacement of (i) all Amenities in Section 2.07 and all walks and trails (if any), lots, landscaped area, community fencing, and other improvements made by Declarant or the Association situated within the Community Area or within easements encumbering Lots, Dwellings, or Neighborhoods pursuant to Section 3.03 hereof, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Community Area and which are not maintained by a public authority, public service district, public or private utility, or other person, (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all lakes and ponds situated within or upon the Community Area and (iv) all retention areas and drainage facilities constructed in the Community Area, and (v) CBUs. A map of the Community Area is attached as Exhibit C. Further details on maintenance of Community Area, as well as a more detailed Community Area map, are kept on file with the Association and/or property manager and can be obtained by an Owner upon request. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Community Area, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Community Area or any other portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the

Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of the Owner.

(b) In the event that Declarant or the Board determines that: (i) any Owner or Neighborhood Association has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, shall give such Owner or Neighborhood Association written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or Neighborhood Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Neighborhood Association to comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling, or, in the case of a Neighborhood Association, shall be added to and become a part of the assessments for all Owners within such Neighborhood Association and shall become a lien against such Owners' Lots or Dwellings. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

5.03 Midwood Terrace Townhomes. Within Midwood Terrace Townhomes, the Association shall maintain and keep in good repair the following: (i) seasonal weekly mowing of lawns on Lots, which shall include string trimming around residence, landscape borders and utilities; (ii) addition of new mulch once a year (if applicable); (iii) two (2) yearly cleanups of the landscaping installed by the Declarant; (iv) irrigation on Lots, controlled by the Association; (v) fertilization with four (4) seasonal applications; (vi) snow removal of driveways and front sidewalks; (vii) painting of exterior trim as required; and (viii) mailboxes.

5.04 Declarant Control. During the period of Declarant Control, the Declarant, Developer, and Association are not required to cut or regularly mow any grass, weeds, or vegetation in the Community Areas and, further, are not required to apply fertilizer or herbicide or irrigate the Community Areas. In addition, Declarant, Developer, and the Association are not required to treat or maintain any ponds or other storm water facilities prior to the period of Declarant Control expiring. The Owners understand and acknowledge that during the start-up period of a community, the assessments may not be sufficient to fully fund all planned activities of the Association, and the Association is entitled to cutback on planned activities until the assessments collected from Owners excluding Declarant are sufficient to fund such planned activities.

5.05 Declarant Lots. Declarant is not required to cut or mow any grass, weeds, or other vegetation on any Lots while they are owned by Declarant.

ARTICLE VI

CASUALTY LOSSES

6.01 Damage or Destruction to Community Area. Immediately after the damage or destruction by fire or other casualty to all or any part of the Community Area covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such

insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Community Area, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five percent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied or as one lump sum payment, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Community Area damaged or destroyed by fire or other casualty shall be cleared and the Community Area left in a clean, orderly, safe, and slightly condition.

6.02 Insurance. The insurance which may be carried upon the Community Area and personal property shall be governed by the following provisions:

(a) Authority to Purchase. All insurance policies upon the Community Area and personal property shall be purchased by the Association for the benefit of the Members of the Association. If the insurance companies issuing said policies agree, such policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners, the Association, the Members thereof and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Association and held as part of the records of the Association.

(b) Policies to be Secured by the Association. The policies to be secured by the Association are as follows:

(1) Casualty. The buildings and other insurable improvements upon the Community Area and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including, but not limited to, vandalism, malicious mischief, windstorm, and water damage;

(2) Errors and Omissions. Public liability, officers, directors and employees liability for errors and omissions, and Property damage in such amounts and such forms as may be required by the Association.

(3) Workmen's Compensation. Workmen's Compensation policy to meet the requirements of law.

(4) General Liability. Liability insurance to cover liabilities of the Association.

(c) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Community Expenses.

(d) Beneficiary of Policies. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds payable as a result of losses thereunder shall be paid to the Association. Proceeds received from insurance policies shall be used by the Association to repair or replace the Property damaged. In the event the proceeds are insufficient, the Association may levy assessments to cover such deficiency.

(e) Disposal of Proceeds. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance after payment of all costs of the reconstruction or repair for which the proceeds of the policies were received, such balance shall be retained by the Association and regarded as miscellaneous revenue to the Association.

(f) Insurance Adjustments. Each Member shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association.

6.03 Midwood Terrace Townhomes. The terms and conditions in Paragraph 6.03 only apply to Midwood Terrace Townhomes. By virtue of taking title to a Dwelling subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners within Midwood Terrace Townhomes and with the Association that each individual such Owner shall carry blanket all-risk casualty insurance on the Dwellings and structures constructed thereon, unless the Association carries such insurance, which it is not obligated to do. Each individual Owner further covenants and agrees that in the event of any loss of damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration. Each Owner shall also obtain a public liability policy covering the Dwelling within Midwood Terrace Townhomes owned by such Owner and shall name the Association and all of its members as additional insureds for all damages or injury caused by the negligence of such Owner. The public liability insurance policy shall have at least Three Hundred Thousand Dollar (\$300,000.00) single person limit as respects to bodily injury and property damage, a Five Hundred Thousand Dollar (\$500,000.00) limit per occurrence and a Two Hundred Thousand Dollar (\$200,000.00) minimum property damage limit.

(a) All policies shall be written with a company licensed to do business in Indiana and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating, and shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member to be furnished to the Association.

(b) All policies on Dwellings shall be for the benefit of the Dwelling Owners and their Mortgagees as their interests may appear in Midwood Terrace Townhomes. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

(c) Exclusive authority to adjust losses under policies in force on Dwellings in Midwood Terrace Townhomes shall be vested in the Association; provided, however, no Mortgagee having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall any insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with the construction.

(f) The Association and the Owner shall be required to make every reasonable effort to secure insurance policies that will provide the following:

- (1) A waiver of subrogation by the insurer as to any claim against the Association, the Owners and their respective tenants, servants, agents, and guests;
- (2) A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (3) That no policy obtained by the Association may be canceled, invalidated, or suspended on account of any one or more individual Owners;
- (g) That no policy obtained by the Association may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or Mortgagee;
- (h) That any "other insurance" clause in any policy exclude Association and individual Owner's policies from consideration; and
- (i) That no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association.
- (j) Each individual Owner further covenants and agrees that in the event of any loss of damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration. A decision not to rebuild or reconstruct shall under no circumstances relieve or discharge an Owner from the obligation to pay Assessments to the Association.
- (k) Proceeds of insurance policies shall be paid to the Association to be disbursed as follows:
- (i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repair or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction or, in the event no repair or reconstruction is made, shall be disbursed to the affected Owner or Owners and their Mortgagee(s) as their interests may appear. This is a covenant for the benefit of any Mortgagee of a Dwelling and may be enforced by such Mortgagee.
- (ii) If it is determined, as provided for in Section 2 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for in Section 3.a. of this Article V.
- (l) Damage and Destruction Procedures.
- (i) Immediately after the damage or destruction by fire or other casualty or any part of a Dwelling, the Association, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Dwellings to substantially the same condition in which they existed prior to the fire or other casualty.
- (ii) Any damage or destruction shall be repaired or reconstructed unless by a vote of at least three-fourths (3/4) of all Members within Paired Cottages at the Grove entitled to vote (not three-fourths (3/4) of a quorum) a decision is made within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension

shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(iii) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Dwelling shall be restored to its natural state by the Owners thereof and maintained as an undeveloped portion of the Property by the Association in a neat and attractive condition.

(m) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Association shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owner or Owners of Dwellings within Midwood Terrace Townhomes affected by such damage or destruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

6.04 Midwood Terrace Estates. The terms and conditions in Paragraph 6.04 only apply to Midwood Terrace Estates. In the event of damage or destruction by fire or other casualty to any Lots or Dwellings, and in the further event that either the Owner of such Lot or Dwelling responsible for the repair and replacement of such elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly, safe, and slightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling, or other improvements, such Owner shall repair or rebuild such Lot, Dwelling, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building, and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VII **CONDEMNATION**

7.01 Condemnation of Community Area. Whenever all or any part of the Community Area shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Association (which conveyance may only occur with the approval of Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development), the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Community Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five percent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Community Area which are available therefore, in accordance with the plans approved by the Board, the Architectural Control Committee, and by Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, or as a lump sum payment, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Community Area, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association.

(c) If the taking or sale in lieu thereof includes all or any part of a Lot, Dwelling or Neighborhood and also includes any part of the Community Area, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners of any Lot, Dwelling or Neighborhood taken for their interest in such Lot, Dwelling or Neighborhood; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board, (ii) the Owners of all Lots, Dwellings or Neighborhoods wholly or partially taken or sold, together with the Mortgagees for each such Lot, Dwelling or Neighborhood, and (iii) Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

7.02 Condemnation of Lots, Dwellings or Neighborhoods.

(a) In the event that all or any part of a Lot, Dwelling or Neighborhood is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Lot, Dwelling or Neighborhood Association responsible for the maintenance and repair of such Lot, Dwelling or Neighborhood, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Lot, Dwelling or Neighborhood and any remaining undamaged improvements thereon in a clean, orderly, safe, and slightly condition. In addition, if the size or configuration of such Lot, Dwelling or Neighborhood remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe, and slightly condition referred to above, of deeding the remaining portion of the Lot, Dwelling or Neighborhood to the Association (at no cost to the Association) as a part of the Community Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

(b) In the event that any part of a Lot, Dwelling or Neighborhood is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Lot, Dwelling or Neighborhood Association responsible for the maintenance and repair of such Lot, Dwelling or Neighborhood elects to restore the remainder of the Lot, Dwelling or Neighborhood, such Owner making such election shall restore such remainder of such Lot, Dwelling or Neighborhood as nearly as practicable to the same condition it was in prior to such taking or conveyance and in accordance with all applicable standards, restrictions, and provisions of this Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

ARTICLE VIII **ADMINISTRATION**

8.01 Community Area. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Community Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Furthermore, the Association may be responsible for maintaining dedicated areas if such maintenance is required by the applicable governmental authority. Except to the extent otherwise required by the provisions of the laws of Indiana relating to nonprofit corporations, this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners.

8.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the laws of Indiana relating to nonprofit corporations, this Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the laws of Indiana, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the laws of Indiana, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot or Dwelling, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one (1) or more Lots and/or Dwellings to hold, lease, mortgage, sell, and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Community Expense or by billing directly to Lots and Dwellings, to furnish trash collections, water, sewer, and/or security service for the Community Area and/or the Lots, Dwellings, and Neighborhoods. Notwithstanding the foregoing provisions of this Section 8.02 or any other provisions of this Declaration to the contrary, for so long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Community Area.

8.03 Agreements. Subject to the prior approval of Declarant for so long as Declarant shall have the right to appoint the Board pursuant to Section 4.06 hereof, all agreements and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development; and in performing its responsibilities hereunder, the Association, through the Board, shall have the authority to delegate to persons if its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Community Expense. During the term of such management agreement, such manager may, if authorized by the Board, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board shall determine, and may be bonded in such a manner as the Board may require, with the cost of acquiring any such bond to be a Community Expense. In addition, the Association may pay for, and the Board may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the rules and regulations of the Association.

8.04 Management Agreement. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board provided, however, that if the Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall be terminable by the Association without cause at any time after the Transfer Date and shall not require the payment of any penalty by the Association and shall not require advance notice of termination of more than ninety (90) days. Any management fees incurred pursuant to this Section 8.04 shall be paid from the assessments collected pursuant to Article IX hereof.

8.05 Personal Property and Real Property for Common Use. The Association, through action of the Board, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The undivided interest of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot or Dwelling.

8.06 Rules and Regulations. The Association, through the Board, may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Neighborhoods and Community Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration and are attached as Exhibits I and K.

8.07 Indemnification. The Association shall indemnify every officer and director of the Association against any and all expenses, including court costs and reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a Community Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

ARTICLE IX

COVENANTS FOR MAINTENANCE ASSESSMENTS

9.01 Creation of the Lien and Personal Obligations. Each Owner of a Dwelling or Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling or Lot owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association such assessments as are levied pursuant to the provisions of this Declaration and the By-Laws of the Association. Such assessments, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling or Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling or Lot at the time when the same fell due.

9.02 Purpose of Assessments; Creation of the Lien and Personal Obligations. Each Owner of a Dwelling or Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling or Lot owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association such assessments as are levied pursuant to the provisions of this Declaration and the By-Laws of the Association. Such assessments, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling or Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling or Lot at the time when the same fell due. The assessments for Community Expenses levied by the Association (or by Declarant acting on its behalf pursuant to Section 4.05(c) hereof) shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to the use and enjoyment of the Community Area, (ii) for the making of repairs, replacements and additions to the Community Area, and defraying the cost of labor, equipment, and material required for the maintenance of the Community Area, (iii) for seasonal weekly mowing of lawns on Lots, which shall include string trimming around residence, landscape borders and utilities; (iv) seasonal monthly edging of driveways and sidewalks; (v) addition of new mulch once a year (if applicable); (vi) two (2) yearly cleanups of the landscaping installed by the Declarant; (vii) irrigation on Lots, controlled by the Association; (viii) fertilization with four (4) seasonal applications; (ix) snow removal of alleys and front sidewalks; (x) painting of trim as required; (xi) maintain and repairing mailboxes and (xii) in general for carrying out the duties of the Board as set forth in this Declaration and the By-Laws of the Association, including Section 5.02(b); and for carrying out the purposes of the Association as stated herein and in its Articles of Incorporation.

9.03 Assessment Procedures.

(a) Preparation of Estimated Budget. Each year after Declarant Control has expired on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials,

insurance, services, fees, supplies and other items which, in the judgment of the Board, will be required to be provided to the Association or required to meet the Association's obligations during the ensuing calendar year to effect the purposes of the Association, a copy of which estimated budget shall be provided to all Owners at least thirty (30) days prior to its adoption by the Board. The annual budget shall take into account any estimated net operating income or deficit which may result from the operation of the Community Area during such year and income from user charges to be received pursuant to Section 9.03 hereof. During the period of Declarant Control, any deficits in the annual budget shall be paid by the Declarant, but after the period of Declarant Control has expired, any and all deficits shall be addressed by the Owners. Said "estimated cash requirement" shall be allocated among and assessed to Members in accordance with the provisions of Section 9.06 hereof. The Board shall give written notice, mailed or delivered, to each Owner no less than ten (10) and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of any proposed budget or any increase or establishment of an assessment.

The portion of the budget for the maintenance provided by the Association to the Estates at Midwood Terrace Estates Neighborhood shall be included in the assessments and divided equally among the Owners within the Midwood Terrace Estates Neighborhood. The portion of the budget for the maintenance provided by the Association to the Midwood Terrace Townhomes Neighborhood shall be included in the assessments and divided equally among the Owners within the Midwood Terrace Townhomes Neighborhood. The assessments to the Owners in the Midwood Terrace Estates Neighborhood and Midwood Terrace Townhomes Neighborhood will differ based on the additional services provided to the respective Neighborhood by the Association.

(b) Date Payments Due. As specified by the Board, each Member shall be personally obligated to pay, in the manner prescribed by Sections 9.07 and 9.08, such Member's annual assessment, together with all user charges incurred by such Member during the preceding year. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied as an adjustment to the installments under the current year's estimate falling due after the amount of such net shortage or excess for the preceding year has been determined.

(c) Commencement of Assessments. The assessments provided for herein shall commence for the Dwelling or Lots within the Property upon the conveyance by the Declarant of the Dwelling or Lot to a third party for occupancy, except as otherwise provided in Section 9.03(d) hereof. The Board shall fix the amount of the assessment against each Dwelling or Lot at least thirty (30) days in advance of each assessment period and in lieu thereof, the amount of the prior year's assessment shall be the fixed amount. An Owner shall first be liable for payment of the assessment on the date of the conveyance of title to him, prorated through the end of the calendar year. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Dwelling or Lot have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.

(d) Assessment on Declarant-Owned Lots. With regard to any Lots or Dwellings owned by Declarant, no assessment respecting any such portion of the Property shall be imposed upon such Lots or Dwellings, provided, however, that in the event Declarant enters into a lease or installment contract for any Dwelling, then Declarant shall be responsible for the payment of assessments on such Dwelling on the same basis as any other Owner as provided in Section 9.06 hereof.

(e) Adjustments to Estimated Budget. If any "estimated cash requirement" proves inadequate for any reason, the Declarant shall fund any operating deficiencies until the Association is turned over. Upon turnover of the Association, the Association will be professionally managed and the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Members shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(f) Failure to Prepare Annual Budget. The failure or delay of the Board to prepare an annual or an adjusted estimated budget shall not constitute a waiver or release in any manner of any Member's obligation to pay his share of the estimated cash requirement as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, each Member shall continue to pay the monthly charge at the then existing monthly rate established for the previous record.

9.04 Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 9.03, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Community Area, and the necessary fixtures and personal property related thereto; provided, however, that, except for special assessments which shall not exceed in any one (1) year the sum of Five Hundred Dollars (\$500.00) per assessed Dwelling or Lot, any such special assessment shall first be approved at a meeting of the Members by the affirmative votes of the Members at a meeting called and held in accordance with the provisions of Section 9.06. The provisions of this Section 9.04 shall not limit the power of the Board, without such prior approval, to levy assessments to reconstruct, replace or restore any portion of the Community Area. In addition, at the time the initial sale of each Dwelling is closed, the purchaser of the Dwelling shall pay to the Association an amount equal to an annual assessment to be deposited into an account (the "Working Capital Reserve") to be applied and used for start-up costs and as a working capital fund in connection with the initial operation of Community Area and for future working capital needs. Such payment shall not be deemed a prepayment of the annual assessments. Notwithstanding anything contained herein to the contrary, the Declarant shall not be responsible for the payment of any special assessments or contributions to any Working Capital Reserve. The Developer with regard to any portion of the Property shall have the same rights and obligations as the Declarant as contained in this Section 9.04 with regard to any Lots owned or controlled by such Developer.

9.05 Specific Assessments. Any other expenses benefiting less than all of the Lots and/or Dwellings shall be specifically assessed equitably among all of the Lots and/or Dwellings that benefited. Any other expense occasioned by the conduct of less than all of those entitled to occupy the Lots and/or Dwellings or by occupants, licensees or invitees of any such Lot and/or Dwelling shall be specifically assessed against the Lot and/or Dwelling, conduct of any occupant, licensee, or invitee of which occasioned any such expense.

9.06. Notice and Quorum. Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Section 9.04 hereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast at least thirty percent (30%) of all the votes shall constitute a quorum; provided, that if Members entitled to cast thirty percent (30%) of all votes do not attend, a second meeting may be called with the same notice requirements as herein provided, except that the quorum therefor shall be reduced to Members entitled to cast ten percent (10%) of all votes.

9.07 Allocation of Assessments Among Members. Both annual and special assessments shall be allocated among the Members by apportioning to each Member an amount equal to that proportion of the total assessment which the number of Unit Memberships held by such Member within a Neighborhood bears to the total number of Unit Memberships in the respective Neighborhood. Communitywide expenses shall be shared equally among all Members. In the event Neighborhood Associations exist, each Neighborhood Association shall be responsible for collecting on behalf of the Association all assessments due the Association from Members whose Dwellings or Lots are subject to assessment by such Neighborhood Association. In the event no Neighborhood Association is in existence, then the payment of such assessments shall be made directly by each Member to the Association. The portion of the budget for the maintenance provided by the Association to the Midwood Terrace Estates Neighborhood shall be included in the assessments and divided equally among the Owners within the Midwood Terrace Estates Neighborhood. The portion of the budget for the maintenance provided by the Association to the Midwood Terrace Townhomes Neighborhood shall be included in the assessments and divided equally among the Owners within the Midwood Terrace Townhomes Neighborhood. The assessments to the Owners in the Midwood Terrace Estates Neighborhood and Midwood Terrace Townhomes Neighborhood will differ based on the additional services provided to the respective Neighborhood by the Association.

9.08 Payment of Assessments.

(a) Each such Member shall pay the assessment levied by the Association to the Association upon demand.

(b) Upon written demand of an Owner or a Mortgagee at any time, the Association shall furnish such Owner or Mortgagee a written dated certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Dwelling or Lot. Such Certificate shall be conclusive evidence of payment of any assessments theretofore levied and not stated therein as unpaid.

(c) The Declarant or Board may provide that the assessments may be paid in full the first day of the calendar year until otherwise provided.

9.09 Nonpayment of Assessments.

(a) Any installment of an assessment which is not paid to the Association within fifteen (15) days after the due date shall be delinquent and a late charge of Fifteen Dollars (\$15.00) shall be added to it. The assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum and the Association may bring an action against the Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action; and the Association may enforce and foreclose any lien it has or which may exist for its benefit.

(b) No Member shall be relieved of personal liability for the assessments and for other amounts due as provided herein by nonuser of the Community Area or abandonment or transfer of ownership of his Dwelling or Lot, provided that upon transfer of ownership of a Dwelling or Lot, the transferor shall not be responsible for assessments accruing after the date of transfer.

(c) The lien of the assessments provided for in Section 9.01 hereof shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the earlier of the date the holder of said mortgage takes possession of the Dwelling or Lot, accepts a conveyance of any interest in the Dwelling or Lot or has a receiver appointed in a suit to foreclose his lien. Such taking of possession, conveyance or appointment shall not relieve the holder of said mortgage from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Except for the foregoing, the lien for assessments provided for in Section 9.01 shall not be affected by any sale or transfer of a Dwelling or Lot.

9.10 Closing Costs/Working Capital.

(a) TO BE DETERMINED

ARTICLE X
COMMUNITY AND NEIGHBORHOOD ARCHITECTURAL STANDARDS

10.01 Use of Lots and Dwellings. Except as permitted by Section 10.03 hereof, each Lot and Dwelling shall be used for residential purposes only, for single-family occupancy and no trade or business of any kind may be carried on therein, except as provided for by ordinance by the Municipality, if any. No more than one (1) Dwelling shall be located on any Lot, except for those Lots upon which multi-family structures are constructed. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. The use of a Dwelling or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owner's employees, trustees, agents, clients, or customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic.

10.02 Architectural Standards and Procedures.

(a) Purposes. To establish and preserve a harmonious and esthetically pleasing appearance within the development and to follow the anti-monotony policy of the Development, Declarant hereby declares that all improvements on Lots, including Dwellings, shall be subject to the Architectural Standards adopted by the Declarant from time to time. Every grantee of an interest in the Development by acceptance of the deed or other conveyance of such interest agrees to be bound by the provisions in this Section 10.02.

(b) Architectural Control Committee. Declarant shall establish an Architectural Control Committee to administer the Architectural Standards, and the Architectural Control Committee shall be appointed by Declarant. The Architectural Control Committee shall administer the Architectural Standards and discharge their duties in their discretion, and, in so doing, the decisions of the Architectural Control Committee shall be final in all respects. Costs and expenses incurred by the Architectural Control Committee shall be a Community Expense paid by the Association as part of the responsibility of the Association. The Board of Directors shall adopt fee schedules to defray the costs and expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, surveyors, engineers, inspectors, attorneys, and other parties retained in accordance with this Declaration.

(c) Architectural Standards. Declarant is hereby authorized to adopt from time to time architectural standards, use regulations, guidelines and policies which would govern and be administered by the Architectural Control Committee and which are hereinafter collectively referred to as Architectural Standards. The Architectural Standards shall control such matters of Lots or Dwellings, including fencing, external materials, exterior staff, exterior care, exterior maintenance, location and landscaping of Lots; the contents of applications for the Architectural Control Committee; submission of plans, specifications and other required information; building height, construction quality and minimum building area restrictions; and such other matters as Declarant shall deem from time to time to be necessary, desirable or appropriate for proper discharge of the duties and responsibilities of Declarant and the Architectural Control Committee. The Architectural Standards shall be administered by the Architectural Control Committee and enforced by the Declarant. Any such Architectural Standards adopted by the Declarant shall be binding and enforceable on all Owners with respect to all improvements located or proposed to be located within the portion of the Property specifically bound by same, which shall require the approval of the Architectural Control Committee, except as otherwise provided in the Declaration. It is contemplated that several versions of Architectural Standards will be adopted that may vary from Neighborhood to Neighborhood or among the portions of the Property, providing differing requirements among portions of the Development. The Architectural Standards shall contain a section listing the Lots in the Property bound by same. Declarant shall have the right, sole and absolute discretion, either upon its own initiative or upon application by an Owner, to act through the Architectural Control Committee and grant a variation from the Architectural Standards established by Declarant or any restriction contained in this Declaration, provided the variation is in harmony with the Development and the variation will not have a material and detrimental impact on the remaining portions of the Development, in the sole discretion of Declarant, provided that single family detached Dwellings with the same building elevation shall not be constructed next to, across the street, or catty-corner from another Dwelling with like building elevations. Each Neighborhood has specific Architectural Standards and the initial Architectural Standards that are adopted by Declarant and binding all Owners are attached hereto as Exhibits H, J and L.

10.03 Fences. Fences are permitted in the Midwood Terrace Estates Neighborhood and prohibited in the Midwood Terrace Townhomes Neighborhood. The installation of any type of fencing and any remodeling or additions to Dwellings requires a building permit from the Municipality prior to construction.

10.04 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, Neighborhoods, Community Area, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under

this Section 10.04 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

10.05 Signs. An Owner may display only temporary but tasteful "For Sale" signs, not to exceed six (6) square feet. In addition, a political sign may be displayed upon the Owner's Dwelling or Lot beginning thirty (30) days before the date of an election and ending five (5) days after the date of an election to which the political sign relates. A political sign refers only to a sign advocating: (i) the election or defeat of one or more candidates for nomination or election to a public office; (ii) support for or opposition to a political party or a political party's candidates, or (iii) the approval or disapproval of a public question. Further, a political sign may not be larger than what is commonly displayed during election campaigns within residential yards. Further, an Owner may not display more than a reasonable number of signs, and the Community Association determines that a reasonable number of signs are three (3). A political sign may be displayed in the window of the Owner's Dwelling or Lot or on the grounds that is part of the real estate that comprises the Owner's Dwelling or Lot. The Community Association may remove any signs considered in violation of this covenant.

10.06 Antennas, Satellite Dishes. Radio, television, transmission and reception antenna may not be installed on the roof of a Dwelling. All antennas must be installed within the attic of a Dwelling unless prior written approval is obtained from the Architectural Control Committee. Satellite dishes may not be installed on the front elevation or front portion on the roof of a Dwelling to be visible from the adjacent road and sidewalks, and satellite dishes may not be installed in the front yard of a Lot. Satellite dishes less than one meter in diameter may be installed on the rear elevation to the extent not visible from the adjacent road and sidewalks. Satellite dishes less than one meter in diameter may be discreetly installed in the ground in a rear yard, in the rear portion of the side yard, to the rear elevation of the Dwelling or to the side elevations of the Dwelling (closer to the rear elevation than the front elevation). Notwithstanding the foregoing, satellite dish installation is subject to the ordinances of the County and FCC regulations.

10.07 Appearance.

(a) All equipment, garbage cans, woodpiles, or storage piles shall be kept, screened or stored so as to conceal them from the view of neighboring Lots and streets. All rubbish, trash or garbage shall be regularly removed from all Lots and shall not be allowed to accumulate on the Lots within the Development.

(b) No Owner shall burn or permit the burning of garbage or other refuse. No Owner, or builder or contractor for such Owner, shall dump construction debris, dirt, sand, trash or rubbish on any Lot, street or other area on the Development. Each Owner shall be responsible for the appropriate removal of all such construction debris, dirt, sand, trash and rubbish, Declarant shall not have any liability or responsibility therefor.

(c) Trash receptacles shall only be left out on days of pickup (or the evening before) and shall promptly be returned to a place out of view after pick up.

10.08 Existing Trees. Owners shall not remove any existing, living (healthy) trees on the Lots without the prior written permission of the Architectural Control Committee. If an Owner wants to remove an existing tree on their Lot, he or she shall give prior written notice to the Architectural Control Committee, who shall approve or disapprove the request within a reasonable time. In the event of an emergency that threatens life or property, the Owner may take appropriate action without notice to the Architectural Control Committee, provided that it gives notice to the Architectural Control Committee as soon as possible of its actions and provides to the Architectural Control Committee sufficient evidence of the emergency justifying such action without notice. A replacement ratio may apply for any trees that are removed, meaning the Architectural Control Committee may require two trees be installed for removal of the existing.

10.09 Mailboxes. Notwithstanding paragraph 5.01(b), in the event individual mailboxes are installed, all mailboxes shall be in conformity with the quality and style and location requirements of the Architectural Control Committee. Mailboxes with excessive patterns are prohibited. No novelty mailboxes in the shape of fish, birds, dogs, cats, animals, planes, trains, vehicles, sports equipment, balls, houses, or other objects or themes shall be permitted.

10.10 Parking restrictions. No tractor, motor home, trailer, boat, camper, etc. shall be permitted to be parked on any Lot or anywhere on the Development for more than forty-eight (48) hours unless in a garage. It is the intent of the Declarant to restrict parking of the above-mentioned vehicles to the garages upon the Lots and to further restrict vehicular parking on or upon the Development to the automobiles regularly used by the Owners. No Owner shall repair or restore any vehicle of any kind upon any Lot, street, alley, right of way or other thoroughfare except for emergency repairs and except within enclosed garages.

10.11 Renting or Leasing. Notwithstanding anything to the contrary herein, at least eighty-five (85%) percent of the Dwellings shall be Owner occupied. Owner occupancy includes ownership by an immediate family member of at least one person residing in the Dwelling or a trust of which the occupant is settlor, grantor, trustee or beneficiary. As long as one Dwelling satisfies the definition of Owner occupancy, the adjacent Dwelling may be used to support independent living arrangements for the residents in the other Dwelling. No renting or leasing of the Dwellings to a third party for income shall be permitted except in the case of (i) hardship as defined in this paragraph and (ii) acquisition of a Dwelling by a lender through foreclosure, deed in lieu of foreclosure or similar proceedings, which in both cases the Owner shall be entitled to lease the Dwelling for residential purposes. Hardship is defined as a personal or financial situation that without allowing renting or leasing of a Dwelling significant financial harm shall occur to the Owner. The Owner must inform the Association of the specific circumstances of the hardship, and provide the Association with a copy of the lease. All lease or rental agreements must be in writing, and they shall be immediately provided to the Association. Dwellings shall not be leased for an initial term of less than one year, nor for less than thirty (30) days for any term thereafter.

10.12 Erosion Control. Owners shall be responsible for complying with all laws and regulations with respect to erosion control during construction on the Development, and shall be obligated to comply with all requirements or recommendations of the Division of Soil Conservation of the Indiana Department of Resources, regarding the installation and maintenance of erosion/sediment control facilities and practices during the construction period on the Development. Without in any way limiting the generality of the foregoing, the Owner shall be obligated for the installation and maintenance of (a) perimeter erosion and sediment controls, (b) curb inlet protection, (c) drop inlet protection, (d) temporary downspout extenders, and (e) gravel driveways/entrances after the completion of the foundation, from the public street curb to the foundation. The gravel driveway/entrance shall be installed at a minimum twelve foot (12') width, over a stable subgrade with six inches (6") of coarse aggregate (INDOT CA NO. 2) adding stone as needed from time to time to maintain a six inch (6") clean depth.

10.13 Responsibilities of the Owner During Construction. The Owner is responsible for the removal of any and all debris including but not limited to excess soil from excavation and construction materials on the Lot. No soil or debris shall be allowed on any roads or streets at any time. Every Owner shall require its builder to comply with these requirements which shall be specified in the contract. If the Owner or builder does not correct any of the above conditions, the Declarant, after notification, may correct the condition and charge the Owner fair market value for the work performed.

10.14 Fines for Violations of Declaration. The Associations Board shall determine violations of Article X and Article XI. The Owners and Members consent to the Board making such determination in the assessment of a Fifty (\$50.00) Dollar per day fine for violations of Article X and Article XI, and the Owners and Members consent to the Association recording lien against the Owner or Member's Lot and/or Dwelling to collect such fines. The following procedure shall govern the imposition of fines: (i) the Association shall given written notice of violation of Article X, XI or this Declaration; (ii) if the Owner or Member does not respond within ten (10) days of the receipt of the notice of violation, the Owner or Member shall deemed to have agreed with such determination; (iii) if the Owner or Member objects to such notice of violation, it shall provide all written evidence as to why such act or omission does not constitute a violation of Article X, Article XI or this Declaration within ten (10) days of receipt of the notice of violation; (iv) the Board shall consider all written evidence submitted by the Owner or Member and shall make a written final determination thereon within reasonable time after receipt of the Owners or Member's written material; (v) the Association through the Board of directors shall respond to an Owner's or Member's objection, in writing, with a final determination on the issues; and (vi) if the Owner or Member does not adhere to the Association's initial determination or final determination, if applicable, the Association shall be entitled to levy a fine against the Owner or Member, not exceeding Fifty (\$50.00) Dollars per day for as long as the violation of Article X, Article XI or this Declaration continues.

10.15 Registered Sex Offenders. No person may occupy a Dwelling, whether as Owner, Occupant, Lessee, or member of the household, licensee or regular guest whose name is on any state or federal sex offender registry. If this provision is violated, the Association shall give notice to the Owner that such occupancy is in violation of this paragraph. The Owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. If the violation of this paragraph continues after notice by the Association, the Association shall have the following remedies: (i) assessing a fine of One Hundred Dollars (\$100.00) per day after it has provided notice and an opportunity to cure against the Owner which lien shall be paid by the Owner and the Association can lien the Dwelling to recover the fine and proceed with foreclosure on the lien, if necessary; (ii) the Association may enforce this paragraph by seeking injunctive relief from a court of competent jurisdiction with all parties acknowledging that there is no adequate remedy at law, and the Association will suffer irreparable harm; or (iii) the Association may purchase the Dwelling at a price equal to ninety percent (90%) of the price that the Owner paid to purchase the Dwelling with the right to enforce this option by obtaining appropriate relief from court of competent jurisdiction and the Owner shall be responsible for all legal costs and expenses in enforcing the repurchase option, and the Association shall resell the Dwelling in a commercially reasonable manner and any net proceeds realized by the Association after paying and recovering all Association costs and expenses shall then be paid to the previous Owner.

ARTICLE XI **RULE MAKING**

11.01 Rules and Regulations. Subject to the provisions hereof, the Board may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Neighborhoods, and the Community Area and facilities located thereon. In particular but without limitation, the Board may promulgate from time-to-time rules and regulations which shall govern activities which may, in the judgment of the Board, be environmentally hazardous to any wetland or other areas. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation is specifically overruled, canceled, or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant shall have the right to appoint the Board pursuant to Section 4.06 hereof.

11.02 Authority and Enforcement. Subject to the provisions of Section 11.03 hereof, upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners or Occupants of which are guilty of such violation, (ii) to suspend an Owner's right to vote in the Association, or (iii) to suspend an Owner's right (and the right of such Owner's family, guest, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of the recreational facilities located in the Community Area, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owner or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

11.03 Procedure. Except with respect to the failure of an Owner to pay assessments or a fine not in excess of \$50 per day, the Board shall not impose a fine in excess of \$50 per day, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Development for violations of the Declaration, the By-Laws, or any rules and regulations of the Association, unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:
 - (i) The alleged violation;
 - (ii) The action required to abate the violation; and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and

(iv) The proposed sanction to be imposed.

(c) The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

11.04 Fines for Violations of Architectural Standards and Use Restrictions. The Association's Board shall determine violations of Article IX, X and Rules and Regulations. The Owners and Members consent to the Board making such determination and the assessment of a \$50.00 per day fine for violations of Article IX, X and Rules and Regulations and consent to the Association recording a lien against the Owner's or Member's Lot or Dwelling to collect such fines. The following procedure shall govern the imposition of fines: (i) the Association shall give written Notice of Violation of Article IX, X and Rules and Regulations adopted by the Board of Directors; (ii) if the Owner or Member does not respond within ten (10) days of receipt of the Notice of Violation, the Owner or Member shall be deemed to have agreed with such determination; (iii) if the Owner or Member objects to such Notice of Violation, it shall provide all written evidence as to why such act or omission does not constitute a violation of Article IX, X and Rules and Regulations within ten (10) days of receipt of the Notice of Violation; (iv) the Board shall consider all written evidence submitted by the Owner or Member and shall make a final determination thereon within fifteen (15) days of receipt of the Owner's or Member's written material; (v) the Association, through the Board of Directors, shall respond to an Owner's or Member's objection in writing with a final determination on the issue; (vi) if the Owner or Member does not adhere to the Association's initial determination or final determination, if applicable, the Association shall be entitled to levy a fine against the Owner or Member, not exceeding \$50.00 per day from the date the violation began for as long as the violation of Article IX, X or Rules and Regulations continues.

ARTICLE XII **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Property. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.01 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Dwelling on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Dwelling subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Dwelling of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

12.02 Amendments to Documents.

(a) The consent of Members representing at least sixty-seven (67%) percent of the votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first Mortgages on sixty-seven (67%) percent of the Dwellings subject to a Mortgage held by an eligible holder, shall be required to terminate the Association for reasons other than substantial destruction or condemnation. Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Members as specified above and the eligible holders of first Mortgages on fifty-one (51%) percent of the Dwellings subject to Mortgages held by such eligible holders.

(b) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the eligible holders of first Mortgages on Dwellings to which at least fifty-one (51%) percent of the Dwellings subject to Mortgages held by such eligible holders are allocated.

(c) Except as provided in Article XIII, the consent of Members representing at least sixty-seven (67%) percent of the votes and of the Declarant, so long as it owns any land subject to this Declaration, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association and the approval of eligible holders of first Mortgages on fifty-one (51%) percent of the Dwellings subject to a Mortgage held by an eligible holder to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Community Area;

(iv) insurance or fidelity bonds;

(v) rights to convey the Community Area;

(vi) responsibility for maintenance and repair of the Properties;

(vii) expansion or contraction of the Property or the addition, annexation, or withdrawal of Property to or from the Association (other than by Declarant as provided in Article II of this Declaration);

- (viii) boundaries of any Lot;
- (ix) leasing of Lots;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Dwelling;
- (xi) establishment of self-management by the Association where professional management has been required by an eligible holder; or
- (xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders; guarantors, or insurers of first Mortgages on Dwellings.

12.03 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Community Area which the Association owns, directly or indirectly, except as otherwise provided herein;
- (b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Dwelling (decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Property regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);
- (c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the maintenance of Dwellings and of the Community Area;
- (d) fail to maintain insurance, as required by this Declaration; or
- (e) use hazard insurance proceeds for any Community Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Community Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

12.04 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Dwelling in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of the Community Area.

12.05 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Dwelling.

12.06 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which negate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes. Copies of any amendments to this Declaration, except those enacted by the Declarant, shall be furnished to the Owners.

12.07 Failure of Mortgagee to Respond. Any Mortgagee who receives notice of and a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association

does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, with a return receipt requested.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Control by Declarant. Notwithstanding any other language or provision to the contrary in this declaration, in the Articles of Incorporation, or in the by-laws of the Association, Declarant hereby retains the right to appoint and remove any member or members of the Board and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove trustees and officers of the Association in accordance with the foregoing provisions of this Section 13.01 and the provisions of Section 8.01. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 13.01, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots or Dwellings, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

13.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Recorder, without the approval of any Owner or Mortgagee. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 13.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself.

13.03 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 Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, 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 Dwellings, (iii) to correct clerical or typographical errors in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations or (v) to make any other amendment to the Declaration that does not materially affect an Owner's right to use and enjoy his or her Lot and/or Dwelling. 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, lease, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling 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 to make Special Amendments hereunder shall terminate on the date Declarant no longer has the right to appoint all directors of the Board pursuant to Section 4.06 hereof.

13.04 Litigation. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage owned), and seventy-five percent (75%) of Owners (other than the Developer or builder) of the individual Lots have given their prior written approval, the Owners shall not be entitled to commence any class-action or other collective action against the Developer, Declarant, or any other persons acting on behalf of or in association with Developer or Declarant in connection with the development of the Property or this Declaration. Any such action shall proceed in accordance with Section 13.05 of this Declaration. No lawsuit is permitted in any circumstance against the Declarant and Developer.

13.05 Arbitration. Excluding (a) any suit by the Association to collect Assessments under Article IX; (b) any suit by the Association to obtain a temporary restraining order to enforce the provisions of Article X; and (c) arbitration conducted by the Board under Article X, any and all claims, disputes and controversies by and between the Association, an Owner, Developer, Declarant, Managing Agent or any other party connected in any way to the Association, or any combination of the foregoing, arising from or related to the Property, the Association, any improvements to the Property, the sale of any Dwelling on the Property, including, without limitation, any claim of breach of contract, negligence, negligent or intentional misrepresentation or non-disclosure in the inducement, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealings, shall be submitted to arbitration by and pursuant to the rules of JAMS (hereinafter JAMS) in effect at the time of the request for arbitration or by such other arbitration service as Declarant shall, in its sole discretion select, and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration. This arbitration agreement shall inure to the benefit of, and be enforceable by all successors and assigns of the parties. Any party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing this arbitration agreement, and the arbitrator shall have sole authority to award such fees and costs. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. This arbitration agreement shall be deemed to be a self-executing arbitration agreement. Any disputes concerning interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues and any defense based on waiver, estoppel or laches shall be decided by the arbitrator. The initiation of or participation by any party in any judicial proceedings concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and notwithstanding provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration agreement. Any party who shall commence a judicial proceeding concerning a dispute that is arbitrable, however, shall also be deemed a party requesting arbitration within the meaning of this arbitration agreement. The arbitrator's compensation shall be borne equally by the arbitrating parties. Any additional fees may be assessed in accordance with the arbitration rules and fees. Parties expressly agree that this arbitration agreement involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 USC §1 *et seq.*) now in effect as the same may from time to time be amended, supplanted or replaced, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any local law, ordinance or judicial rule may be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rule shall govern the conduct of the proceedings. If any provision of this arbitration agreement shall be determined by arbitrator or by any court to be (i) non-enforceable or (ii) have been waived, the remaining provision shall be deemed to be severable therefrom and enforceable according to their terms.

13.06 Enforcement. Each Owner shall comply strictly with the By-laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set both in this Declaration and in the deed or other instrument of conveyance to his Lot or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief and/or any other remedy available at law or in equity such actions to be maintainable by Declarant, the Board on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No delay, failure, or omission on the part of Declarant, the Association, or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws, or any rules and regulations of the Association, however long continued.

13.07 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date of recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial thirty (30) year period or the last year of any ten (10) year renewal period, eighty-five percent (85%) of the total votes of the Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be duly filed, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with such property, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents.

13.08 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the Governor of Indiana and the President of the U.S.

13.09 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and *given* that interpretation or construction which, in the opinion of Declarant or the Board, will best affect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of its filing for record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Indiana.

13.10 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

13.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

13.12 Notice of Sale, Lease, or Mortgage. In the event an Owner sells, leases, mortgages, or *otherwise* disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

13.13 No Trespass. Whenever the Association or Declarant and their respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

13.14 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots or Dwellings. All notices to the Association shall be delivered or sent in care of Declarant at the following address:

Midwood Terrace Community Association, Inc.
8051 Wicker Ave., Suite A
St. John, Indiana 46373

or to such other address as the Association may from time to time notify the Owners. The notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association. All notices are deemed delivered when delivered by hand or when deposited in the United States mail.

13.15 Declarant's Rights. All Declarant's Rights shall be mortgageable, pledgeable, assignable or transferable. The Declarant shall have the right to assign some or all of the Declarant Rights reserved or granted hereunder to Declarant, subject to the following:

(a) Declarant may assign to a Person which acquires title to a portion of the Property the non-exclusive right to exercise some or all of the Declarant Rights, subject to such terms, conditions and limitations as the Declarant shall deem appropriate, in their discretion.

(b) If Declarant conveys all of the Additional Property owned by it to a Person, then the Declarant shall no longer have the right to exercise any Declarant Rights and the person which acquires such portions of the Additional Property from Declarant may become the successor to the Declarant and, if so, shall have the right to exercise all Declarant Rights hereunder, subject to any assignments previously made by the Declarant permitted hereunder.

(c) Any Declarant Rights may be collaterally assigned by the Declarant to a lender which makes a development or construction loan to Declarant with respect to a portion of the Additional Property.

(d) Except as provided in Section 13.15 hereof, no transfer of Declarant rights shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Office of the Recorder.

13.16 Termination. No termination of the Association and/or this Declaration shall be effective unless all of the Community Area maintained by the Association has been conveyed to the Municipality.

13.17 Disclaimer of Other Entities. Owner and the Association acknowledge and understand that their relationship is with the Declarant, pursuant to the written terms of this Declaration, and no other entity notwithstanding anything to the contrary in advertising, promotional or other materials. Owner and the Association acknowledge that they have no claim against any entity including affiliates, subsidiaries, parents or otherwise under common control of Declarant, and Owner and the Association waive and release any such claims, if any.

13.18 Disclaimer of All Warranties. Declarant hereby disclaim and exclude any and all warranties, expressed or implied (including, without limitation, any implied warranty of habitability, merchantability, quality or fitness for particular purpose), with respect to the Property, Community Areas, the Lots and the Dwellings. The Association and any Owner knowingly agree to waive any and all rights that they may have pursuant to the implied warranty of habitability. The Association and Owners acknowledge and agree that the sole warranties that apply to the Property, Community Areas, Lots and Dwellings are solely contained within the purchase agreement for the acquisition of the Lot or Dwelling from the seller thereof.

IN WITNESS WHEREOF, _____, has caused its Corporate Seal to be affixed hereunto and has caused its name to be signed to these presents by its officer, this ____ day of _____, 2025.

By: _____
Its: _____

STATE OF INDIANA
COUNTY OF LAKE

I, _____, a Notary Public in and for County and State aforesaid, do hereby certify _____ as _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this _____ day of _____, 2025, in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____
Resident of _____ County

AFFIRMATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Greg A. Bouwer*

This Instrument Prepared by and after Recording Return to:
Greg A. Bouwer, Esq. (#16368-53), Koransky, Bouwer & Poracky, PC
425 Joliet Street, Suite 425, Dyer, IN 46311

EXHIBIT A

Legal Description of Property

Parcel 1: The southeast quarter of the southeast quarter of Section 4, Township 35 North, Range 6 West of the 2nd P.M. in Porter County, Indiana.

Parcel 2: The southwest quarter of the southwest quarter of Section 3, Township 35 North, Range 9 West of the 2nd P.M. in Porter County, Indiana, excepting therefrom: a parcel of land in the southwest quarter of the southwest quarter of Section 3, Township 35 North, Range 9 West of the 2nd P.M., described as: commencing at the northeast corner of said quarter-quarter section, thence south on said section line 200 feet; thence west parallel to the quarter-quarter section line 400 feet; thence north 200 feet to said quarter-quarter section line; thence east 400 feet to the point of beginning.

Parcel 3: A parcel of land in the southwest quarter of the southwest quarter of Section 3, Township 35 North, Range 9 West of the 2nd described as: commencing at the northeast corner of said quarter-quarter section, thence south on said section line 200 feet; thence west parallel to the quarter-quarter section line 400 feet; thence north 200 feet to said quarter-quarter section line; thence east 400 feet to the point of beginning.

EXHIBIT B
Additional Property

EXHIBIT C

Community Map

The Community Map highlights the different Neighborhoods, and the Architectural Standards in the following exhibits apply to the respective Neighborhood.

EXHIBIT D
BY-LAWS OF
MIDWOOD TERRACE COMMUNITY ASSOCIATION, INC.

ARTICLE I
PURPOSES AND POWERS

The Association shall be responsible for the general management and supervision of the Community Area and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the Nonprofit Corporation Act of the State of Indiana, which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II
OFFICES

2.01 Registered Office. The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Indiana as the Board of Directors may from time to time determine.

2.02 Principal Office. The principal office of the Association shall be initially maintained at 8051 Wicker Avenue, Suite A, St. John, Indiana.

ARTICLE III
MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION:
BOARD OF DIRECTORS OF THE ASSOCIATION

3.01 Incorporation. The terms and provisions of Article IV of the Declaration of Covenants, Conditions and Restrictions for The Grove Community are incorporated into Article III of the Bylaws as if fully set forth herein.

3.02 Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

3.03 Vacancies on the Board. Vacancies in the Board, other than as a result of removal pursuant to Paragraph 3.07 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by the remaining members of the Board or by the Members present at the next annual meeting or at a special meeting of the Members called for such purpose.

3.04 Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

3.05 Removal of Board Members. Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

3.06 Meeting of the Board. At the initial meeting the Board shall elect its officers to serve until the first annual meeting of the Board which shall be held immediately following the first annual meeting of the Members and at the same place. All subsequent annual meetings of the Board shall be held without other notice than provided in the By-Law immediately after and at the same place, or other place, as the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

3.07 Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President.

ARTICLE IV **POWERS OF THE BOARD**

4.01 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Community Area;
- (c) subject to Section 4.04(b) below, to engage the services of a manager or managing agent who shall manage and operate the Community Area;
- (d) to formulate policies for the administration, management and operation of the Community Area;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Community Area, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair and replacement of the Community Area and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Community Area and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such Lots which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided; and
- (i) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Owners by the articles of incorporation, the Declaration or these By-Laws.

4.02 Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the Community Area (other than for purposes of replacing or restoring portions of the Community Area, subject to all the provisions of the Declaration) or to those portions of the Dwellings as set forth in Section 5.01 of the Declaration having a total cost in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the Members.

4.03 Rules and Regulations: Management

(a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management. The Declarant or the Board shall engage the initial management organization under contracts expiring not later than ninety (90) days after the date the Initial Meeting of Association is held ("Transfer Date"). Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board provided, however, that if the Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall be terminable by the Association without cause at any time after the Transfer Date and shall not require the payment of any penalty by the Association and shall not require advance notice of termination of more than ninety (90) days. Any management fees incurred pursuant to this Section 4.03(b) shall be paid from the assessments collected pursuant to Article V hereof.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

4.04 Liability of the Board of Directors. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to his proportionate share of the total liability thereunder.

ARTICLE V
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

All Owners shall maintain, occupy and use their Lots, Dwellings and the Community Area only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VI
COMMITTEES

6.01 Board Committees. The Association shall have two (2) committees, one is designated the Midwood Terrace Townhomes Committee ("Townhomes Committee") and one is designated the Midwood Terrace Estates Committee ("Estates Committee"). The Townhomes Committee consists only of those Owners appointed by the Board who own a Lot within the Neighborhood designated Midwood Terrace Townhomes. The Estates Committee consists only of those Owners appointed by the Board who own a Lot within the Neighborhood designated Midwood

Terrace Estates. These committees shall determine the issues, make recommendations with respect to issues only affecting its Neighborhood, with the Board making the final decision with respect to those issues. Further the Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall consist of one (1) or more directors; said 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 the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

6.02 Special 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 Members, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the Board's judgment the best interests of the Association shall be served by such removal.

6.03 Term. Each member of the committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

6.04 Chairman. One (1) member of each committee shall be appointed chairman.

6.05 Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

6.06 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.

6.07 Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE VII **INTERIM PROCEDURE**

Until the Initial Meeting of the Members, the Declarant (or its designee) may appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE VIII **AMENDMENTS**

These By-Laws may be amended or modified from time to time by an instrument signed by those Members entitled to cast fifty-one percent (51%) of the total votes in the Association. Such amendments shall be recorded in the Office of the Recorder.

ARTICLE IX **DEFINITION OF TERMS**

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to which these By-Laws are attached to the extent such terms are defined therein.

EXHIBIT E
Community Area

EXHIBIT F

Community Rules and Regulations

1. **ANIMALS AND CONTROL OF PETS.** If any animal may, in the sole discretion of the Board of Directors or its designated committee, make an objectionable amount of noise, endanger the health of the occupants of other Dwellings, or otherwise constitute a nuisance or inconvenience to the Owner of other Dwellings, such animal shall be removed upon the request of the Board of Directors or its designated committee. If the Owner of such animal fails or refuses to honor such request, the animal may be removed at the direction of the Board of Directors. An Owner's failure to remove fecal matter or other solid waste left in any common area by an animal owned by an occupant of such Owner's Dwelling (or their guests or invitees) shall be conclusively deemed to be a nuisance, and shall subject such Owner to such reasonable penalties as may be determined by the Association, including without limitation, upon repeated violations, the removal of such animal as described above. The cost and expense of any removal of an animal under this Section shall be the sole responsibility of the Owner of the Dwelling where the animal was kept (or was brought by a guest or invitee). In the event that such Owner fails to reimburse the Association for such cost and expense within twenty-one (21) days after the Association's demand for reimbursement, such cost and expense shall become part of the annual assessment against such Dwelling, and the amount of such cost or expense assessed against such Dwelling shall not be counted or considered in determining whether a maximum assessment has been made against such assessed Dwelling. When a pet is outside of the Owner's Dwelling, it must be under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from (i) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently, (ii) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees, or (iii) otherwise constituting a nuisance or inconvenience to the Owner(s) of any other Dwelling; all of the foregoing as determined by the Association. Any pet identified by the Association as a potentially dangerous animal constituting an unreasonable risk or threat to any other Owner or as to other Owners generally, whether or not such risk or threat is deemed immediate or imminent, or as to the family, guests or invitees of any Owner or other Owners generally, whether due to the type, kind or species of such animal, or its size, natural proclivities or inherent nature, or as a result, whether in whole or in part, of the known tendencies, habits, disposition or history of such animal, or as a result of the manner in which such animal generally is supervised and controlled by its owner, or for any combination of any of the foregoing reasons, shall be subject to such further restrictions or control as the Association may in its absolute discretion deem appropriate, which further restrictions or control may include, without limitation, any one or more of the following additional requirements: (a) constant restraint of the animal by means of a cage, chain, leash or other means deemed appropriate and approved by the Association at all times while such animal is outside an Owner's Dwelling, even while such animal is in the area of such Owner's Dwelling within a fence; (b) limitations on the time periods or durations that such animal is permitted to be outside of its Owner's Dwelling; (c) prohibiting the animal to be outside a Dwelling at any time without its Owner present; or (d) permanent removal of the animal from the Property.

2. **COMMUNITY AREA AMENITIES.** No person shall use the Community Area amenities, or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Community Area amenities to members of the Association and their respective families, guests, invitees and servants.

3. **ACTIVITY.** No noxious, offensive or illegal activity shall be carried on in or on any Dwelling, Lot or Community Area, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

4. **VEHICLE USE.** No motorized vehicles shall be permitted to be driven on any pathways, sidewalks, trails, or other paved or aggregate surfaces that are located on any part of a Lot, Community Area, or outlet within the Development. A motorized vehicle is permitted on a private street, fire lane, or alleyway only for the purpose of gaining access to a garage unit but is otherwise prohibited in those areas, and is subject to further rules and regulations of the Association. Usage of motorized vehicles on any public streets shall conform to and be regulated by state and local municipal laws and ordinances. Parking is expressly prohibited on private streets, fire lanes, or

alleyways at any time, and the Association shall have the right to tow, at the owner's expense, any vehicles not in compliance with this Section.

EXHIBIT G

Fence Requirements

The styles of fence shown below are allowed around the side and rear yard of lots that are not adjacent to municipal parks, Community Area parks, and/or ponds. The requirement is to have a tan or white polyvinyl fence or black powder coated aluminum fence. The three (3) styles of polyvinyl fence allowed here are the shadow box (board on board) style (Figure A), the ornamental style (Figure B), and the tongue and groove style (Figure C). The style of the black powder coated aluminum fence is shown in Figure D. The fence cannot exceed six (6) feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.



Figure A



Figure B



Figure C



Figure D

The ornamental style fence is shown in Figure D above. The fence is allowed around the side and rear yard of lots that are adjacent to municipal parks, Community Area parks, and/or ponds. The requirement is to have a white or tan polyvinyl fence or black powder coated aluminum fence. The fence cannot exceed four (4) feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.

Reference the Architectural Standards for additional fencing requirements and restrictions.

EXHIBIT H

Architectural Standards for Midwood Terrace Estates Applicable Lot List: Lots _____

1. Dwelling Height. No Dwelling shall contain more than two stories, nor shall any such Dwelling have a building height in excess of thirty (30) feet.

2. Building and Lot Quality.

(a) General. Every Dwelling shall be located and in accordance with the applicable governmental building and zoning codes and with such additional specifications and standards as may be required by the Architectural Control Committee after all construction plans and specifications (including, but not limited to those for grading and site work, excavation, and specifications showing the nature, kind, shape, heights, materials, color scheme, location, elevations and approximate cost of all Dwellings), along with a staked survey (showing the elevations of all corners of the Lot), have been submitted to, and approved in advance in writing by, the Architectural Control Committee.

(b) All 1-story residential Dwellings shall have Living Space of 1,750 square feet, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(c) All 2-story Dwellings shall have Living Space of 1,950 square feet, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(d) Siding. Aluminum siding is prohibited.

(e) Roofs. All roofs on the Dwellings shall have a minimum pitch of five inches (5") of height to twelve inches (12") of run.

(f) Driveways. All driveways must be constructed of concrete except by special variance granted by the Architectural Control Committee.

(g) Sidewalks. Sidewalks are to be installed at the Lot owner's expense.

(h) Landscape. Each front yard shall have a minimum of four shrubs. Each Lot shall have two (2) 2-inch minimum diameter trees planted in the front yard of each Dwelling. Each front yard shall be landscaped with sod grass. Each side yard of a corner lot adjacent to the street shall also be landscaped with sod grass. Each side yard (except that of a corner lot) and backyard shall be landscaped with seed or sod grass. Each Owner, who has not commenced the construction of a residential structure on the Owner's Lot within six (6) months after the date of conveyance of title to the Lot to such Owner, shall clear, till and seed the Lot, and thereafter shall keep the Lot mowed and trimmed in a manner as required by the ordinances of the County except by special variance granted by the Architectural Control Committee. Notwithstanding any other provision herein to the contrary, the sod, seeding and landscaping shall be installed upon the earlier of (i) eight (8) months after issuance of a building permit for the Dwelling, subject to extensions only as made necessary by the weather, or (ii) thirty (30) days after the date of occupancy, subject to extensions only as made necessary by the weather. Any failure to complete the sod, seeding and landscaping will result in a One Hundred (\$100.00) Dollar per day fine that can be assessed by the Association against the Lot or Dwelling.

(i) Garage. All Dwellings shall have an attached garage which will house a minimum of two (2) standard size automobiles and shall be used only by the Owners, occupants, or their guests, and shall not be used for rental purposes.

(j) Sheds. No storage sheds are permitted on any Lot or Dwelling within the Development.

(k) Basketball Equipment. Permanent basketball equipment is permitted provided the backboard is clear acrylic, without any logos or advertisements and black metal poles are used. The pole/base of the basketball hoop must be cemented in the ground. A backboard or other basketball equipment shall not be attached to the Dwelling. Owners must provide the Board with a drawing of the proposed location, style and brand of the basketball equipment prior to installation, and all basketball equipment is subject to prior Board approval in writing prior to installation. Portable basketball equipment is prohibited. No use of any basketball equipment shall occur between 9:00 p.m. and 8:00 a.m.

(l) Pools. No above ground swimming pool shall be permitted on any Lot. All in-ground pools and related improvements shall comply with local ordinances. Notwithstanding anything in this Declaration to the contrary, all in-ground pools shall be fenced in, utilizing fencing as permitted by this Declaration that is placed immediately adjacent to the rear and side yard lot lines. In-ground pools may eliminate the fence requirement if the pool includes a state or municipal approved safety cover, if allowed by local ordinance. The plans for any inground swimming pools and fences shall be approved in writing by the Architectural Control Committee prior to any installation. The site plan with improvement drawings shall be provided to the Architectural Control Committee at least thirty (30) days prior to the intended commencement of work. A building permit shall be obtained from the County Building Department prior to any installation.

(m) Decks and Patios. Each Dwelling shall have either a (i) a deck or (ii) a patio on the rear elevation of the Dwelling. Each Owner shall complete the deck or patio within nine (9) months of the later of: (i) after the Owner closes on the Dwelling or Lot; or (ii) issuance of a certificate of occupancy for a Dwelling. The Architectural Control Committee may allow the installation of a deck or patio on a side elevation if necessary to accommodate for the characteristics of the Lot, but such variance shall be at the sole discretion of the Architectural Control Committee. Each Owner shall obtain a building permit from the Municipality to complete the deck or patio, and the minimum size shall be 10' x 10'. Decks may be constructed of composite material, cedar, or treated lumber. If the deck is constructed of cedar or treated lumber, cedar or treated lumber shall be stained in appropriate earth tone within thirty (30) days of installation and shall be re-stained at least every five (5) years thereafter. Railings and walls shall be constructed of appropriate materials and in compliance with all building codes. Patios may be constructed of concrete or brick pavers, both of which are installed upon appropriate base material. Owners shall not use the rear deck or patio for storage of any personal property items, toys, or lawn equipment, but Owners are allowed to have grills and patio furniture along with planters and other similar accessories on the deck or patio.

(n) Outdoor Structures. Pergolas, gazebos, or similar outdoor structures are prohibited.

3. Fencing requirements. Fencing shall be submitted to the Architectural Control Committee for approval, prior to any construction. Any fencing installed by an Owner shall be constructed pursuant to Exhibit G and only constructed around the side and rear yards of any Lot in the Development, and not within the front yard setback or a setback adjacent to a road, and subject to any other requirements of the Architectural Control Committee. Any fence installed on any Lots that are adjacent to Municipality parks and ponds within the Community Area shall be a maximum of four (4') feet tall and shall be an ornamental fence, as specified by the Architectural Control Committee and by the Association. See paragraph 2(l) Pools for specific fencing requirements, if applicable. The requirement is to have a white or tan polyvinyl fence or black powder coated aluminum fence. The Architectural Control Committee (ACC) may grant variances to Owners upon request, but in the sole discretion of the ACC.

Lots subject to a maximum of four (4') feet tall, ornamental fence are as follows: _____

Invisible pet fencing is permitted in the rear yard. Invisible fencing cannot extend past the front building line. On a corner lot, it cannot extend past the front or side front building line.

4. Architectural Control. No building, wall, improvement or other structure shall be commenced, erected or maintained on the Property and no exterior addition, change or alteration shall be made until the plans and

specifications, plot lay-out, exterior elevations and landscaping which shall show the nature, kind, shape, height, materials, and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and Lot lines by the Architectural Control Committee appointed by the Board of Directors of the Association. In addition, each Owner intending to build shall submit a resume as to the experience and financial responsibility of the proposed contractor who is to perform the work. This provision shall not apply to any construction or improvement made by the Declarant in connection with the development of the Property.

Neither the Association, nor the Architectural Control Committee, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plan on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and (e) the development of any property within the Properties. Any person submitting plans to the Architectural Control Committee shall hold the Association, the Architectural Control Committee, or any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

5. Approval Prior to Construction. No Dwelling or structure shall be commenced, erected, or maintained on any of the Property until the plans and specifications have been submitted to and approved by the Architectural Control Committee as provided in this Article. Declarant is not required to obtain approval from the Architectural Control Committee.

6. Fines for Violations of Declaration. The Associations Board shall determine violations of Article X and Article XI. The Owners and Members consent to the Board making such determination in the assessment of a Fifty (\$50.00) Dollar per day fine for violations of Article X and Article XI, and the Owners and Members consent to the Association recording lien against the Owner or Member's Lot and/or Dwelling to collect such fines. The following procedure shall govern the imposition of fines: (i) the Association shall give written notice of violation of Article X, XI or this Declaration; (ii) if the Owner or Member does not respond within ten (10) days of the receipt of the notice of violation, the Owner or Member shall deemed to have agreed with such determination; (iii) if the Owner or Member objects to such notice of violation, it shall provide all written evidence as to why such act or omission does not constitute a violation of Article X, Article XI or this Declaration within ten (10) days of receipt of the notice of violation; (iv) the Board shall consider all written evidence submitted by the Owner or Member and shall make a written final determination thereon within reasonable time after receipt of the Owners or Member's written material; (v) the Association through the Board of directors shall respond to an Owner's or Member's objection, in writing, with a final determination on the issues; and (vi) if the Owner or Member does not adhere to the Association's initial determination or final determination, if applicable, the Association shall be entitled to levy a fine against the Owner or Member, not exceeding Fifty (\$50.00) Dollars per day for as long as the violation of Article X, Article XI or this Declaration continues.

EXHIBIT I

Rules and Regulations for Midwood Terrace Estates

Applicable Lot List: Lots _____

1. Lot and Dwelling Standards. No change in the exterior appearance of a Dwelling, or the quality of the construction of a Dwelling, can be changed in any way whatsoever without the prior approval of the Architectural Control Committee. The prohibition of this provision shall include, but not be limited to, the following:

(a) The construction of any exterior addition to any Dwelling, or the construction of any temporary or permanent improvement or building on the lot on which the Dwelling is located.

(b) The reconfiguration of any existing structure of a Dwelling in any manner whatsoever.

(c) The use of any material on the exterior of any Dwelling or associated structures which is not identical to that which was provided as a part of the original construction, both in quality, color and other appearances. Exceptions to this rule may be made by the Architectural Control Committee, so long as the Architectural Control Committee shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Dwellings.

(d) The installation of any solar panels in any yard or attached to a residential structure.

(e) The erection of aerials, antennas, clotheslines, awnings, or other similar items or devices, except within an enclosed private courtyard in such a manner that they are not visible from any ground level location from the exterior.

(f) Storm doors and windows shall not be added to a Dwelling, except in accordance with written Association specifications.

(g) The use of inappropriate window coverings when viewed from the exterior of the Dwelling, as determined by the Architectural Control Committee. Standard colored drapes and blinds are permitted.

(h) The construction or placement of structures to house or restrain pets.

(i) No permanent bird baths, bird feeders, decorative animals, sun globes, flags, flag poles, statues, figurines, additional fencing, fountains, signs, awnings, landscape lights, name plates, pavers, plaques, rocks, thermometers, wind chimes, wishing wells, decorative ironworks and decorative lawn sprinklers, either attached to a structure or placed in the lawn and landscaping, shall not be permitted until prior written approval of the Architectural Control Committee has been obtained.

(j) The following items may be installed: (i) an address sign placed within the landscaping; (ii) one shepherd's hook with a hanging flower pot; (iii) plants and potted plants in the landscape area, front porch or rear patio (iv) an American flag attached to the Dwelling may be displayed; (v) a bench or chairs may be placed on the front porch; (vi) a wreath may be displayed on the front door.

(k) Rear patios may have acceptable patio furniture, umbrellas and grills, provided they are maintained in good condition.

(l) Holiday decorations may be installed one week before and after a holiday, with the exception of Christmas decorations which are permitted from Thanksgiving until one week after New

Year's Day. Decorations shall be removed at all other times. Decorations must be moderate and tasteful, as determined by the Board.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Dwelling in such a manner as to maintain at all times the uniformity of appearance of such Dwelling with all others in the community.

2. Animals and Control of Pets.

(a) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Dwelling; provided, however, dogs, cats or other household pets may be kept, not to exceed a total of two (2) such animals, provided they are not kept, bred or maintained for any commercial purposes. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. If any animal may, in the sole discretion of the Board of Directors or its designated committee, make an objectionable amount of noise, endanger the health of the occupants of other Dwellings, or otherwise constitute a nuisance or inconvenience to the Owner of other Dwellings, such animal shall be removed upon the request of the Board of Directors or its designated committee. If the Owner of such animal fails or refuses to honor such request, the animal may be removed at the direction of the Board of Directors. An Owner's failure to remove fecal matter or other solid waste left in any common area by an animal owned by an occupant of such Owner's Dwelling (or their guests or invitees) shall be conclusively deemed to be a nuisance, and shall subject such Owner to such reasonable penalties as may be determined by the Association, including without limitation, upon repeated violations, the removal of such animal as described above. The cost and expense of any removal of an animal under this Section shall be the sole responsibility of the Owner of the Dwelling where the animal was kept (or was brought by a guest or invitee). In the event that such Owner fails to reimburse the Association for such cost and expense within twenty-one (21) days after the Association's demand for reimbursement, such cost and expense shall become part of the annual assessment against such Dwelling, and the amount of such cost or expense assessed against such Dwelling shall not be counted or considered in determining whether a maximum assessment has been made against such assessed Dwelling.

(b) Control of Pets. Every person owning or having possession, charge, care, custody or control of any dog, cat or other uncaged pet shall keep such pet exclusively inside his Dwelling or inside the confines of such Owner's Dwelling; provided, however, that such pet may be outside of the Owner's Dwelling if it be under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from (i) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently, (ii) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees, or (iii) otherwise constituting a nuisance or inconvenience to the Owner(s) of any other Dwelling; all of the foregoing as determined by the Association. Any pet identified by the Association as a potentially dangerous animal constituting an unreasonable risk or threat to any other Owner or as to other Owners generally, whether or not such risk or threat is deemed immediate or imminent, or as to the family, guests or invitees of any Owner or other Owners generally, whether due to the type, kind or species of such animal, or its size, natural proclivities or inherent nature, or as a result, whether in whole or in part, of the known tendencies, habits, disposition or history of such animal, or as a result of the manner in which such animal generally is supervised and controlled by its owner, or for any combination of any of the foregoing reasons, shall be subject to such further restrictions or control as the Association may in its absolute discretion deem appropriate, which further restrictions or control may include, without limitation, any one or more of the following additional requirements: (a) constant restraint of the animal by means of a cage, chain, leash or other means deemed appropriate and approved by the Association at all times while such animal is outside an Owner's Dwelling, even while such animal is in the area of such Owner's Dwelling within a fence; (b) limitations on the time periods or durations that such animal is permitted to be outside of its Owner's Dwelling; (c) prohibiting the animal to be outside a Dwelling at any time without its Owner present; or (d) permanent removal of the animal from the Property.

3. Responsibility for Assessments and Compliance with Declaration. The Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Dwellings, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the Dwelling is occupied by the Owner or by an Occupant, and regardless of any agreement which such Owner may have with any such Occupant, tenant or subtenant.

4. Owners Obligation to Provide Information to the Association. All Owners shall advise the Association in writing of the names, residence addresses (if different from that of the Dwelling owned) and telephone numbers of all Owners, Occupants and all tenants, subtenants and other occupants; and the name, business address and telephone numbers of all Mortgagees of record on the Dwelling owned, and all such information provided in accordance herewith shall be updated in writing by each Owner within fifteen (15) days, upon the request of the Board of Directors.

EXHIBIT J

Architectural Standards for Midwood Terrace Townhomes Applicable Lot List: Lots _____

1. Dwelling Height. No Dwelling shall contain more than two stories, nor shall any such Dwelling have a building height in excess of thirty (30) feet.

2. Building and Lot Quality.

(a) General. Every Dwelling shall be located and in accordance with the applicable governmental building and zoning codes and with such additional specifications and standards as may be required by the Architectural Control Committee after all construction plans and specifications (including, but not limited to those for grading and site work, excavation, and specifications showing the nature, kind, shape, heights, materials, color scheme, location, elevations and approximate cost of all Dwellings), along with a staked survey (showing the elevations of all corners of the Lot), have been submitted to, and approved in advance in writing by, the Architectural Control Committee.

(b) All Dwellings shall have Living Space of 1,000 square feet, in finished condition, with an alley-loaded detached two-car garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(c) Siding. Aluminum siding is prohibited.

(d) Alleyways. All alleyways must be constructed of asphalt except by special variance granted by the Architectural Control Committee.

(e) Sidewalks. Sidewalks are to be installed at the Lot owner's expense.

(f) Landscape. Each front yard shall have a minimum of four shrubs. Each Lot shall have two (2) 2-inch minimum diameter trees planted in the front yard of each Dwelling. Each front yard shall be landscaped with sod grass. Each side yard of a corner lot adjacent to the street shall also be landscaped with sod grass. Each side yard (except that of a corner lot) and backyard shall be landscaped with seed or sod grass.

(g) Pools & Hot Tubs. Pools and hot tubs shall not be permitted.

(h) Basketball Equipment. Portable basketball equipment and in-ground installation or attaching to any residential structure of basketball equipment is strictly prohibited.

(i) Sheds. No storage sheds are permitted on any Lot or Dwelling within the Development.

(j) Solar Panels. Solar panel installation in any yard or attached to a residential structure is prohibited.

(k) Outdoor Structures. Pergolas, gazebos, or similar outdoor structures are prohibited.

3. Fencing requirements. No yard fencing is permitted on the Lots. Invisible pet fencing is permitted in the rear yard of the unit. Invisible fencing cannot extend past the front building line. On a corner lot, it cannot extend past the front or side front building line.

4. Architectural Control. No building, wall, improvement or other structure shall be commenced, erected or maintained on the Property and no exterior addition, change or alteration shall be made until the plans and specifications, plot lay-out, exterior elevations and landscaping which shall show the nature, kind, shape, height,

materials, and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and Lot lines by the Architectural Control Committee appointed by the Board of Directors of the Association. In addition, each Owner intending to build shall submit a resume as to the experience and financial responsibility of the proposed contractor who is to perform the work. This provision shall not apply to any construction or improvement made by the Declarant in connection with the development of the Property.

Neither the Association, nor the Architectural Control Committee, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any Owner or contractor who submits such plan on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and (e) the development of any property within the Properties. Any person submitting plans to the Architectural Control Committee shall hold the Association, the Architectural Control Committee, or any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorneys' fees incurred.

5. Approval Prior to Construction. No Dwelling or structure shall be commenced, erected, or maintained on any of the Property until the plans and specifications have been submitted to and approved by the Architectural Control Committee as provided in this Article. Declarant is not required to obtain approval from the Architectural Control Committee.

6. Fines for Violations of Declaration. The Associations Board shall determine violations of Article X and Article XI. The Owners and Members consent to the Board making such determination in the assessment of a Fifty (\$50.00) Dollar per day fine for violations of Article X and Article XI, and the Owners and Members consent to the Association recording lien against the Owner or Member's Lot and/or Dwelling to collect such fines. The following procedure shall govern the imposition of fines: (i) the Association shall give written notice of violation of Article X, XI or this Declaration; (ii) if the Owner or Member does not respond within ten (10) days of the receipt of the notice of violation, the Owner or Member shall deemed to have agreed with such determination; (iii) if the Owner or Member objects to such notice of violation, it shall provide all written evidence as to why such act or omission does not constitute a violation of Article X, Article XI or this Declaration within ten (10) days of receipt of the notice of violation; (iv) the Board shall consider all written evidence submitted by the Owner or Member and shall make a written final determination thereon within reasonable time after receipt of the Owners or Member's written material; (v) the Association through the Board of directors shall respond to an Owner's or Member's objection, in writing, with a final determination on the issues; and (vi) if the Owner or Member does not adhere to the Association's initial determination or final determination, if applicable, the Association shall be entitled to levy a fine against the Owner or Member, not exceeding Fifty (\$50.00) Dollars per day for as long as the violation of Article X, Article XI or this Declaration continues.

EXHIBIT K

Rules and Regulations for Midwood Terrace Townhomes Applicable Lot List: Lots _____

1. Lot and Dwelling Standards. No change in the exterior appearance of a Dwelling, or the quality of the construction of a Dwelling, can be changed in any way whatsoever without the prior approval of the Architectural Control Committee. The prohibition of this provision shall include, but not be limited to, the following:

(a) The construction of any exterior addition to any Dwelling, or the construction of any temporary or permanent improvement or building on the lot on which the Dwelling is located.

(b) The reconfiguration of any existing structure of a Dwelling in any manner whatsoever.

(c) The use of any material on the exterior of any Dwelling or associated structures which is not identical to that which was provided as a part of the original construction, both in quality, color and other appearances. Exceptions to this rule may be made by the Architectural Control Committee, so long as the Architectural Control Committee shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Dwellings.

(d) The erection of aerials, antennas, clotheslines, awnings, or other similar items or devices, except within an enclosed private courtyard in such a manner that they are not visible from any ground level location from the exterior.

(e) Storm doors and windows shall not be added to a Dwelling, except in accordance with written Association specifications.

(f) The use of inappropriate window coverings when viewed from the exterior of the Dwelling, as determined by the Architectural Control Committee. Standard colored drapes and blinds are permitted.

(g) The construction or placement of structures to house or restrain pets.

(h) No permanent bird baths, bird feeders, decorative animals, sun globes, flags, flag poles, statues, figurines, additional fencing, fountains, signs, awnings, landscape lights, name plates, pavers, plaques, rocks, thermometers, wind chimes, wishing wells, decorative ironworks and decorative lawn sprinklers, either attached to a structure or placed in the lawn and landscaping, shall not be permitted until prior written approval of the Architectural Control Committee has been obtained.

(i) The following items may be installed: (i) one shepherd's hook with a hanging flower pot; (ii) potted plants on the front porch or rear patio (iii) an American flag attached to the Dwelling may be displayed; (iv) a bench or chairs may be placed on the front porch; (v) a wreath may be displayed on the front door.

(j) Rear patios may have acceptable patio furniture, umbrellas and grills, provided they are maintained in good condition.

(k) Holiday decorations may be installed one week before and after a holiday, with the exception of Christmas decorations which are permitted from Thanksgiving until one week after New Year's Day. Decorations shall be removed at all other times. Decorations must be moderate and tasteful, as determined by the Board.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Dwelling in such a manner as to maintain at all times the uniformity of appearance of such Dwelling with all others in the community.

2. Animals and Control of Pets.

(a) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Dwelling; provided, however, dogs, cats or other household pets may be kept, not to exceed a total of two (2) such animals, provided they are not kept, bred or maintained for any commercial purposes. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. If any animal may, in the sole discretion of the Board of Directors or its designated committee, make an objectionable amount of noise, endanger the health of the occupants of other Dwellings, or otherwise constitute a nuisance or inconvenience to the Owner of other Dwellings, such animal shall be removed upon the request of the Board of Directors or its designated committee. If the Owner of such animal fails or refuses to honor such request, the animal may be removed at the direction of the Board of Directors. An Owner's failure to remove fecal matter or other solid waste left in any common area by an animal owned by an occupant of such Owner's Dwelling (or their guests or invitees) shall be conclusively deemed to be a nuisance, and shall subject such Owner to such reasonable penalties as may be determined by the Association, including without limitation, upon repeated violations, the removal of such animal as described above. The cost and expense of any removal of an animal under this Section shall be the sole responsibility of the Owner of the Dwelling where the animal was kept (or was brought by a guest or invitee). In the event that such Owner fails to reimburse the Association for such cost and expense within twenty-one (21) days after the Association's demand for reimbursement, such cost and expense shall become part of the annual assessment against such Dwelling, and the amount of such cost or expense assessed against such Dwelling shall not be counted or considered in determining whether a maximum assessment has been made against such assessed Dwelling.

(b) Control of Pets. Every person owning or having possession, charge, care, custody or control of any dog, cat or other uncaged pet shall keep such pet exclusively inside his Dwelling or inside the confines of such Owner's Dwelling; provided, however, that such pet may be outside of the Owner's Dwelling if it be under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from (i) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently, (ii) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees, or (iii) otherwise constituting a nuisance or inconvenience to the Owner(s) of any other Dwelling; all of the foregoing as determined by the Association. Any pet identified by the Association as a potentially dangerous animal constituting an unreasonable risk or threat to any other Owner or as to other Owners generally, whether or not such risk or threat is deemed immediate or imminent, or as to the family, guests or invitees of any Owner or other Owners generally, whether due to the type, kind or species of such animal, or its size, natural proclivities or inherent nature, or as a result, whether in whole or in part, of the known tendencies, habits, disposition or history of such animal, or as a result of the manner in which such animal generally is supervised and controlled by its owner, or for any combination of any of the foregoing reasons, shall be subject to such further restrictions or control as the Association may in its absolute discretion deem appropriate, which further restrictions or control may include, without limitation, any one or more of the following additional requirements: (a) constant restraint of the animal by means of a cage, chain, leash or other means deemed appropriate and approved by the Association at all times while such animal is outside an Owner's Dwelling, even while such animal is in the area of such Owner's Dwelling within a fence; (b) limitations on the time periods or durations that such animal is permitted to be outside of its Owner's Dwelling; (c) prohibiting the animal to be outside a Dwelling at any time without its Owner present; or (d) permanent removal of the animal from the Property.

3. Maintenance and Repair of Dwellings. Except as provided in Article V, of the Declaration, it is the Owners sole and exclusive responsibility to maintain and repair his and/or her Dwelling. The Association's responsibility shall include not only routine maintenance and care of these lawn and landscaped areas, but also the

replacement of grass, sod, and trees and shrubbery which were a part of the original landscaping. It shall also be the responsibility of the Association to provide water for lawns and repair the lawn irrigation system as needed. Furthermore, it shall be the Association's responsibility to repair or replace any grass, sodding, or landscaping which has been damaged or destroyed by the actions or omissions of any Owner but it shall be the responsibility of the responsible Owner to pay all costs associated therewith.

4. Insurance. As of the adoption of these Rules and Regulations by the Association, the Association has elected not to obtain casualty insurance on Dwellings in accordance with the provisions of Article VI of the Declaration. Accordingly, it is the sole and exclusive responsibility of each Owner of a Residential Unit to provide casualty insurance in accordance with the provisions of the Declaration. It is, therefore, the Owner's responsibility to be familiar with and comply with Article VI of the Declaration in every aspect. This obligation shall include, but not be limited to, the requirements that all casualty insurance be for the full replacement value, that the proceeds thereof be payable to the Insurance Trustee, and that all liability insurance policies show the Association and all Dwelling Owners as named insureds.

5. Minimum Heat. The minimum heat in every Dwelling shall not be less than sixty (60) degrees Fahrenheit. for the period of time from November 1 to April 15 each year.

6. Noise. Loud music or television or any other sound which may be objectionable to any other Owner or Occupant is prohibited at all times.

7. Car Washing. No car or other vehicle washing is permitted on any of the Dwellings in any manner which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawn or landscaped area.

8. Responsibility for Assessments and Compliance with Declaration. The Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Dwellings, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the Dwelling is occupied by the Owner or by an Occupant, and regardless of any agreement which such Owner may have with any such Occupant, tenant or subtenant.

9. Owners Obligation to Provide Information to the Association. All Owners shall advise the Association in writing of the names, residence addresses (if different from that of the Dwelling owned) and telephone numbers of all Owners, Occupants and all tenants, subtenants and other occupants; and the name, business address and telephone numbers of all Mortgagees of record on the Dwelling owned, and all such information provided in accordance herewith shall be updated in writing by each Owner within fifteen (15) days, upon the request of the Board of Directors.

10. Garages. Any garages that are on a residential unit shall at all times be available for use for parking vehicles and shall not be used for storage, recreation, or any other purpose. The garage space must always be available for use as parking and the Owners shall park all vehicles inside garages overnight. No commercial vehicles, motor homes, campers, trailers, boats of any kind, or trucks in excess of 3/4 of a ton capacity shall be parked at any time on any residential unit, except inside closed garages in a manner that shall allow the garage door to close entirely.