

AGENDA

VALPARAISO PLAN COMMISSION

Tuesday - August 14th, 2018
7:00 PM - City Hall Council Chambers

- I. Pledge of Allegiance**
- II. Roll Call**
- III. Minutes**
- IV. Old Business**
None

V. New Business

SP18-003 A petition filed by Sunshine Homes, Inc., 1091 White Lane, Chesterton, IN 46304. The petitioner requests approval of a secondary plat of Hatch Lake Subdivision, Phase II.

SP18-004 A petition filed by St. Paul Valparaiso, LLC c/o 1151 US 30, Robert Coolman. The petitioner requests approval of a secondary plat of St. Paul Square.

ZO18-001 The petitioner requests the approval of zoning ordinance text amendment Article 11, Division 11.600, Article, Article 2, Division 2.200, Uses by District and Article 18, Division 18.400 General Definitions.

SP18-005 A petition filed by Pepper Cove Development, LLC, 8051 Wicker Ave, Ste A, St. Johns, IN 46373. The petitioner request approval of a time extension on a Primary Plat for Pepper Cove Subdivision.

- VI. Staff Items
- VII. Adjournment

NEXT REGULAR PLAN COMMISSION MEETING:

SEPTEMBER 11TH 2018 - 7:00 PM – CITY HALL COUNCIL CHAMBERS, 166 LINCOLNWAY

****Requests for alternate formats please contact
Tyler Kent at tkent@valpo.us or 219-462-1161. ****

PETITION #: SP18-003
(staff use only)

**VALPARAISO PLAN COMMISSION
PETITION FOR PUBLIC HEARING**

The undersigned applicant respectfully petitions the City of Valparaiso Plan Commission:

(CHECK ALL THAT APPLY)

PUBLIC HEARING REQUIRED – See Items #8 and #9 in Application Checklist

- ☐ To rezone said property from the _____ zoning district to _____ zoning district
☐ To approve a Primary Plat
☐ To approve a Planned Unit Development (PUD)
☐ To approve a Major Planned Unit Development Amendment
☐ To annex property into the City of Valparaiso, Indiana – Checklist item #10
☐ To vacate alley
☐ To appeal the decision of the Plat Committee

NO PUBLIC HEARING REQUIRED

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

Please provide the following information:
(print or type)

Sunshine Homes Inc. 1091 White Willow Lane, Chester 219-405-9356
Owner of property Address Phone

Lori Devoreaux 219-405-9356 loridevoreaux@hotmail.com
Contact person Phone Email

Applicant is (check one): ☐ Sole Owner ☒ Joint Owner ☐ Tenant ☐ Agent ☐ Other

Rake Inc. 1091 White Willow Lane 219-405-9356
Petitioner Address Phone

Address or description of location of property: Phase 2 Hatch Lake
Maghera and Traemore Drive

Parcel/Tax Duplicate Number 64-09-22-101-002000-004 / 64-09-21-276
Subdivision (if Applicable) Hatch Lake
(055)
- 016.000
- 004

This property is located on the North side of Joliet Street/Road

between (streets) Hayes-Leonard and Tower Rd

Current Zoning of Property PUD Proposed Zoning of Property _____

Zoning of Adjacent Properties: North _____ South Res
East Res West Res Other _____

Other information:

Dimensions of property: Frontage 1,380' Depth 1,260'

Property Area (sq. ft./acres) 28.978

Present use of property:

Proposed use of property:

Single Family Homes

Proposed Variances or Waivers (PUD or Subdivision Plats)

Legal description for property: (Exhibit # _____)

Parcel of Land Located in the NE 1/4 of Sec. 21 and the

W 1/2 of the NW 1/4 of Sec. 22 and the SW 1/4 of Sec. 15,

Township 35 N, Range 6 W, City of Valparaiso, Center Twp.
Porter Co., IN

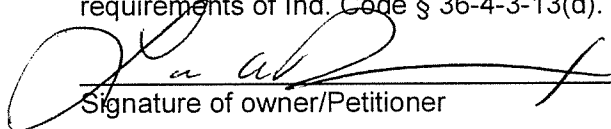
ALL OWNERS OF RECORD OF THE ABOVE-REFERENCED PROPERTY MUST SIGN THE PETITION FOR PUBLIC HEARING. The owner(s), by signing this Petition for Public Hearing, represent to the City of Valparaiso – Plan Commission, that he/she/it has the necessary legal authority to request action to be taken on the above-referenced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

PETITION FEES (CHECK ALL THAT APPLY)

☐ Rezoning:	\$150	
☐ Subdivision Primary Plat:	\$150 + \$10 per lot	___ Lots X \$10 = ___
☐ Subdivision Amendment	\$100 + \$5 per lot	___ Lots X \$5 = ___
☐ Planned Unit Development (PUD):	\$500 + \$10 per lot	___ Lots X \$10 = ___
☐ Major PUD Amendment	\$250 + \$5 per lot	___ Lots X \$5 = ___
☐ Minor Subdivision (Lot Split)	\$150	
☒ Subdivision Final Plat	\$100 + \$5 per lot	<u>55</u> Lots X \$5 = <u>\$375.00</u>
☐ Minor PUD Amendment	\$150	
☐ Annexation:	\$500 + Cost of Fiscal Plan***	
☐ Design/Architectural Approval	\$150	
☐ _____ Overlay District		
☐ Special Meeting Fee	\$1500	
☐ Text Amendment	\$250	
☐ Comprehensive Plan Amendment	\$250	
☐ Vacation	\$100	
☐ Plat Committee Appeal	\$200	

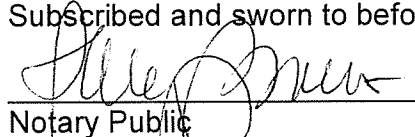
TOTAL FEE _____

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

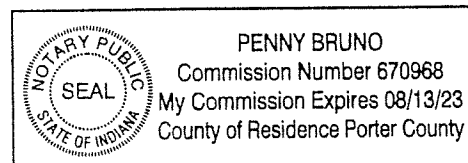
 _____ Date _____
Signature of owner/Petitioner

Lori A. Devereaux
Printed name

Subscribed and sworn to before me this 13th day of July, 2018.


Notary Public

My Commission Expires:



STAFF USE ONLY

Date received: _____

____ Names and addresses of property owners within 300 feet provided

____ Plot Plan attached

____ Legal Description provided

____ Petition filled out completely

Date approved for public hearing: _____ Date of public hearing: _____

Date legal notice mailed: _____ Date to be published: _____

Date property owner notices mailed: _____

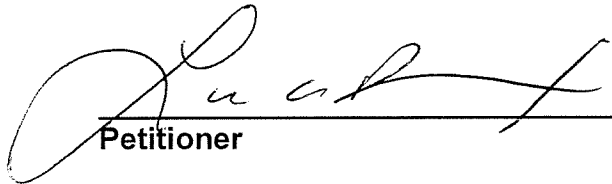
Additional information: _____

Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission Action)

Lori A. Devereaux being dully sworn upon his/her oath, being of sound mind and legal age deposes and states:

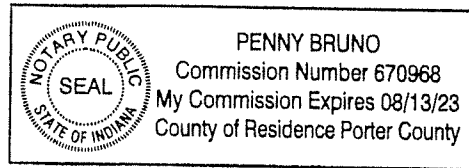
1. That he/she is the authorized Petitioner's Agent (agent, attorney, other – Please indicate) of the property described in the attached notice which an application for a Plan Commission action has been filed before the Plan Commission of the City of Valparaiso, Indiana.


Petitioner

Date

Subscribed and sworn to before me this 13th day of July, 2018.


Notary Public
My Commission Expires: _____

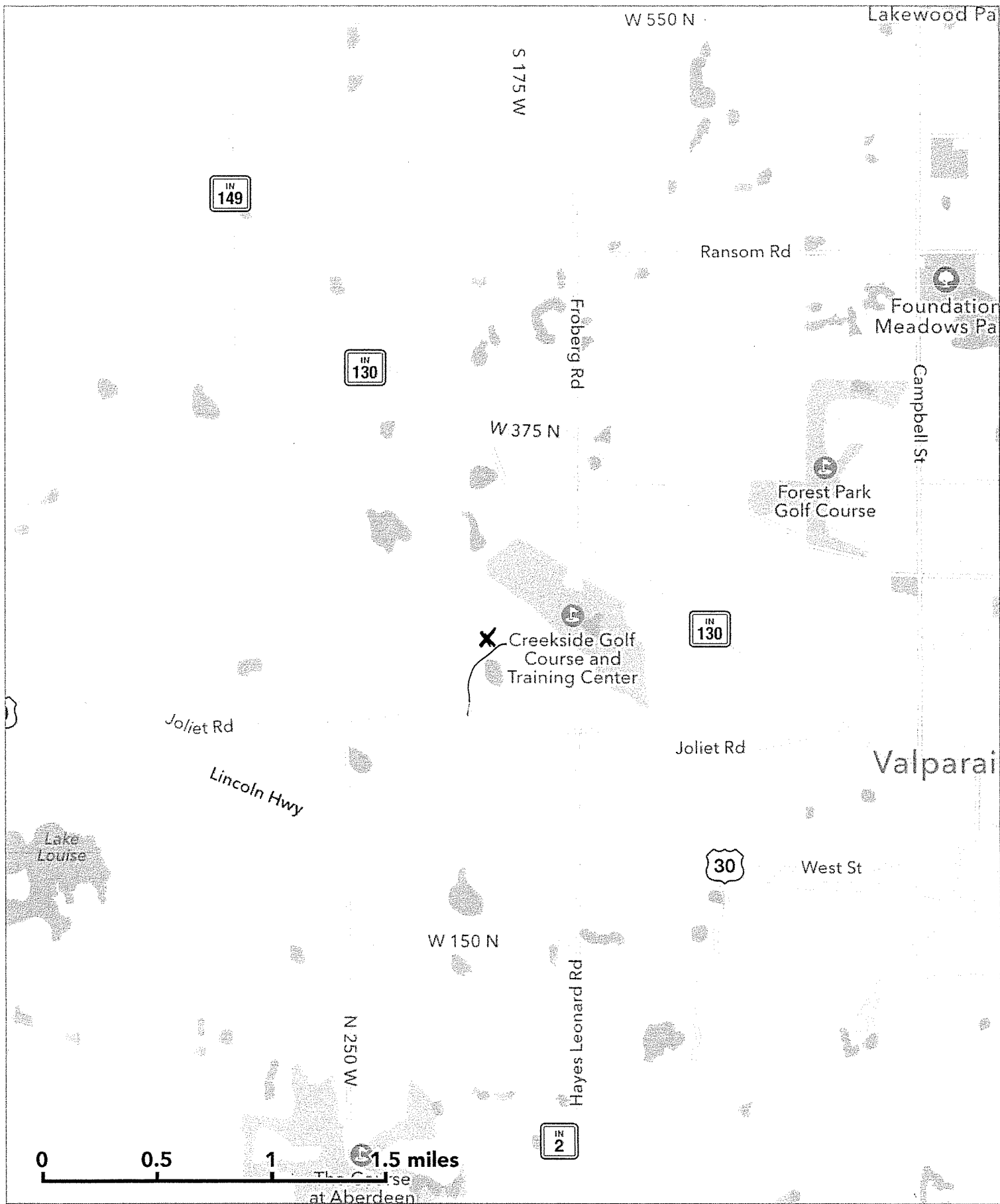




HATCH LAKE

VALPARAISO

HATCH LAKE SUBDIVISION IS LOCATED ON THE WEST SIDE OF VALPARAISO OFF JOLIET ROAD AND WAS PLATTED IN 2015 AND PHASE 1 WAS SECONDARY PLATTED IN 2016. WE NOW HAVE MORE THAN 25 HOMES BUILT AND ROADS JUST WENT IN FOR PHASE 2. WE HAVE 127 LOTS TOTAL, WITH 55 LOTS IN PHASE 2. WE ARE BUILDING ONLY SINGLE FAMILY HOMES AND PLAN TO BE BUILT OUT IN THE NEXT 3-4 YEARS. RAKE, INC. IS THE DEVELOPER AND SUNSHINE HOMES, INC. IS BUILDING ALL OF THE HOMES.



DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 21 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22 AND THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 6 WEST, CITY OF VALPARAISO, CENTER TOWNSHIP, PORTER COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE "POINT OF BEGINNING" OF SAID PARCEL OF LAND HEREIN DESCRIBED BEING A 5/8" IRON BAR WITH CAP MARKING THE NORTHERN MOST CORNER OF LOT 97 SHOWN ON HATCH LAKE - PHASE ONE SUBDIVISION PLAT RECORDED IN PLAT FILE 56-C-2 AND DOCUMENT NUMBER 2016-018565 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA; THENCE NORTH 30°01'05" WEST A DISTANCE OF 93.35 FEET; THENCE NORTH 20°02'28" WEST A DISTANCE OF 78.26 FEET; THENCE NORTH 10°03'50" WEST A DISTANCE OF 78.26 FEET; THENCE NORTH 09°20'18" WEST A DISTANCE OF 70.20 FEET; THENCE NORTH 75°43'46" WEST A DISTANCE OF 61.70 FEET; THENCE NORTH 65°01'00" WEST A DISTANCE OF 70.00 FEET; THENCE NORTH 24°59'00" EAST A DISTANCE OF 369.26 FEET; THENCE SOUTH 65°01'00" EAST A DISTANCE OF 71.44 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE NORTH 00°05'53" WEST ALONG THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 426.21 FEET TO A 1/2" IRON PIPE MARKING THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°27'48" WEST ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 460.71 FEET TO A 3/4" IRON PIPE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK AND WESTERN RAILROAD (FORMERLY THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD); THENCE SOUTH 53°51'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 785.19 FEET TO THE SOUTH LINE OF SAID SECTION 15; THENCE CONTINUING SOUTH 53°51'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 263.96 FEET TO A 5/8" IRON BAR WITH CAP; THENCE SOUTH 36°08'56" WEST ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET TO A 5/8" IRON BAR WITH CAP; THENCE CONTINUING SOUTH 53°51'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 368.17 FEET TO A 5/8" IRON BAR WITH CAP; THENCE ALONG THE SAID RIGHT-OF-WAY LINE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3610.00 FEET, AN ARC LENGTH OF 242.65 AND A LONG CHORD OF SOUTH 51°55'31" EAST-242.61 FEET TO A 5/8" IRON BAR WITH CAP ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00°03'48" EAST ALONG SAID EAST LINE (ALSO BEING THE WEST LINE OF SHAMROCK SUBDIVISION UNIT TWO RECORDED IN PLAT FILE 26-E-5A) A DISTANCE OF 140.65 FEET TO THE NORTHEAST CORNER OF O.S.-4, AS SHOWN ON SAID

HATCH LAKE - PHASE ONE SUBDIVISION PLAT; THENCE ALONG THE NORTHERN BOUNDARY OF SAID

HATCH LAKE - PHASE ONE SUBDIVISION PLAT THE FOLLOWING NINETEEN COURSES:

1. THENCE SOUTH 86°29'55" WEST A DISTANCE OF 119.24 FEET;
 2. THENCE SOUTH 81°32'14" WEST A DISTANCE OF 32.39 FEET;
 3. THENCE SOUTH 76°30'58" WEST A DISTANCE OF 72.73 FEET;
 4. THENCE SOUTH 69°34'01" WEST A DISTANCE OF 72.73 FEET;
 5. THENCE SOUTH 62°37'04" WEST A DISTANCE OF 72.73 FEET;
 6. THENCE SOUTH 55°40'06" WEST A DISTANCE OF 72.73 FEET;
 7. THENCE SOUTH 48°43'09" WEST A DISTANCE OF 72.73 FEET;
 8. THENCE SOUTH 41°46'12" WEST A DISTANCE OF 72.73 FEET;
 9. THENCE SOUTH 35°57'38" WEST A DISTANCE OF 65.68 FEET;
 10. THENCE SOUTH 53°32'11" WEST A DISTANCE OF 67.77 FEET;
 11. THENCE SOUTH 89°12'44" WEST A DISTANCE OF 113.05 FEET;
 12. THENCE NORTH 00°47'16" WEST A DISTANCE OF 4.41 FEET;
 13. THENCE SOUTH 89°12'44" WEST A DISTANCE OF 166.41 FEET;
 14. THENCE SOUTH 78°30'07" WEST A DISTANCE OF 71.68 FEET;
 15. THENCE SOUTH 45°04'21" WEST A DISTANCE OF 125.60 FEET;
 16. THENCE ALONG A CURVE, CONCAVE SOUTHWESTERLY, WHOSE ELEMENTS ARE: CENTRAL ANGLE OF 02°05'12", RADIUS OF 200.00 FEET, ARC LENGTH OF 7.28 FEET AND A CHORD THAT BEARS NORTH 45°58'15" WEST, 7.28 FEET;
 17. THENCE NORTH 47°00'51" WEST A DISTANCE OF 23.39 FEET;
 18. THENCE SOUTH 42°59'09" WEST A DISTANCE OF 178.56 FEET;
 19. THENCE NORTH 44°15'37" WEST A DISTANCE OF 187.18 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION
- CONTAINING 28.978 ACRES MORE OR LESS.

HATCH LAKE - PHASE TWO

CITY OF VALPARAISO, CENTER TOWNSHIP, PORTER COUNTY, INDIANA

SECTIONS 15, 21 & 22, TOWNSHIP 35 NORTH, RANGE 6 WEST

DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 21 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22 AND THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 6 WEST, CITY OF VALPARAISO, CENTER TOWNSHIP, PORTER COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE 'POINT OF BEGINNING' OF SAID PARCEL OF LAND HEREIN DESCRIBED BEING A 5/8" IRON BAR WITH CAP MARKING THE NORTHERN MOST CORNER OF LOT 97 SHOWN ON HATCH LAKE - PHASE ONE SUBDIVISION PLAT RECORDED IN PLAT FILE 56-C-2 AND DOCUMENT NUMBER 2016-018566 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA; THENCE NORTH 30°01'05" WEST A DISTANCE OF 93.35 FEET; THENCE NORTH 20°02'28" WEST A DISTANCE OF 78.26 FEET; THENCE NORTH 10°03'50" WEST A DISTANCE OF 78.26 FEET; THENCE NORTH 09°20'18" WEST A DISTANCE OF 70.20 FEET; THENCE NORTH 75°43'46" WEST A DISTANCE OF 61.70 FEET; THENCE NORTH 65°01'00" WEST A DISTANCE OF 70.00 FEET; THENCE NORTH 24°59'00" EAST A DISTANCE OF 369.26 FEET; THENCE SOUTH 65°01'00" EAST A DISTANCE OF 71.44 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE NORTH 00°05'53" WEST ALONG THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 428.21 FEET TO A 1/2" IRON PIPE MARKING THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°27'48" WEST ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 460.71 FEET TO A 3/4" IRON PIPE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORFOLK AND WESTERN RAILROAD (FORMERLY THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD); THENCE SOUTH 53°51'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 785.19 FEET TO THE SOUTH LINE OF SAID SECTION 15; THENCE CONTINUING SOUTH 53°51'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 263.96 FEET TO A 5/8" IRON BAR WITH CAP; THENCE SOUTH 36°08'56" WEST ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET TO A 5/8" IRON BAR WITH CAP; THENCE CONTINUING SOUTH 53°51'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 368.17 FEET TO A 5/8" IRON BAR WITH CAP; THENCE ALONG THE SAID RIGHT-OF-WAY LINE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3610.00 FEET, AN ARC LENGTH OF 242.65 AND A LONG CHORD OF SOUTH 51°55'31" EAST-242.61 FEET TO A 5/8" IRON BAR WITH CAP ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00°03'48" EAST ALONG SAID EAST LINE (ALSO BEING THE WEST LINE OF SHAMROCK SUBDIVISION UNIT TWO RECORDED IN PLAT FILE 26-E-5A) A DISTANCE OF 140.65 FEET TO THE NORTHEAST CORNER OF D.S.-4, AS SHOWN ON SAID HATCH LAKE - PHASE ONE SUBDIVISION PLAT; THENCE ALONG THE NORTHERN BOUNDARY OF SAID HATCH LAKE - PHASE ONE SUBDIVISION PLAT THE FOLLOWING NINETEEN COURSES:

1. THENCE SOUTH 86°29'55" WEST A DISTANCE OF 119.24 FEET;
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3. THENCE SOUTH 70°30'58" WEST A DISTANCE OF 72.73 FEET;
4. THENCE SOUTH 69°34'01" WEST A DISTANCE OF 72.73 FEET;
5. THENCE SOUTH 62°37'04" WEST A DISTANCE OF 72.73 FEET;
6. THENCE SOUTH 55°40'06" WEST A DISTANCE OF 72.73 FEET;
7. THENCE SOUTH 46°43'09" WEST A DISTANCE OF 72.73 FEET;
8. THENCE SOUTH 41°46'12" WEST A DISTANCE OF 72.73 FEET;
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19. THENCE NORTH 44°15'37" WEST A DISTANCE OF 187.18 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION

CONTAINING 28.978 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

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

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



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

CHRISTIAN F. MARBACH, MARBACH-PALM, INC.

DEED OF DEDICATION:

WE, THE UNDERSIGNED, SUNSHINE HOMES, INC., 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 HATCH LAKE - PHASE TWO. ALL STREETS AND ALLEYS SHOWN AND NOTE HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC. THERE ARE STRIPS OF GROUND OF VARIOUS WIDTHS SHOWN ON THIS PLAT AND LABELED AS EASEMENTS FOR VARIOUS PURPOSES. UTILITY EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF MAINS, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. DRAINAGE EASEMENTS ARE RESERVED FOR THE USE OF THE CITY, HOMEOWNERS, AND/OR THE PROPERTY OWNERS' ASSOCIATION TO PROVIDE FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF DRAINAGE CONDUITS, SWALES, CHANNELS, OVERFLOWS, DETENTION BASINS, OR OTHER RUNOFF MANAGEMENT FACILITIES. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID EASEMENTS. OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

THE REAL ESTATE SHOWN AND DESCRIBED HEREIN IS SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS KNOWN AS DECLARATION OF COVENANTS AND RESTRICTIONS FOR HATCH LAKE RECORDED ON THE 2ND DAY OF AUGUST, 2016, AS DOCUMENT NO. 2016-018566 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA AND ANY AND ALL AMENDMENTS OR REVISIONS THERETO. SAID DECLARATION OF COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AS SET FORTH THEREIN AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING BY, UNDER, OR THROUGH THEM.

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

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

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, 2018.

SUNSHINE HOMES, INC.
JAY K. DEVEREAUX, PRESIDENT
1091 WHITE WILLOW LANE
CHESTERTON, IN 46304

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY APPEARED JAY K. DEVEREAUX, PRESIDENT OF SUNSHINE HOMES, INC., AND EACH ACKNOWLEDGED THE EXECUTION OF THE FOREGOING AS THEIR VOLUNTARY ACT AND DEED ON THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC

PRINTED NAME

RESIDENT OF _____ COUNTY.

MY COMMISSION EXPIRES: _____

PLAN COMMISSION CERTIFICATE:

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

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

_____, 2018.

VALPARAISO PLAN COMMISSION

PRESIDENT

EXECUTIVE DIRECTOR

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATION:

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

THIS ____ DAY OF _____, 2018.

JONATHAN COSTAS, MAYOR

BILL OEDING, MEMBER

STEVE POULOS, MEMBER

ATTEST: SHARON SWIHART, CLERK-TREASURER

NOTES:

1. ALL EASEMENTS THAT ARE INDICATED ON DOCUMENTATION PROVIDED BY THE PROPERTY OWNER ARE SHOWN.
2. A 10' UTILITY AND DRAINAGE EASEMENT LIES ALONG AND ADJACENT TO ALL INTERIOR STREET RIGHT-OF-WAY LINES, UNLESS OTHERWISE NOTED.
3. FRONT BUILDING SETBACK LINES ON THIS SHEET ARE 20' UNLESS OTHERWISE NOTED.
4. REAR YARD SETBACKS SHALL BE 25' AND SIDE YARD SETBACKS SHALL BE 6'1/2' (SINGLE/TOTAL).
5. ALL LOT CORNERS AND EXTERIOR BOUNDARY CORNERS, UNLESS OTHERWISE NOTED, WILL BE MARKED WITH A 5/8" IRON BAR WITH SURVEYOR IDENTIFICATION CAP. ALL STREET CENTERLINE POINTS OF INTERSECTION, POINTS OF CURVATURE AND POINTS OF TANGENCY WILL BE MARKED WITH PAVEMENT NAIL WITH SURVEYOR IDENTIFICATION DISC.
6. THE BOUNDARY SURVEY OF THIS SUBDIVISION IS SHOWN ON A PLAT OF SURVEY BY PALM & ASSOCIATES, INC., FOR RANDY WHEELER DATED APRIL 2, 2014, AND RECORDED AS INSTRUMENT NO. 2014-023975 IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.
7. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN FOR THIS PROJECT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THIS PROJECT LIES WITHIN ZONES "AE" AND "X" AS SHOWN ON MAP NUMBER 18127C02010, DATED SEPTEMBER 30, 2015.
8. WETLANDS SHOWN WERE DELINEATED BY SOIL SOLUTIONS, INC. AND DEPICTED IN A WETLAND DELINEATION REPORT DATED SEPTEMBER 19, 2013, SSI PROJECT NUMBER: #13-33D(13).
9. REFER TO ORDINANCE #21,2014 AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA, APPROVING A MAJOR AMENDMENT TO THE PLANNED UNIT DEVELOPMENT ORDINANCE FOR ACADIA SUBDIVISION N/K/A HATCH LAKE SUBDIVISION.
10. TOTAL ROAD ACREAGE: 2.871 ACRES
11. PRESERVATION EASEMENT: ON ANY LOT WITH A PRESERVATION EASEMENT, TREES MAY NOT BE CUT DOWN WITHIN THE EASEMENT NOR ANY STRUCTURE BE BUILT WITHIN THE EASEMENT. IN THE EVENT A TREE IS REMOVED ON SAID EASEMENT, THE POA MAY ENFORCE THE REPLACEMENT OF SAID TREE (S) AGAINST THE HOMEOWNER. THIS EASEMENT AREA IS TO PRESERVE THE TREES AND STEEP SLOPES ABOVE ANY WETLAND AREAS.

OWNERS:

SUNSHINE HOMES, INC.
1091 WHITE WILLOW LANE
CHESTERTON, IN 46304

SUBDIVIDER:

RAKE, INC.
376 DEVON COURT
VALPARAISO, IN 46385

PREPARED BY:

CHRISTIAN F. MARBACH, P.S.
MARBACH-PALM, INC.
8888 EAST U.S. HIGHWAY 20
P.O. BOX 960
NEW CARLISLE, INDIANA 46552

SCALE: 1" = 60'	
DATE OF FIELDWORK: _____	
DATE OF DRAWING: 1/8/2018	
DATE OF CERTIFICATION: 2/8/2018	
DATE	REVISION
CAD FILE: 0407-2017 Secondary Phase 2.dwg	
JOB NUMBER 0407-2017	DRAWN BY MAT
© 2018 Marbach-Palm, Inc.	
SHEET 1 OF 3	
DRAWING NO. A-40626	

Hatch Lake - Phase Two

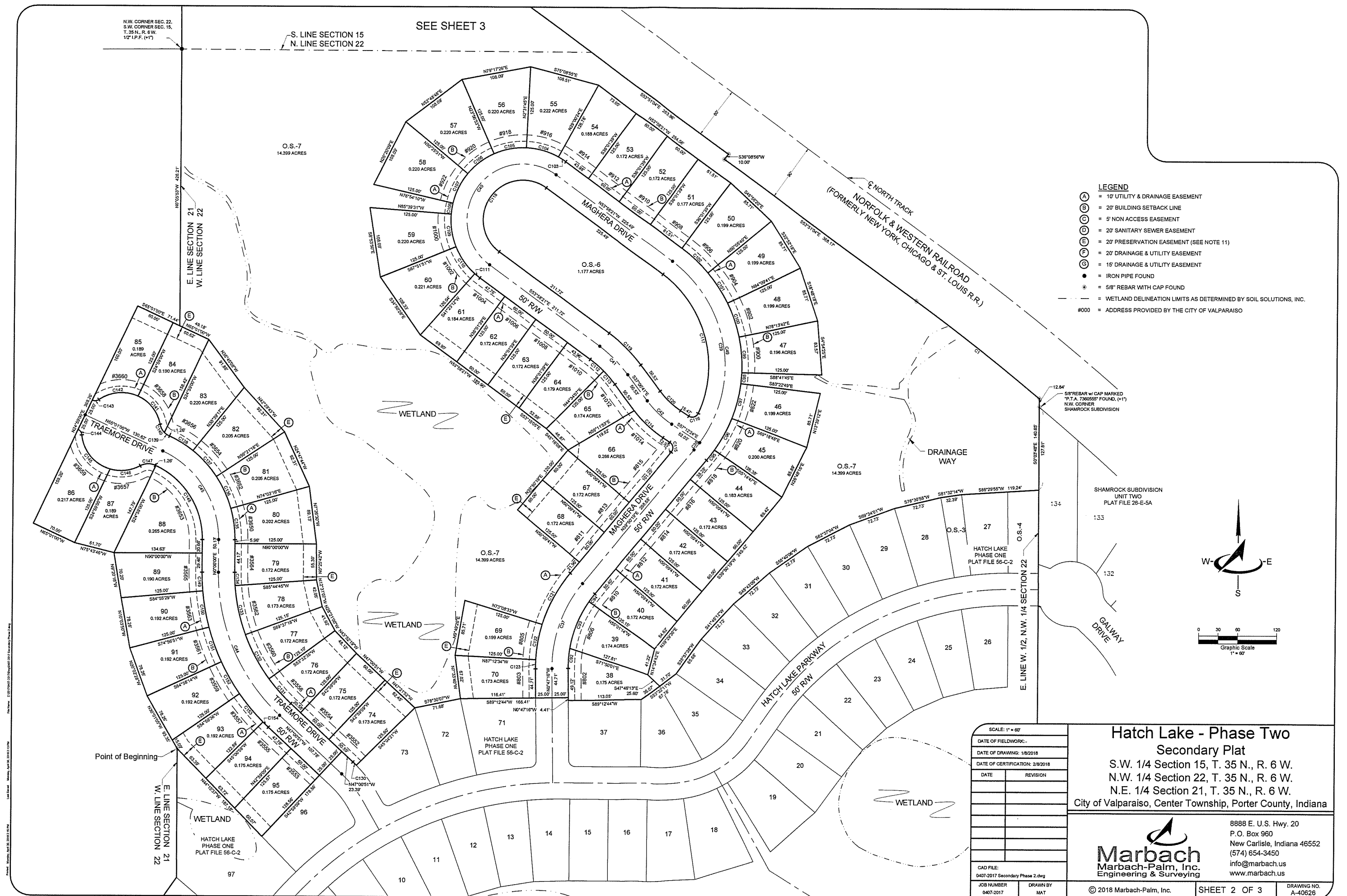
Secondary Plat

S.W. 1/4 Section 15, T. 35 N., R. 6 W.
N.W. 1/4 Section 22, T. 35 N., R. 6 W.
N.E. 1/4 Section 21, T. 35 N., R. 6 W.

City of Valparaiso, Center Township, Porter County, Indiana

Marbach
Marbach-Palm, Inc.
Engineering & Surveying

8888 E. U.S. Hwy. 20
P.O. Box 960
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2016-018566
STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
08/02/2016 10:46 AM
JON MILLER, RECORDER
REC FEE: 54.00
PAGES: 21



DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HATCH LAKE SUBDIVISION



TABLE OF CONTENTS

Declaration	3
Article I - Definitions	4
Article II - Additional Property	5
Article III - Use of Property	5
Article IV - Architectural Control	10
Article V - Property Rights in the Common Area	12
Article VI - Membership and Voting Rights in the Association	13
Article VII - Covenants and Assessments	15
Article VIII - General Provisions	19

**DECLARATIONS OF COVENANTS, AND RESTRICTIONS
FOR
HATCH LAKE SUBDIVISION**

THIS DECLARATION of Protective Covenants, and Restrictions for Hatch Lake Subdivision is made this day ____ of June, 2016, RAKE, Inc. called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner and Developer of real property shown and designated on the Plat entitled "Hatch Lake Subdivision", hereafter referred to as the "Subdivision", located in Valparaiso, Indiana, which plat was recorded in the office of the County Clerk of Porter County, Valparaiso 2016-018565, 2016.

LEGAL DESCRIPTION, PLAT PAGE NUMBER

WHEREAS, it is the intent and desire of the Developer to develop thereon a residential community, with open spaces and other common facilities for the benefit of the community, it being understood, however, that the Developer is only obligated to build and provide the common facilities and improvements to which it expressly commits itself in writing; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Subdivision and for the enjoyment and maintenance of the common lands and facilities by purchasers and residents of lots within the subdivision; and, to this end, the Developer desires to subject the real property referred to above and as further provided in Article II herein below to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner and resident thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision to create legal entity to which will be delegated and assigned the powers of maintaining and administering the community facilities, administering and enforcing the covenants, conditions and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has agreed to incorporated, under the laws of the State of Indiana, a non-profit corporation, Acadia / Hatch Lake Subdivision Homeowners' Association, Inc., as the legal entity for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property referred to above, and any additions thereto hereafter made pursuant to Article II below, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

The following words when used in this Declaration, or any Supplemental Declaration, shall have the following meanings:

- (a) "Developer" shall mean and refer to RAKE, Inc. their heirs and/or assigns as Developer.
- (b) "Association" shall mean and refer to the Acadia / Hatch Lake Subdivision Homeowners Association, Inc. its successors and assigns.
- (c) "The Properties" shall mean and refer to all properties including and additions hereafter made as provided in Article II, which are subject to this Declaration or any Amended, Restated and/or Supplemental Declaration.
- (d) "Common Areas" shall mean those areas designated as private streets, roads, parking areas, utility easements, pedestrian and drainage access easements, and common property and facilities shown on the recorded Subdivision Plat of Acadia / Hatch Lake Subdivision, and any recorded re-plat or supplemental plat of the Properties hereafter filed of record, and those areas designated as common properties in any Amended, Restated and/or Supplemental Declaration; all of which land is intended for common use and enjoyment of the owners of the Properties, and shall include the facilities intended for common use and enjoyments which are or hereafter may be constructed upon, affixed to, placed upon, or otherwise located upon any part of those areas of land designated as "common areas".
- (e) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon the recorded subdivision plat(s) of The Properties, and including any residential dwelling unit constructed thereon, but does not include the Common Areas as herein defined.
- (f) "Owner" shall mean refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract purchasers, but excluding any mortgagee or subsequent holder of a mortgage, and further excluding any person or entity holding title as security for the payment of the Lot purchase price or performance of an obligation, unless and until such mortgagee or holder has acquire title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- (g) "Member" shall mean and refer to an Owner who is a member of the Association as provided in Article VIII, Section I hereof.
- (h) "Board" shall mean and refer to the Board of Directors of the Association.
- (i) "Vehicles" includes, but is not limited to, any automobile, van, pick-up truck or other truck not larger than one (1) ton, boat, trailer, camper, recreational vehicle, or motorcycle.
- (j) "Property" shall mean and refer to the entire area of any lot as bounded by the actual property lines including any Common Areas within that area.

ARTICLE II ADDITIONAL PROPERTY

The Developer, its successors and assigns, shall have the right at its sole election to bring within the scope and application of this Declaration additional properties in any future stages of development. The additions authorized under this section shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which shall extend the scheme of the covenants, and restrictions contained in this Declaration or any Amended or Restated Declaration, as may be necessary to reflect the different character, if any, of the added properties.

ARTICLE III USE OF PROPERTY

Section 1. Structures and Uses. All lots in the Subdivision are hereby restricted to single family residential dwellings for residential use only. This provision shall not prevent the combination of two or more adjoining lots for one such dwelling. All buildings or structures erected upon said premises shall be of new construction and, except for mobile construction offices or storage sheds during the process of actual construction on the premises, no buildings or structures, including prefabricated, manufactured, or mobile homes, shall be moved from other locations onto said premises. No structures of a temporary character, including any trailer, basements, tent, shack, garage, or other out-building, shall be used on any portion of the premises at any time as a residence either temporarily or permanently. No business, occupation, profession, trade, solicitation or other nonresidential use of any kind or noxious or offensive activity shall be carried on upon any Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Garages and other structures incidental to a residence not initially designed as a living area shall not be used as a living area regardless of alterations thereto.

No dwelling unit shall be erected, altered, placed or permitted to remain on a Lot other than one (1) single family dwelling not to exceed two and one-half stories (2 1/2) stories in and attached connected garage sufficient size to house at least two (2) automobiles.

Section 2. Front Side and Rear Yard Setbacks. No building shall be located on any lot nearer to the front lot lines than the minimum building setback lines shown on the recorded plat. In any event, no garage shall be located on any lot nearer than 20 feet to the front lot line. Front yard setbacks shall be 20 feet from the front lot line, except for steep lots or where trees are being preserved, specifically lots 1-17, 27-30, 46, 47, 52-61, 74-87, and 94-102 where the front yard setback shall be 15 feet from the front lot line, except for the garage, which must be at least 20 feet to the front lot line. No building shall be located nearer than 6 feet to any interior or side lot lines. Rear yard setbacks shall be 25' from the rear lot line. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

a. **Preservation easement.** On any lot with a preservation easement, trees may not be cut down within the easement nor any structure be built within the easement. In the event a tree is removed on said easement, the POA may enforce the replacement of said tree (s) against the homeowner. This easement area is to preserve the trees and steep slopes above any wetland areas.

Section 3. Size and Completion of Buildings. All one-story residences shall have a heated floor area of not less than one thousand two hundred (1200) square feet. All one-and-a-half story and two story residences shall have a heated floor area of not less than one thousand four hundred (1400) square feet. The term "floor area" as used herein shall mean the floor area of the primary residence structure only, exclusive of porches, covered or uncovered, basements or attics, outbuildings, garages or other similar buildings even though attached to the primary residence building. Construction of building and improvement shall be diligently and expeditiously performed, and completed within one year after the start of construction.

Section 4. Occupancy. In the event a residence is occupied by one not the Owner thereof, both the Owner and occupant shall be personally liable, jointly and severally, for the dues, charges and assessments of the Association. No residence shall be leased or rented except in its entirety and there shall be no subleasing. Any lease or rental of a residence must be for the term of not less than one (1) year. Owners are responsible for the conduct of lessees, occupants, guests, children and other family

members, agents, contractors and all others in, on or about a residence or any part of the properties at the request, invitation or sufferance of an Owner. Any violation of this Declaration or the Association rules and regulations by any such person shall constitute a violation by such Owner.

Section 5. Alterations and Additions. No alterations or addition to, or repainting of the exterior of any residence shall be made unless it shall conform in architecture, material and color to the dwelling as originally constructed upon the Lot, and must have architectural control approval as provided in Article IV below.

Section 6. Signs. No advertising or other signs, (except on sign a total of not more than six square feet of "for sale" or "political election endorsement" sign(s) per Lot) shall be erected, placed or permitted to remain on any Lot. Street and residence names and numbers, addresses and other identification, markings and insignia shall be permissible only as installed or approved by the Developer. (when the Developer no longer owns any Lots, then the Board or its designated representative or architectural control committee).

Section 7. Vehicles. No junk or inoperative motor vehicles shall be parked or stored on any street, driveway or lot in the subdivision. No trailers, campers, boats or recreational vehicles shall be parked longer than two (2) days upon any lot (unless it is completely enclosed within a building) or upon any public parking area in the Subdivision; provided however, that the Board in its discretion may permit such vehicles limited parking privileges for a longer period of time. No vehicle shall be placed on blocks and no vehicle shall be repaired or overhauled except when within an enclosed garage.

Section 8. Animals. No livestock, poultry, reptiles, or swine of any kind shall be raised, bred or kept in any dwelling or any Lot. Dogs, cats, birds or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 9. Garbage and Rubbish. Each Property shall be maintained free of rubbish, trash and weeds and the same shall be removed from the premises and not allowed to accumulate thereon. Garbage and trash shall not be placed outside any residence except in an approved container or receptacle in a location screened from view and not visible by the public or from neighboring property except on the day of pick up if local regulations require curbside type pickup location. The Association may adopt regulations concerning garbage and trash handling and storage. No garbage and rubbish or any substance that is noxious, unsightly or which emits foul or obnoxious

odors shall be dumped or allowed to remain on any Property. No rubbish, trash or garbage shall be burned on the premises.

Section 10. Fences, Hedges, Trees or Walls. No fences, hedges or walls shall be erected, grown or maintained upon the properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved in accordance with Article IV of this declaration. Fencing shall be no greater than 6' in height and constructed only around side and rear yards. Chain link fences are prohibited on any lot.

Section 11. Accessories. No radio, television or similar tower or antenna, satellite disks or dishes over six (6) feet at its highest point in height above the ground or six (6) feet at its highest point above its highest attachment to a dwelling, shall be erected on any Property or attached to the exterior of any dwelling, and any such allowed installation will normally be set at ground level or mounted on the surface of thereof, or near the top of a dwelling wall and in each instance must be attractively screened, concealed or painted to match the approximate color of the dwelling or its roof, the color shall be selected to make the tower, antenna color of the dwelling or its roof, the color shall be selected to make the tower, antenna or disk and its mount inconspicuous as is reasonably possible. No exterior clotheslines, wood piles (except for firewood), individual free-standing mailboxes, newspaper receptacles, exterior storage areas, or structures, or other exterior fixtures, machinery or equipment shall be permitted except with the prior written approval of the Developer or the architectural control committee.

Section 12. Easements. Perpetual easements for underground installation and maintenance of electrical, telephone, gas, cable television, and other utilities and drainage facilities, for the benefit of the adjoining land owners and/or municipal or private utility company ultimately operating such facilities, are reserved as shown on the Subdivision plat of the properties filed with the County Clerk of Porter County, Indiana. No building structure shall be erected within those easement areas occupied by such facilities.

Section 13. Sheds. All sheds must be no larger than 100 square feet and must be approved in accordance with Article IV of this declaration.

Section 14. Pools. All pools must be approved in accordance with Article IV of this declaration. Fencing around swimming pools are required in accordance with the applicable city ordinance. Pools and hot tubs may not be drained into back yards, retention areas, or wetlands.

Section 15. Noise. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manner as may disturb Owners, tenant, guests or occupants of other Lots.

Section 16. Solar Installation. The Lot Owners may install solar collectors, subject to the architectural control approval of Article IV below. In the event of such installation, the Owner shall have the right to continue use thereof without interference by other Lot Owners or occupants, recognizing however, that a two-story structure may be built upon an adjacent or nearby Lot.

Section 17. Outside Lighting. The Developer, or the architectural control committee or its agents will designate one standard exterior yard light fixture, to be installed by the Builder. Each lot owner must maintain and if necessary, replace the yard light for its continued operation.

Section 18. Landscaping. Each yard including front, side and rear yard shall be seeded, hydro-seed or sod and shall have a minimum of two trees in the front yard and two trees in the rear yard.

Section 19. Driveways. All driveways shall be cement concrete.

Section 20. Owners Obligation to Maintain Lot. The Owner of a Lot in the Subdivision shall at all times maintain the Lot, real estate and improvements in such a manner as to prevent the Lot and improvements from becoming unsightly, and specifically such Lot Owner shall (a) mow and otherwise tend to the landscaping on the Lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds; (b) cut down and remove dead trees; (c) remove all debris and rubbish and prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Lot or Subdivision; and (d) keep the exterior of the improvements from becoming unsightly. Within any portion of the turf lawn area of an improved Lot, the Owner shall not permit the grass or other growth to exceed six inches (6") in height.

Section 21. Exemptions. In developing the Properties and constructing residences, the Developer shall not be subject to the limitations of this Article III, and nothing contained in this Declaration shall prohibit or interfere with such activities by Developer or its agents. The Developer may utilize any portion of The Properties for

any and all construction and sales activities. During all times that the Developer, his heirs, and/or assigns as Developer, retain ownership and/or right to possession of any Lot, their Property shall be free of the use and other restrictions of this entire Declaration, except those listed within this Section XX of ARTICLE III, and the Developer may make such use of its lot(s) as is permitted by law notwithstanding that such use otherwise would be prohibited by this Declaration. All improvements constructed or installed by the Developer expressly shall be permissible without necessity for approval by the Board or others and notwithstanding any restriction or prohibition to the contrary otherwise set forth herein.

- (a) Should Developer construct any completely new residence on any lot, that new construction shall conform to the restrictions of this Declaration. Developer may modify, convert and/or add to any existing building for any purpose, including the creation of a new residences without restriction imposed by this declaration.
- (b) Developer shall not be permitted to move onto any Lot any buildings or structure, including a prefabricated, manufactured, or mobile homes, to create a residence.
- (c) Developer shall be bound by the requirements or Article III, Section XX with regard to utility and drainage easements and shall not prevent the Owners' permitted uses of the Common Areas as described elsewhere herein.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Developer shall appoint a three-member architectural control committee when the Developer deems appropriate but no later than one month after the last lot has been sold to service until their successors shall be appointed or elected. The Developer or its successors may remove members of the architectural control committee without cause, and vacancies on the committee shall be filled by the effective term of this Declaration of Covenants, Conditions and Restrictions.

Section 2. Review and Approval. No building, fence, hedge, wall, shed, or other structure of an kind shall be commenced, erected or maintained upon any Property, nor shall any exterior addition thereto or alteration or change therein be made, until the plans and specifications showing the nature, kind, shape, height, elevation, materials and location of the same shall have been submitted to and approved in writing as to its construction and harmony of external design and location in relation to surrounding structures, landscaping, topography by the Developer or the architectural control committee appointed by the Developer. When the Developer no longer owns

any Lot in the Subdivision, the Association shall succeed the Developer and assume all its rights, powers and responsibilities hereunder.

Section 3. Standard and Procedure of Review. Any person who desires to construct, erect or maintain any building, fence, hedge, wall or other structure of any kind, or to alter, remodel or modify in any manner the exterior thereof, shall submit two complete sets of plan and specifications for said work, including colors for review and approval or disapproval by the architectural control committee or Developer. The Developer (and subsequently the Board or its designated representative or architectural control committee) shall disapprove any new construction of the homes. The Developer (and subsequently the Board or its designated representative or architectural control committee) shall take action on the approval or disapproval of any proposed construction, exterior additions or alterations within thirty (30) days of submission of the plans and specifications; provided, however, that the time for such approval or disapproval can be extended for an additional period of thirty (30) days upon written notice mailed to the owner seeking to make the new construction, exterior addition or alteration prior to the expiration of the original thirty (30) day period. In the event the Developer (or its successor) fails to act on the proposed plans within said time period(s), the plans shall be deemed approved.

Section 4. Design. Roof Pitch and Colors. No chain link fences will be permitted. Fences exceeding six (6) feet in height are prohibited.

Solar heating equipment will be considered for approval based on the merit of its design and the manner in which it is constructed so as not to be obtrusive to other homes in the subdivision.

The Developer or architectural control committee shall have the right to disapprove any plans, specifications or details submitted, in the event such plans and specifications are not in accord with all the provisions of the declaration or if a design or color scheme in the proposed structure is not in harmony with the general surroundings, or if the plans and specifications submitted are incomplete, or if the committee deems said plans and specifications contrary to the interest, welfare and rights of all or any part of this subdivision. The decision of the Developer or architectural control committee in any of these matters shall be final.

Section 5 Non-Liability. Approval of plans and specifications shall not be construed as exercising professional expertise. Neither the Developer, the Association, the Board nor anyone appointed and/or employed by them shall be responsible or liable in any manner whatsoever for any defect in any plans or specifications submitted

or as revised, or for any work or construction done in accordance with approved plans or specifications.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V and the provisions of Section XX of Article III above, every Lot Owner and occupant shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, as provided herein or in its Articles of Incorporation and its Bylaws, to suspend the enjoyment rights of any member and/or occupant for any period during which any assessment remains unpaid, and for any reasonable period for any infraction of published rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Areas or Property to any public agency, authority or utility for such purposes and subject to such purposes and conditions as may be agreed to by the Members; provided, however, that any such action must be approved by a three-fourths (3/4ths) vote of the Members at a meeting duly called for such purpose upon thirty (30) days prior written notice mailed to each Member at the Member's address as shown by the records of the Association;
- (c) the right of the Developer and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, garbage collection, gas, electricity, telephone, television cable, and other utilities;
- (d) the right of the Association, acting through its Board, to enter into contracts deemed necessary and appropriate for the discharge of its duties regarding the Common Areas, including maintenance and management of the Common Areas.

Section 3. Delegation of Use. Any Member may, subject to any applicable provision of the Association Bylaws, delegate his or her rights and easement of

enjoyment in the Common Areas to members, of his or her family, his or her tenants or contract purchasers from him or her who reside in the Member's home in the Subdivision. Any Member so delegating such rights and easement of enjoyment in the Common Areas shall promptly notify the Association of the relationship of such persons to the Member. Any person to whom such rights and easement of enjoyment in the Common Areas has been delegated shall be subject to the same conditions, restrictions, and limitations, as are applicable to the delegating Member.

Section 4. Utility Modifications. Any changes, additions, relocations or modifications to gas, electric, or other service lines within the common easements that may be desired by a Lot owner and which are for the Lot Owner's individual benefit must first be approved by the Board and shall be at the Lot Owner's expense.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner (as defined in Article I) of any Lot shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have one class of voting membership:

Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article VI; provided, however, in the event a member owns two or more adjoining Lots then Member's vote shall be equivalent to the rate of annual assessments paid by that Member, as specified in Section 3 of Article XX below. When more than one person or entity holds such interest or interests in any Lot, all such persons and entities shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in not event shall more than one vote be vast with respect to any one Lot.

Section 3. Creation of the Association. As soon as is practicable following the recordation of this Declaration, Developer shall cause the Association to be incorporated as an Indiana Not-for-Profit Corporation. Prior to the appointment of the Board of Directors by the Developer, responsibility for the control of the Association shall remain the exclusive responsibility and obligation of the Developer or its designated agents and employees.

Section 4. Suspension of Membership Voting Rights. The rights of membership, including the right to vote, the right to participate in Association affairs, and the right to use the Common Areas are subject to suspension by the Board of Directors of the Association for: (1) The failure or refusal to pay any assessment levied by the Association for a period of thirty (30) days after the due date of such assessment; or (2) an infraction of, default in, or breach of any provisions of the Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association. Such suspension will continue until all payments are made and any default or breach cured.

Section 5. Board of Directors. The Association shall have a Board of (3-5) Directors who shall constitute the Board of Directors

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

(b) The Board shall have the authority to and shall obtain comprehensive public liability insurance, as it shall deem desirable, and other liability insurance or insurances as it may deem appropriate in the circumstances. The premiums for such insurance shall be an expense paid by the Association.

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

(a) To own, maintain and otherwise manage the storm drainage detention basins located within the Subdivision and vacant and unimproved property, if any, and to do any and all other things necessary or desirable in the judgement of the Officers or Directors of the Association and as required by the City of Valparaiso. In the event the POA fail to properly maintain the detention areas and after receiving a reasonable amount of notice to remedy such maintenance, the City may enter, make necessary repairs, and back charge the owners to cover all costs incurred.

(b) To care for and maintain the landscaping, plantings and signs located within the Common Areas of the Subdivision in a good and neat appearance.

(c) To make such improvements to the facilities under its control within the Subdivision, and to provide such other facilities and services as may be authorized from time to time by the affirmative vote of a simple majority of the Members of the Association acting in accordance with its constitution and Bylaws provided, however, that any such actions so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable and exclusive residential community.

(d) Until such time as the Board of Directors is duly elected, all the powers and duties enumerated above shall be exercised exclusively by the Board of Directors, as appointed by the Developer. The Developer, at Developer's discretion may appoint Owners to serve on the Board of Directors at such time as it deems appropriate. The first elected Board shall be elected not later than one year after 100% of those Lots which have been subjected to this Declaration have been sold and title has been conveyed from the Developer to an Owner. All Owners of record who have been subjected to this Declaration shall be eligible to vote for said Board. All Directors of the first elected and all subsequent Board of Directors of the Association, shall be nominated and elected pursuant to the Bylaws of the Association.

ARTICLE VII COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed or by entering into a real estate contract shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for the purposes hereinafter set forth.

The annual and special assessments shall be fixed, established and collected as hereinafter provided. All such annual and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and constitute a continuing lien on the Lot against which each such assessment is made. In addition, each such assessment, together with interest and costs of collection as aforesaid, shall also constitute a personal obligation of the Owner and the occupant of the Lot at the time of assessment becomes due and payable. No Owner or occupant

may exempt himself from liability for assessments by waiver of the use or enjoyment of any of the Common Areas. Lots owned by the Developer shall not be subject to any assessment. Notwithstanding any provision herein to the contrary, the Developer and its representatives shall not be liable or be required to pay any assessments or charges of any kind for any reason.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the enjoyment, health, safety and welfare of the residents of the properties and maintenance and enjoyment of the common areas. It is intended that the common areas be maintained in good condition and repair in order to preserve and enhance the property value and amenities of the Properties. Without limiting the generality of the foregoing purpose, the Association may pay out of and from such assessments the following:

- (a) The cost of maintaining, repairing and landscaping and all common areas.
- (b) The cost of any and all other such materials, supplies, labor, services, maintenance, repairs, or similar expenditures which the Association is required, by law or otherwise, to pay or which in the discretion of the Board is necessary and proper for the operation of the common areas or the business of the Association.
- (c) Insurance deemed necessary by the Board.

Section 3. Annual and Special Assessments. Commencing with the conveyance of the first Lot to an Owner and until changed by the Board, the regular annual assessment shall be at the rate of \$300.00 per lot annually due and payable on the sale of any lot due and January 1st of that year, payable or prorated. No credit will be given for any prior payments made by the previous owner, if any, nor will any refund be given on any amounts paid previously by any Owner. Payments shall continue at \$300.00 per year, unless and until the Board changes the assessment and associated monthly proration. The annual assessment and associated proration may be increased or decreased as hereinafter provided for the next succeeding year at any Meeting of the Board of Directors to become effective on the first day of the second month following any such Meeting of the Board of Directors.

The Board may, after considering current maintenance costs and future needs, fix the actual assessment for any year at a different amount, or declare a special assessment, provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain the Common Areas.

The Board of Directors shall set the date for any special assessment, however any funds collected as a special assessment shall be either paid out for the specified purpose set forth for the assessment within one year of the due date or the unused amount returned to each Owner in proportion to the amount they actually paid within thirty (30) days.

Assessments shall be at a uniform rate for all Lots; provided, however, that in the event an Owner has more than one adjoining lot or lots that are used and occupied for only one residence, then, in such event the Owner of the qualified adjoining Lot(s) shall be assessed at a reduced rate of fifty percent of the full assessment on the residential Lot provided that the full rate is paid on time for the residence Lot.

Until such time as the first Board is elected, the Developer or its agent shall collect the annual assessment which must be kept in its own bank account. Developer or its agent may only use these funds in accordance with Article VII - Section 2.

Section 4. Effect of Nonpayment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of the Association. If any annual or special Assessment, or any installment thereof, is not paid when due, then such Assessment shall, together with interest thereon and costs of collection as hereinafter provided, become delinquent and constitute a continuing lien on the Lot against which the Assessment was levied, which such lien shall attach to and shall run with the Lot and shall bind the Owner of the Lot, his heirs, devisees, personal representative, successors and assigns.

If annual or special assessment, or any due on sale, or other installment thereof, is not paid within thirty (30) days after its due date, such assessment, or the portion thereof then delinquent, shall bear interest from its due date until paid at rate of one percent (1%) per month, compounding monthly, provided further that the maximum rate shall not exceed the maximum rate allowed for a secured indebtedness under applicable State law. The Association shall have the option to accelerate and declare the entire amount of such assessment then due and payable, without notice or demand. Should the Association exercise its option to accelerate as provided therein, the Association may thereupon bring an action at law against the then Owner and the occupant of the Lot. In any such suit or action at law, the Association shall be entitled to recover interest as aforesaid, costs and a reasonable attorney's fee. Further, the Association may elect to bring suit to collect a money judgement only without thereby waiving its right to subsequently seek foreclosure of the lien.

Section 5. Subordination of Lien to Mortgages. Notwithstanding any provision to the contrary contained in this Declaration, the Articles of the Association or its Bylaws, the lien of any annual or special Assessment created by this Article XX shall be subordinate to any first mortgage now or hereafter placed on any Lot within the Properties; provided, however, that such subordination shall apply only to assessments which become due and payable prior to the time a first mortgagee comes into possession of the Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or a conveyance in lieu of foreclosure. Provided, further, that such Lot shall remain subject to the lien of assessments which become due and payable subsequent to said possession by the first mortgagee.

Section 6. Holder of Mortgage Entitled to Written Notification from the Association of Default by Mortgagor. Upon request, the holder of a recorded first mortgage on any Lot with The Properties is entitled to and shall receive written notification from the Association of any default by the Mortgagor of such Lot in the performance of such mortgagor's obligations to the Association, including particularly any failure to pay an assessment when due, when such default is not cured within sixty (60) days. Any first mortgagee making any such request shall provide the Association with such information as is reasonably required by the Association in order to respond to the request.

Section 7. Common Area and Storm Water Detention Basin Maintenance

(a) **Maintenance.** The Association shall be responsible for the maintenance, repair and replacement of the storm water drainage detention basins and wetland areas (collectively referred to as "Basins") in the Subdivision as well as all common areas, parks (including playground equipment) and sidewalks and pathways located outside of the public right-of-way.

(b) **Right of Access.** The City of Valparaiso, its employees, representatives and/or agents, (collectively "City") shall have the right to enter the common areas/open spaces and detention basins of the Subdivision to inspect and determine from time to time whether the basins are being properly maintained or are in need of repair or replacement.

(c) **Notice and Obligation to Correct.** Should the City determine that the Association is not fulfilling its obligations with respect to maintenance, repair and replacement of the storm water drainage detention basins as well as all common areas, parks (including playground equipment) and sidewalks and pathways located outside of the public right-of-way, the City shall notify the Association in writing of the alleged deficiencies specifically setting forth the action deemed necessary by the City to correct any such alleged deficiency. The Association shall inspect the drainage detention basins and any other items listed to verify the items listed in the City's notice and shall in good faith proceed with correcting the same. Should the Association fail to remedy the deficiencies listed by the City, the City shall have the right, but not the obligation, after

written notice to the Association, to enter the common areas/open spaces, easement and storm water drainage detention basins of the Subdivision to perform the maintenance it deems necessary as provided for in the notice.

(d) City Recovery of Costs. Should the City undertake work in connection with the maintenance, repair or replacement as contemplated by the notice to the Association, the City shall have the right to recover from the Owners of the Lots in the Subdivision its actual costs incurred in performing such work, including administrative, legal, and engineering fees, and interest costs. The City may utilize an assessment process or litigation to recover said costs directly from the Lot Owners the Owner's respective proportionate share. An Owner's proportionate share shall be determined by multiplying the total costs incurred by the City by a fraction of which the numerator is the number of Lots owned by the Owner in the Subdivision and the denominator is the total number of Lots in the Subdivision. The costs recoverable by the City against any Owner may not exceed the Owner's proportionate share.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association and its successors and assigns, until December 31, 2025, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or part. Provided, however, that no such agreement to change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken. Unless specifically prohibited herein, all provisions of this Declaration and any Supplemental Declaration, may be amended by an instrument signed by Owners holding not less than seventy-five (75%) of the votes of the membership at any time until December 31, 2025, and thereafter by an instrument signed by the Owners holding not less than two-thirds (2/3rds) of the votes of the membership. This Declaration and any supplemental or Amended Declaration may, however, be amended and restated by the Developer without the consent or approval of any Owner or others at anytime and from time to time prior to the sale of the last lot to an Owner other than the Developer.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be properly sent when hand delivered or mailed by

first class mail, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, the Developer, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement (including attorney's fees) by the Developer or the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5. Restrictions on Acts of the Association. The Association shall not:

- (a) Change the method of determining the obligations, assessments, dues or other charges, which may be levied by the Association against the Owner or any Lot.
- (b) By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the improvements on any Lot, the exterior maintenance thereof, or the maintenance of the common property walks or common fences and driveways without a two-thirds majority vote (that being 2/3's of the total of all possible votes from all lot owners, regardless of their presence or representation in any such vote) in favor or such a change.
- (c) Change the voting rights of any Owner from that which is described herein.

Section 6. Gender. The singular, wherever used herein shall be construed to mean the plural where applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 7. Topical Headings. The topical headings of the paragraphs contained in this Declaration are for convenience only and are not intended to define, limit, or construe the contents of the paragraph.

Section 8. Assignment. The Developer shall have the right to assign its rights under this Declaration, and any such assignment shall be binding upon and inure to the benefit of the successors and assigns of the Developer.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be executed on this 17 day of June, 2016.

Rake, Inc.

By: Randall E. Wheeler

Randall E. Wheeler, President

I affirm, under the penalty of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

By: Randall E. Wheeler

Randall E. Wheeler, President, Rake, Inc.

State of Indiana
County of Porter

I, a Notary Public, hereby certify that Randall E. Wheeler, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 17 day of June, 2016.
Donna Flanagan (Seal, if any) (Signature of notarial officer)

My commission expires: 3/18

*This document prepared by Rake, Inc., 4631 S. Racine Ave., Chicago Illinois 60609
Lori Devereaux,

For PC Meeting 8-14-18

FILED

PETITION #: SP18-004
(staff use only)

JUL 17 2018

VALPARAISO PLAN COMMISSION
PETITION FOR PUBLIC HEARING

Sharon Emerson Schubert

Clerk-Treasurer

The undersigned applicant respectfully petitions the City of Valparaiso Plan Commission:

(CHECK ALL THAT APPLY)

PUBLIC HEARING REQUIRED – See Items #8 and #9 in Application Checklist

- ☐ To rezone said property from the _____ zoning district to _____ zoning district
☐ To approve a Primary Plat
☐ To approve a Planned Unit Development (PUD)
☐ To approve a Major Planned Unit Development Amendment
☐ To annex property into the City of Valparaiso, Indiana – Checklist item #10
☐ To vacate alley
☐ To appeal the decision of the Plat Committee

NO PUBLIC HEARING REQUIRED

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

Please provide the following information:
(print or type)

ST. PAUL VALPARAISO, LLC. 961151 U.S. Hwy 30, Valpo, 46385 219-464-8055
Owner of property Address Phone

Robert V. Coolman 219-405-5821 bcoolman@coolmanbuilt.com
Contact person Phone Email

Applicant is (check one): ☐ Sole Owner ☐ Joint Owner ☐ Tenant ☒ Agent ☐ Other

Robert V. Coolman 359 S. Franklin St, Valparaiso, 46383 219-464-8055
Petitioner Address Phone

Address or description of location of property: 354 Chicago St, Valparaiso, IN 46383

Parcel/Tax Duplicate Number 64-09-24-301 - 006.000-004 - 001.000-004
- 008.000-004 - 002.000-004
- 007.000-004

Subdivision (if Applicable) St. Paul Square P.U.D.

This property is located on the north side of Chicago Street/Road

between (streets) Academy St and Campbell St

Current Zoning of Property PUD Proposed Zoning of Property PUD

Zoning of Adjacent Properties: North NC-60 South NC-60

East NC-60 West NC-60 Other _____

Other information:

Dimensions of property: Frontage 301.62/301.62 Depth 393.05/329.05

Property Area (sq. ft./acres) 2.48 acres

Present use of property:

PUD - 4-12 unit Condominiums, 3 garage units, rec. facilities

Proposed use of property:

as above

Proposed Variances or Waivers (PUD or Subdivision Plats)

see approved PUD Ordinance No. 13, 2017

Legal description for property: (Exhibit # A)

see attached

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

PETITION FEES (CHECK ALL THAT APPLY)

☐ Rezoning:	\$150	
☐ Subdivision Primary Plat:	\$150 + \$10 per lot	___ Lots X \$10 = ___
☐ Subdivision Amendment	\$100 + \$5 per lot	___ Lots X \$5 = ___
☐ Planned Unit Development (PUD):	\$500 + \$10 per lot	___ Lots X \$10 = ___
☐ Major PUD Amendment	\$250 + \$5 per lot	___ Lots X \$5 = ___
☐ Minor Subdivision (Lot Split)	\$150	
☒ Subdivision Final Plat	\$100 + \$5 per lot	<u>5</u> Lots X \$5 = <u>125</u>
☐ Minor PUD Amendment	\$150	
☐ Annexation:	\$500 + Cost of Fiscal Plan***	
☐ Design/Architectural Approval	\$150	
☐ _____ Overlay District		
☐ Special Meeting Fee	\$1500	
☐ Text Amendment	\$250	
☐ Comprehensive Plan Amendment	\$250	
☐ Vacation	\$100	
☐ Plat Committee Appeal	\$200	

TOTAL FEE \$125-

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

Signature of owner/Petitioner

Date

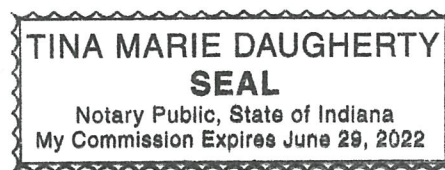
Robert V. Coleman
Printed name

Subscribed and sworn to before me this 13th day of July, 2018.

Tina M. Daugherty
Notary Public

My Commission Expires:

June 29, 2022



Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission Action)

Robert V. Coolman, being dully sworn upon his/her oath, being of sound mind and legal age deposes and states:

1. That he/she is the authorized Petitioner agent (agent, attorney, other – Please indicate) of the property described in the attached notice which an application for a Plan Commission action has been filed before the Plan Commission of the City of Valparaiso, Indiana.



Petitioner

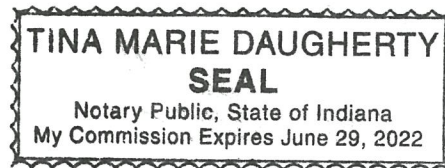
Date July 13, 2018

Subscribed and sworn to before me this 13th day of July, 2018.

Tina M. Daugherty
Notary Public

My Commission Expires:

June 29, 2022



Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission)

Mark J. Forszt, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states:

1. That Mark J. Forszt ("Owner") (is/are) the legal owner(s) of real property that is the subject of a Petition before the Plan Commission.
2. That Owner authorizes Robert V. Coolman ("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

July 13, 2018
Date

Property Owner

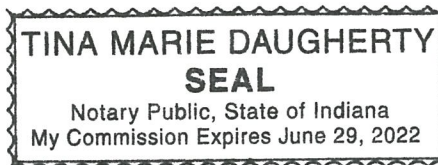
Date

Subscribed and sworn to before me this 13th day of July, 2018.

Tina M. Daugherty
Notary Public

My Commission Expires:

June 29, 2022
Date



ST. PAUL SQUARE LEGAL DESCRIPTION EXHIBIT "A"

COMMENCING AT A POINT 2 RODS WEST AND 4 RODS SOUTH OF THE NORTHEAST CORNER OF OUTLOT 20 IN THE ORIGINAL SURVEY OF THE TOWN, NOW CITY, OF VALPARAISO, INDIANA; THENCE WEST 8 RODS; THENCE SOUTH 4 RODS; THENCE EAST 8 RODS; THENCE NORTH 4 RODS TO THE PLACE OF BEGINNING AND ALSO THE EAST HALF OF THAT VACATED ALLEY LYING ADJACENT AND WESTERLY THERETO. (AFFECTS LOT 2)

AND

A PART OF OUTLOT 20 OF THE ORIGINAL ADDITION TO OUTLOTS TO THE TOWN, NOW CITY, OF VALPARAISO DESCRIBED AS: COMMENCING AT A POINT 8 RODS SOUTH AND 2 RODS WEST OF THE NORTHEAST CORNER OF SAID OUTLOT 20, AND RUNNING THENCE WEST 8 RODS; THENCE SOUTH 4 RODS; THENCE EAST 8 RODS; THENCE NORTH 4 RODS TO THE PLACE OF BEGINNING, NOW COMMONLY CALLED LOT 3 IN OUTLOT 20 AFORESAID AND ALSO THE EAST HALF OF THAT VACATED ALLEY LYING ADJACENT AND WESTERLY THERETO. (AFFECTS LOT 3)

AND

COMMENCING 8 RODS NORTH OF THE SOUTHEAST CORNER OF OUTLOT 20, IN THE TOWN, NOW CITY, OF VALPARAISO; THENCE WEST 2 RODS, THEN TO COMMENCE AND RUN WEST 8 RODS; THENCE NORTH 4 RODS; THENCE EAST 8 RODS; THENCE SOUTH 4 RODS TO THE PLACE OF BEGINNING, AND ALSO THE EAST HALF OF THAT VACATED ALLEY LYING ADJACENT AND WESTERLY THERETO. (AFFECTS LOT 4)

AND

ALL THAT PARCEL OF LAND LYING, BEING AND SITUATE BETWEEN 2 CERTAIN TRACTS OF LAND DESCRIBED AS FOLLOWS: 1ST: COMMENCING 2 RODS WEST OF THE SOUTHEAST CORNER OF OUTLOT NO. 20 TO THE TOWN, NOW CITY, OF VALPARAISO; THENCE NORTH 8 RODS; THENCE WEST 8 RODS; THENCE SOUTH 8 RODS; THENCE EAST 8 RODS TO THE PLACE OF BEGINNING. 2ND: COMMENCING 1 ROD EAST OF THE SOUTHWEST CORNER OF SAID OUTLOT; THENCE NORTH 8 RODS; THENCE EAST 8 RODS; THENCE SOUTH 8 RODS; THENCE WEST 8 RODS TO THE PLACE OF BEGINNING (AFFECTS LOTS 5, 6, 7 & 8)

AND

COMMENCING 8 RODS NORTH OF THE SOUTHWEST CORNER OF OUTLOT NO. 20 IN THE TOWN, NOW CITY, OF VALPARAISO, PORTER COUNTY, INDIANA; THENCE EAST 1 ROD, COMMENCING HERE AND RUNNING EAST 8 RODS; THENCE NORTH 4 RODS; THENCE WEST 8 RODS; AND THENCE SOUTH 4 RODS TO THE PLACE OF BEGINNING, MAKING A LOT 4 X 8 RODS IN DIMENSIONS, IN SAID CITY, TOWN & STATE, AND ALSO THE WEST HALF OF THAT VACATED ALLEY LYING ADJACENT AND EASTERLY THERETO. (AFFECTS LOT 9)

AND

A PART OF OUTLOT 20 IN THE ORIGINAL ADDITION OF OUTLOTS TO THE TOWN, NOW CITY, OF VALPARAISO BOUNDED AS FOLLOWS: COMMENCING 1 ROD EAST AND 4 RODS SOUTH OF THE NORTHWEST CORNER OF SAID OUTLOT 20 AND RUNNING THENCE EAST 8 RODS; THENCE SOUTH 8 RODS; THENCE WEST 8 RODS; THENCE NORTH 8 RODS TO THE POINT OF COMMENCEMENT, NOW COMMONLY KNOWN AS LOTS 10 AND 11 ITS OUTLOT 20 IN ORIGINAL ADDITION OF OUTLOTS TO THE TOWN, NOW CITY, OF VALPARAISO, AND ALSO THE WEST HALF OF THAT VACATED ALLEY LYING ADJACENT AND EASTERLY THERETO. (AFFECTS LOTS 10 & 11)

AND

LOT 12 AND THE WEST 1/2 OF THE VACATED ALLEY LYING IMMEDIATELY EAST OF AND ADJACENT TO SAID LOT, OF OUTLOT 20 IN THE ORIGINAL SURVEY OF THE TOWN, NOW CITY, OF VALPARAISO, AS PER PLAT THEREOF, RECORDED IN DEED RECORD "A" PAGE 621, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA, EXCEPTING THEREFROM THE WEST 5 RODS THEREOF. (AFFECTS E 1/2 LOT 12)

AND

A PART OF OUTLOT 20 IN THE ORIGINAL TOWN, NOW CITY, OF VALPARAISO, DESCRIBED AS: COMMENCING AT A POINT 1 ROD EAST OF THE NORTHWEST CORNER OF SAID OUTLOT 20 AND RUNNING THENCE EAST 4 RODS; THENCE SOUTH 4 RODS; THENCE WEST 4 RODS; AND THENCE NORTH 4 RODS TO THE PLACE OF BEGINNING, NOW COMMONLY KNOWN AND CALLED THE WEST 1/2 OF LOT 12 OF OUTLOT 20 OF THE ORIGINAL ADDITION OF OUTLOTS TO THE TOWN, NOW CITY, OF VALPARAISO. (AFFECTS W1/2 LOT 12)

ALL AS PER PLAT THEREOF RECORDED IN DEED RECORD "A" PAGE 621, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

STAFF USE ONLY

Date received: _____

____ Names and addresses of property owners within 300 feet provided

____ Plot Plan attached

____ Legal Description provided

____ Petition filled out completely

Date approved for public hearing: _____ Date of public hearing: _____

Date legal notice mailed: _____ Date to be published: _____

Date property owner notices mailed: _____

Additional information: _____

SECONDARY PLAT OF
ST. PAUL'S SQUARE
BEING A PARTIAL REPLAT OF OUTLOT 20
OF THE ORIGINAL SURVEY OF VALPARAISO



NOTES:

1. Owners/Subdivider:
St. Paul - Valparaiso, LLC
St. Paul - Valparaiso II, LLC
St. Paul - Valparaiso III, LLC
c/o Mark Forst
1151 West U.S. Highway 30
Valparaiso, IN 46385
2. Engineer/Surveyor:
Duneland Group, Inc.
1498 POPE COURT
CHESTERTON, IN 46304
3. This plat is based upon a parent survey by Abonmarche Consultants, Inc. which is recorded as Document Number 2018-012715, in the Office of the Recorder of Porter County, Indiana.
4. The sources of title for this plat are Document Number 2017-020408, Document Number 2017-026300, and Document Number 2017-026301, in the Office of the Recorder of Porter County, Indiana.
5. Survey Monuments:
3/8-inch diameter by 24-inch long re-rods with a plastic cap inscribed with "TD SMITH LS# 20200047", and where practical 3/8-inch diameter by 3-inch long magnetic spikes will be set at all lot corners.
6. (XXX) Addresses shown thusly.
7. This parcel lies in Zone X (Areas of Minimal Flood Hazard) per FEMA Flood Insurance Rate Map Panel Number 18127C 02020, dated September 30, 2015.
8. Area of St. Paul's Square = 2.48 Acres
Area of dedicated right-of-way = 0.24 Acres

LEGAL DESCRIPTION:

COMMENCING AT A POINT 2 RODS WEST AND 4 RODS SOUTH OF THE NORTHEAST CORNER OF OUTLOT 20 IN THE ORIGINAL SURVEY OF THE TOWN, NOW CITY, OF VALPARAISO, INDIANA; THENCE WEST 8 RODS; THENCE SOUTH 4 RODS; THENCE EAST 8 RODS; THENCE NORTH 4 RODS TO THE PLACE OF BEGINNING AND ALSO THE EAST HALF OF THAT VACATED ALLEY LYING ADJACENT AND WESTERLY THERETO. (AFFECTS LOT 2)

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AND COMMENCING 8 RODS NORTH OF THE SOUTHEAST CORNER OF OUTLOT 20, IN THE TOWN, NOW CITY, OF VALPARAISO, THENCE WEST 2 RODS, THEN TO COMMENCE AND RUN WEST 8 RODS, THENCE NORTH 4 RODS; THENCE EAST 8 RODS; THENCE SOUTH 4 RODS TO THE PLACE OF BEGINNING, AND ALSO THE EAST HALF OF THAT VACATED ALLEY LYING ADJACENT AND WESTERLY THERETO. (AFFECTS LOT 4)

AND ALL THAT PARCEL OF LAND LYING, BEING AND SITUATE BETWEEN 2 CERTAIN TRACTS OF LAND DESCRIBED AS FOLLOWS: 1ST: COMMENCING 2 RODS WEST OF THE SOUTHEAST CORNER OF OUTLOT NO. 20 TO THE TOWN, NOW CITY, OF VALPARAISO, THENCE NORTH 8 RODS; THENCE WEST 8 RODS; THENCE SOUTH 8 RODS; THENCE EAST 8 RODS TO THE PLACE OF BEGINNING. 2ND: COMMENCING 1 ROD EAST OF THE SOUTHWEST CORNER OF SAID OUTLOT; THENCE NORTH 8 RODS; THENCE EAST 8 RODS; THENCE SOUTH 8 RODS; THENCE WEST 8 RODS TO THE PLACE OF BEGINNING (AFFECTS LOTS 5, 6, 7 & 8)

AND COMMENCING 8 RODS NORTH OF THE SOUTHWEST CORNER OF OUTLOT NO. 20 IN THE TOWN, NOW CITY, OF VALPARAISO, PORTER COUNTY, INDIANA; THENCE EAST 1 ROD, COMMENCING HERE AND RUNNING EAST 8 RODS; THENCE NORTH 4 RODS; THENCE WEST 8 RODS; AND THENCE SOUTH 4 RODS TO THE PLACE OF BEGINNING, MAKING A LOT 4 X 8 RODS IN DIMENSIONS, IN SAID CITY, TOWN & STATE, AND ALSO THE WEST HALF OF THAT VACATED ALLEY LYING ADJACENT AND EASTERLY THERETO. (AFFECTS LOT 9)

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ALL AS PER PLAT THEREOF, RECORDED IN DEED RECORD "A" PAGE 621, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

LAND SURVEYOR CERTIFICATE

I, Troy D. Smith, hereby state that I am a Professional 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 Part IV, Article XXVI of the City of Valparaiso Zoning Ordinance, and Ordinance No. 18, 1974 as amended; that the markers and monuments shown on the plat actually exist; that their location, size, type and material are accurately shown.

Date: Troy D. Smith, Indiana Professional Surveyor # 20200047

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:



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

PLAN COMMISSION CERTIFICATE

Under authority provided by Indiana Code 36-7-4-etc. enacted by the General Assembly of the State of Indiana and Ordinance adopted by the Common Council of the City of Valparaiso, this plat was given approval by the City as follows:

Approved by the Valparaiso Plan Commission at the regular meeting held on _____, 20__.

Valparaiso Plan Commission

Bruce Berner - President

Tyler Kent - Executive Director

DEED OF DEDICATION

We, the undersigned St. Paul - Valparaiso, LLC, St. Paul - Valparaiso II, LLC, and St. Paul - Valparaiso III, LLC, owners of the real estate shown and described herein, do hereby certify that we have laid off, plat, and subdivided said real estate in accordance with the attached plat. This subdivision shall be known and designed as "St. Paul's Square". All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public. Front and side yard building setback lines are hereby established as shown on this plat. There are strips of ground 1, 10, 25 feet and various widths as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of mains, poles, ducts, line, wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

Witness our Hands and Seals this _____ day of _____, 20__.

Mark J. Forst, Manager St. Paul - Valparaiso, LLC

Mark J. Forst, Manager St. Paul - Valparaiso II, LLC

Mark J. Forst, Manager St. Paul - Valparaiso III, LLC

STATE OF INDIANA)
COUNTY OF PORTER) SS.

Before me, a Notary Public, in and for the said County and State, personally appeared _____ and acknowledged the execution of the foregoing as his/her voluntary act and deed on this _____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATION

Under the authority of Ordinance 18, 1974, as amended, the plan was examined by the Board of Public Works and Safety of the City of Valparaiso and approved this _____ day of _____, 20__.

Jon Gestas - Mayor

ATTEST:

Bill Oeding - Member

Steve Poulos - Member

Sharon Swihart - Clerk-Treasurer

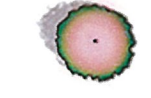
PART OF OUTLOT 20 OF THE
ORIGINAL SURVEY OF VALPARAISO
& BEING PART OF THE SW 1/4,
SEC. 24-T35N-R6W, 2nd P.M.,
PORTER COUNTY, INDIANA

Date: 07/11/2018 Sheet 1
Job No. 2763
Q-SEC: 1734
Drawn: TDS/DGI of Three

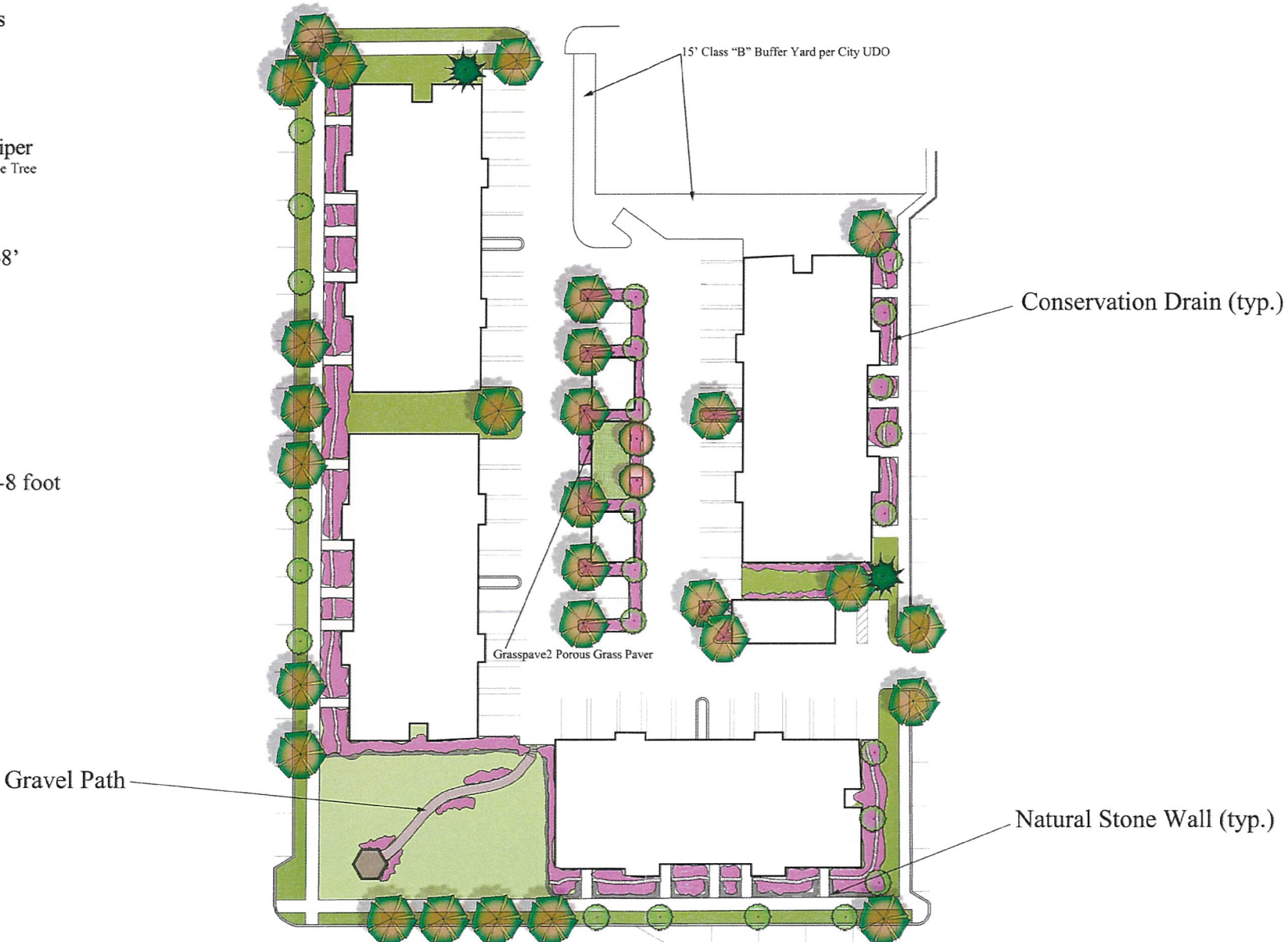
LEGEND

 "Nearly Native"
Flowering Perennials

 Shade Trees 2-3" caliper
Hackberry Kentucky Coffee Tree
Sugar Maple White Oak
Black gum Red Oak

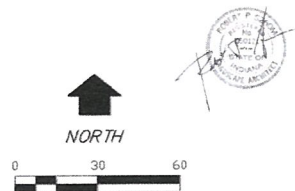
 Ornamental Trees 4-8'
Hawthorn species
Serviceberry
Tree lilac
Redbud
Nannyberry Viburnum
Cinderella Crabapple
Willowwood Viburnum

 Evergreen Trees 7-8 foot
Concolor Fir
Colorado Spruce
Norway Spruce



St. Paul Square

PUD 17-001/PP 17-004 City of Valparaiso Ordinance No. 13, 2017
Landscape Development Plan 07-17-18



Proposed UDO Amendments – August 2018

Amend Article 2, Table 2.201 A, to permit Rooftop Residential Space as a limited use in the Central Business (CBD) and Central Place (CP) zoning districts.

Amend Article 2, Table 2.201 B, to make rooftop space as a prohibited use in the Central Business (CBD) and Central Place (CP) zoning districts.

Amend Article 2.500, Division 2.543, to develop standards for Rooftop Residential Space.

A. Section 2.543 Rooftop Residential Space

B. Generally. Rooftop Residential Space shall be permitted as a Limited Use in the Central Business (CBD) and Central Place (CP) districts subject to the requirements of this section.

C. CBD and CP Districts.

a. All new Rooftop Residential Spaces that are visible from a public street, public alley, public park or open space shall be articulated as follows:

b. Rooftop spaces.

i. Measured from the primary building walls, the residential rooftop space and guard shall be setback from the primary building walls, at least 25 percent; and

ii. The cumulative deck area of the Rooftop Residential Space, shall not exceed 1/3 the roof area.

c. **Guard.** Guard must be visually appealing and clearly define the edges of the rooftop area. The guard shall be maintained in a good visual appearance, without visible fading, dents, tears rust, corrosion, or chipped or peeling paint.

i. The guard design shall be architecturally compatible with the building and design standards of **Division 11.600 Downtown Design Standards**, for buildings located in the CBD zoning district and **Section 11.507 Building Materials**, for buildings located in the CP zoning district.

ii. The Guard color shall comply with **Article 11, Section 11.608, Colors**, for buildings located in the CBD zoning district and

Section 11.509, Colors, for buildings located in the CP zoning district.

- iii. The Guard shall be 70 percent transparent
- iv. The height of the any guard associated with rooftop space shall not exceed the four feet, or the maximum building height for the structure, whichever is less.
- v. The guard supporting structure shall not be exposed from the public way.

d. Rooftop Deck

- i. Rooftop deck shall not be visible from the public way.
- ii. Rooftop deck shall be permanently fastened to the primary building structure.

e. Rooftop Access

- i. Rooftop access shall be required from within the structure. Exterior stairways are prohibited.
- ii. Design for stairways shall comply with **Section 11.604 Building Materials and Finishes**, for buildings located in the CBD zoning district and **Section 11.507 Building Materials**, for buildings located in the CP zoning district.

f. Lighting.

- i. Lighting shall be glare/intrusive-free.
- ii. Lighting shall be permitted only to illuminate the designated area.
- iii. Fixed light shall not be permitted.

g. Furniture/Fixtures.

- i. Furniture/Fixtures shall be durable and or sufficiently sturdy, to ensure stability against severe weather conditions.
- ii. Furniture/Fixtures shall be fastened to the structure in a way that alleviates furniture/fixtures from becoming airborne.
- iii. Furniture/Fixtures shall be removed when not in use, and shall be stored in a manner where the Furniture/Fixtures are not visible from a public street, public alley, public park or open space
- iv. Furniture/Fixtures shall not be installed earlier than March 15th or removed later than November 15th.

h. Noise.

- i. Amplified sound shall not be permitted.

Amend Article 18, Division 18.400, to define terms Guard, Rooftop Residential Space and Rooftop Space.

ARTICLE 18 DEFINITIONS

G Terms

GUARD means a building component or a system of a building components located at or near the open sides of elevated walking surfaces that minimize the possibility of a fall from the walking surface to a lower level.

R Terms

Rooftop Residential Space means a deck or gathering space for residential use(s) on the roof covering any part of the building.

Rooftop Space means a space on the roof covering of any part of the building used for uses other than utilities.

Amend Article 2, Division 2.200 Uses By District, Section 2.201 Permitted, Limited and Special Uses.

[illegible]

FILED

PETITION #: SP18-005
(staff use only)

AUG 07 2018

VALPARAISO PLAN COMMISSION
PETITION FOR PUBLIC HEARING

Sharon Emerson Schubert
Clerk-Treasurer

The undersigned applicant respectfully petitions the City of Valparaiso Plan Commission:

(CHECK ALL THAT APPLY)

PUBLIC HEARING REQUIRED – See Items #8 and #9 in Application Checklist

- ☐ To rezone said property from the _____ zoning district to _____ zoning district
- ☐ To approve a Primary Plat
- ☐ To approve a Planned Unit Development (PUD)
- ☐ To approve a Major Planned Unit Development Amendment
- ☐ To annex property into the City of Valparaiso, Indiana – Checklist item #10
- ☐ To vacate alley
- ☐ To appeal the decision of the Plat Committee

NO PUBLIC HEARING REQUIRED

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

Please provide the following information:
(print or type)

Pepper Cove Development LLC	8051 Wicker Ave, Ste A, St. John, IN 46373	219-558-8080
Owner of property	Address	Phone
Jeff Yatsko	219-613-5166	jyatsko@olthofhomes.com
Contact person	Phone	Email

Applicant is (check one): ☐ Sole Owner ☐ Joint Owner ☐ Tenant ☐ Agent ☒ Other

Olthof Homes	8051 Wicker Ave., Ste A, St. John, IN 46373	219-558-8080
Petitioner	Address	Phone

Address or description of location of property: 153 W 375 N, Valparaiso, IN

Parcel/Tax Duplicate Number 64-09-15-100-012.000-004

Subdivision (if Applicable) Pepper Cove

This property is located on the west side of Froberg Street/Road

Last updated 1/09/18

between (streets) W 375 N and W 400 N

Current Zoning of Property GR Proposed Zoning of Property _____

Zoning of Adjacent Properties: North UR/CN South GR
East GR/CN West GR Other _____

Other information:

Dimensions of property: Frontage 1048' Depth 1487.74'

Property Area (sq. ft./acres) 36.0723 acres

Present use of property:

Residential

Proposed use of property:

Residential

Proposed Variances or Waivers (PUD or Subdivision Plats)

Concurrent filing with BZA for variance from Development Standards to allow single family
attached (Twin Homes) on Lots 21, 24, 25, 28, 29, 31 & 32

Legal description for property: (Exhibit # A)

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

PETITION FEES (CHECK ALL THAT APPLY)

_____ Rezoning:	\$150	
_____ Subdivision Primary Plat:	\$150 + \$10 per lot	_____ Lots X \$10 = _____
_____ Subdivision Amendment	\$100 + \$5 per lot	_____ Lots X \$5 = _____
_____ Planned Unit Development (PUD):	\$500 + \$10 per lot	_____ Lots X \$10 = _____
_____ Major PUD Amendment	\$250 + \$5 per lot	_____ Lots X \$5 = _____
_____ Minor Subdivision (Lot Split)	\$150	
_____ Subdivision Final Plat	\$100 + \$5 per lot	_____ Lots X \$5 = _____
_____ Minor PUD Amendment	\$150	
_____ Annexation:	\$500 + Cost of Fiscal Plan***	
_____ Design/Architectural Approval	\$150	
_____ _____ Overlay District		
_____ Special Meeting Fee	\$1500	
_____ Text Amendment	\$250	
_____ Comprehensive Plan Amendment	\$250	
_____ Vacation	\$100	
_____ Plat Committee Appeal	\$200	

TOTAL FEE \$1000.00

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

[Signature] 8-6-18
Signature of owner/Petitioner Date

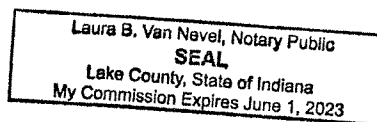
TOO M OLTHOF
Printed name

Subscribed and sworn to before me this 6th day of August, 2018.

[Signature]
Notary Public

My Commission Expires:

June 1, 2023



STAFF USE ONLY

Date received: _____

___ Names and addresses of property owners within 300 feet provided

___ Plot Plan attached

___ Legal Description provided

___ Petition filled out completely

Date approved for public hearing: _____ Date of public hearing: _____

Date legal notice mailed: _____ Date to be published: _____

Date property owner notices mailed: _____

Additional information: _____

Exhibit A - Legal Description

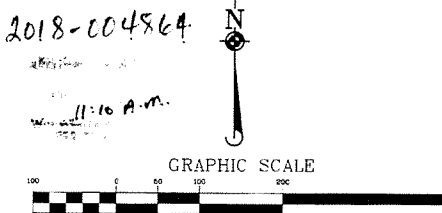
A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN CENTER TOWNSHIP, IN PORTER COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAST IRON MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 00 MINUTES 16 SECONDS WEST (ASSUMED BEARING); ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 1511.21 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 41 SECONDS WEST 1048.00 FEET TO A MAGNETIC NAIL WITH A WILLIAM J. RENSBERGER I.D. TAG; THENCE NORTH 00 DEGREES 00 MINUTES 08 SECONDS WEST 1487.64 FEET TO A MAGNETIC NAIL WITH A WILLIAM J. RENSBERGER I.D. TAG ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 1048.00 FEET TO THE POINT OF BEGINNING.

57-C-5A

BEING A RE-PLAT OF PEPPER COVE - PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 1, 2017 AS DOCUMENT 2017-028868, IN PORTER COUNTY, INDIANA.

COURTYARDS AT PEPPER CREEK CONDOS EXPANSION AREA
OWNER: FROBERG PC DEVELOPMENT LLC



BASIS OF BEARINGS

BEARINGS ARE BASED UPON INDIANA STATE
PLANE COORDINATE SYSTEM, WEST ZONE

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 6
WEST OF THE SECOND PRINCIPAL MERIDIAN, CENTER TOWNSHIP, PORTER COUNTY, INDIANA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION '5; THENCE SOUTH 00 DEGREES 07 MINUTES 46 SECONDS EAST, (BEARINGS BASED UPON INDIANA STATE PLANE COORDINATE SYSTEM, WEST ZONE), ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 618.38 FEET TO THE POINT OF BEGINNING;

TENCE SOUTH 00 DEGREES 07 MINUTES 46 SECONDS EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 892.83 FEET TO THE CENTERLINE OF COUNTY ROAD 375 NORTH; THENCE NORTH 06 DEGREES 06 MINUTES 10 SECONDS WEST, A DISTANCE OF 26.52 FEET TO THE POINT OF BEGINNING FOR TACBON FORTY TWO TO A MAGNETIC NAIL WITH A WILLIAM J. RENSBARGER ID TAG; THENCE NORTH 00 DEGREES 06 MINUTES 10 SECONDS WEST, A DISTANCE OF 826.32 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 12.73 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 10 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 50 SECONDS EAST, A DISTANCE OF 227.92 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 10 SECONDS WEST, A DISTANCE OF 227.92 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 14 SECONDS EAST, A DISTANCE OF 220.00 FEET TO THE POINT

P-2024-000000-0000

NOW KNOWN AS:

LOTS 1 THROUGH 11, LOTS 27 THROUGH 41, LOTS 53 THROUGH 69, LOTS 81 THROUGH 87, OUTLOTS A, B AND C TOGETHER WITH THAT PART OF BLUE RIVER ROAD, BRAMBLE CROSSING, BRISBANE LANE, CASPIAN LANE, CLEAR BROOK DRIVE, HUDSON ROAD, KERRY DRIVE, FORBERG ROAD AND COUNTY ROAD 375 NORTH, ALL LOCATED IN PEPPER COVE - PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 1, 2017 AS DOCUMENT 2017-028866, IN PORTER COUNTY, INDIANA.

SITE DATA

VILLA HOMES: 32 UNITS (LOTS 34-41, 53-69, AND 81-87);
DUPLEXES: 36 UNITS (LOTS 1A-11B AND 27A-33B);
TOTAL UNITS = 68 UNITS

BUILDING SETBACKS

VILLA HOMES:
FRONT SETBACK = 20.00'
SIDEYARD SETBACK = 6.00'
REAR SETBACK = 25.00'

DUPLEXES:
FRONT SETBACK = 20.00'
SIDEYARD SETBACK = 7.50'
BUILDING TO BUILDING = 15.00'

PROPERTY INFORMATION

PART OF TAX KEY NO = 64-09-15-100-012.000-004

AREA IN LOTS = 501,167 SQ.FT. (11.505 ACRES)
 AREA IN OUTLOTS = 181,546 SQ.FT. (4.168 ACRES)
 AREA IN RIGHT-OF-WAY = 225,964 SQ.FT. (5.187 ACRES)
 TOTAL LAND AREA = 908,677 SQ.FT. (20.860 ACRES)

SURVEYOR'S NOTES

1. THIS SUBDIVISION CONSISTS OF 68 LOTS AND 3 OUTLOTS AND IS AN INTEGRAL PART OF AN OVERALL NUMBERING SYSTEM TO EMBRACE ALL PEPPER COVE SUBDIVISION.

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

3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

4. A BLANKET EASEMENT FOR STORMWATER MANAGEMENT, PUBLIC UTILITIES AND DRAINAGE IS HEREBY GRANTED OVER ALL OF OUTLOT A AND C. THIS EASEMENT SHALL BE SUBJECT TO THE SAME PROVISIONS AS ALL OTHER PUBLIC UTILITY EASEMENTS SHOWN HEREON.

5. CROSS REFERENCE IS HEREBY MADE TO AN ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY PREPARED BY V3, WITH A LAST REVISED DATE OF OCTOBER 28, 2016 AND RECORDED IN PORTER COUNTY, INDIANA AS A SEPARATE DOCUMENT.

6. CROSS REFERENCE IS HEREBY MADE TO THE FINAL PLAT OF PEPPER COVE - PHASE 1 RECORDED ON DECEMBER 1, 2017 AS DOCUMENT NUMBER 2017-028868. THE ONLY DIFFERENCE BETWEEN THIS RE-PLAT AND THE ORIGINAL PLAT NOTED ABOVE IS THE ADDITION OF DIVISION LINES AND DIMENSIONS FOR THE DUPLEX LOTS. THE LOT NUMBERS FOR THE DUPLEX LOTS HAVE NOT CHANGED, HOWEVER, LETTER DESIGNATIONS HAVE BEEN ADDED TO DIFFERENTIATE THE DUPLEX UNITS.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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

WITNESS MY HAND AND SEAL THIS 7TH DAY OF FEBRUARY, 2018

Timothy J. Murphy
TIMOTHY J. MURPHY, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. LS-2590000

TIMOTHY J. MURPHY, P.L.S.
INDIANA REGISTERED LAND SURVEYOR NO. 15-2990000



PRE-PLAT OF PEPPER COVE - PHASE 1

VALPARAISO, INDIANA

FINAL PLAT OF SUBDIVISION

PROJ MGR. BDM
PROJ ASSOC. TJM
DRAWN BY: JD
DATE: 10/13/17
SCALE: 1"=100'

SHEET
1 OF **2**
OLTPIN01

OLTVPIN01

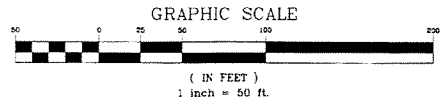
RE-PLAT OF PEPPER COVE - PHASE 1

BEING A RE-PLAT OF PEPPER COVE - PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 1, 2017 AS DOCUMENT 2017-028868, IN PORTER COUNTY, INDIANA.

57-C-5A

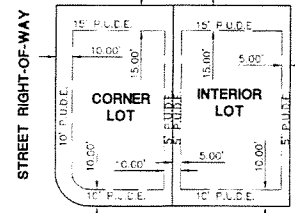
2018-06-14

11:10 A.M.



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	20.00'	31.42'	N44°59'14"E	28.28'
C2	20.00'	31.42'	N45°07'46"W	28.28'
C3	20.00'	31.42'	S45°07'56"E	28.28'
C4	20.00'	31.41'	S44°57'02"W	28.28'
C5	20.00'	31.42'	N45°08'10"W	28.28'
C6	20.00'	31.42'	N44°51'50"E	28.28'
C7	20.00'	31.42'	N19°05'02"W	28.28'
C8	20.00'	31.42'	S70°54'58"W	28.28'
C9	75.00'	61.04'	S54°05'31"E	60.73'
C10	20.00'	22.93'	S76°56'49"E	21.70'
C11	75.00'	60.04'	N60°02'06"E	59.75'
C12	125.00'	22.60'	S84°41'06"W	22.57'
C13	20.00'	33.52'	S3°28'24"W	79.73'
C14	175.00'	50.06'	S08°19'52"E	49.89'
C15	120.00'	37.40'	N81°59'77"E	37.25'
C16	125.45'	48.76'	N84°11'42"E	48.45'
C17	152.40'	67.05'	N82°43'36"E	66.51'
C18	80.11'	62.57'	N80°24'31"E	62.26'
C19	241.80'	42.83'	S84°53'50"E	42.76'
C20	277.18'	76.49'	S72°13'35"E	76.23'
C21	66.21'	18.55'	S70°14'24"E	18.50'
C22	15.00'	3.06'	N04°55'16"W	3.05'
C23	80.00'	64.66'	N12°23'48"E	62.91'
C24	45.00'	52.95'	N01°50'34"E	49.65'
C25	66.21'	13.18'	S84°01'11"E	13.16'

TYPICAL LOT DETAIL FOR PUBLIC UTILITY AND DRAINAGE EASEMENT



- STREET RIGHT-OF-WAY
- ALL V.I.A. HOME LOTS SHALL BE SUBJECT TO THE TYPICAL EASEMENTS SHOWN ABOVE UNLESS OTHERWISE NOTED ON THE PLAT.
 - ALL DUPLEX LOTS SHALL BE SUBJECT TO THE TYPICAL EASEMENTS SHOWN ABOVE UNLESS OTHERWISE NOTED ON THE PLAT. HOWEVER, THERE SHALL BE NO P.U.D.E. ALONG THE INTERIOR DIVISION LINES THAT SEPARATE THE DUPLEX UNITS.
 - OUTLOTS SHALL NOT BE SUBJECT TO THE TYPICAL EASEMENTS SHOWN ABOVE.

DATE	REVISION
02/07/18	REVISED PER COUNTY REVIEW
11/20/17	ADDED EASEMENTS
10/25/17	REVISED PER CITY REVIEW

Manhard CONSULTING
7000 Barnhart Drive, Indianapolis, IN 46240
317.591.8500
Construction Managers • Environmental Scientists • Landscape Architects • Planners

RE-PLAT OF PEPPER COVE - PHASE 1
VALPARAISO, INDIANA
FINAL PLAT OF SUBDIVISION

PROJ. NO. 50M
PROJ. ASSOC. J.M.
DRAWN BY J.C.
DATE 10/13/17
SCALE 1"=50'
SHEET
2 OF **2**
OLTVPIN01