

AGENDA

VALPARAISO PLAN COMMISSION

Tuesday - June 11th, 2019

7:00 PM - 653 Hayes-Leonard Road, Door #1, Temporary Council Chambers

- I. Pledge of Allegiance**
- II. Roll Call**
- III. Minutes of the May 14th, 2019 meeting**
- IV. Old Business**

PP19-001 A public hearing on a petition filed by Ed Recktenwall of Oltholf Homes, 8051 Wicker Ave, Ste. B, St. John, IN 46373. The petitioner requests approval of a primary plat for a 78 lot subdivision to be known as Hawthorne Hills.

- V. New Business**
- VI. Adjournment**

NEXT REGULAR PLAN COMMISSION MEETING:

JULY 9TH 2019 - 7:00 PM – HAYES LEONARD SCHOOL, 653 HAYES LEONARD ROAD

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

FILED

PETITION #: PP19-001
(staff use only)

APR 22 2019

**VALPARAISO PLAN COMMISSION
PETITION FOR PUBLIC HEARING**

Sharon Emerson
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)

Janice Reynolds personal representative of the
Estate of John J. Golub 19290 Maplewood Lane, Munster, IN 46321 219-677-9044

Owner of property	Address	Phone
Ed Recktenwall	219-728-8122	erecktenwall@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: West of State Road 49, Valparaiso, Indiana

Parcel/Tax Duplicate Number 64-10-05-305-001.000-020 & 64-10-06-431-002.000-003

Subdivision (if Applicable) _____

This property is located on the west side of State Road 49 Street/Road
between (streets) Burlington Beach Road and 600 N

Current Zoning of Property County RR Proposed Zoning of Property General Residential

Zoning of Adjacent Properties: North GR South GR & S
East GR West GR Other _____

Other information:

Dimensions of property: Frontage N/A Depth 1700.31'

Property Area (sq. ft./acres) approx. 28.87 acres

Present use of property:

Agricultural

Proposed use of property:

Residential

Proposed Variances or Waivers (PUD or Subdivision Plats)

N/A

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
<u>x</u> Subdivision Primary Plat:	\$150 + \$10 per lot <u>78</u> Lots X \$10 = <u>\$780</u>
_____ 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 \$930

***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).

Ed Reckersway 4/18/19
Signature of owner/Petitioner Date

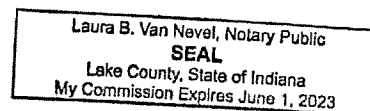
Ed Reckersway
Printed name

Subscribed and sworn to before me this 18th day of April, 2019.

[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: _____

**NOTICE OF PUBLIC HEARING
CITY OF VALPARAISO PLAN COMMISSION**

Dear Property Owner:

This letter is to notify you that the City of Valparaiso Plan Commission will contact a public hearing on Petition Number _____ on the 14th day of May, 2019 at 7:00 pm at Valparaiso City Hall, 166 Lincolnway, City Council Chambers, to consider a request for Plan Commission action (insert requested action here) Primary Plat Petition.

The Petitioner for the requested action is Olthof Homes
of (address here) 8051 Wicker Ave., Suite A, St. John, Indiana
The property is located in the county RR Zoning District. The subject parcel is located at
(Address or Location) west of State Road 49, Valparaiso, Indiana and includes the following tract of land:

Legal Description

West of State Road 49, Valparaiso, Indiana and see attached legal description

You are sent this notice as a property owner within 300 feet of the parcel. Your view on this petition may be submitted in writing to the Planning Director, or you will be given an opportunity to be heard at the above-mentioned time of the Public Hearing. All interested property owners are invited to attend. To review the petition and detailed site plans contact the Planning Department between 8:30 a.m. and 4:30 p.m. Monday through Friday.

Correspondence to:

Tyler Kent, Planning Director
Valparaiso City Hall
166 Lincolnway
Valparaiso, IN 46383

Phone: (219) 462-1161 **Fax:** (219) 464-4273

e-mail: tkent@valpo.us

(all electronic mail must include name, address, and telephone number)

Respectfully,

Petitioner

Petitioner

Petitioner

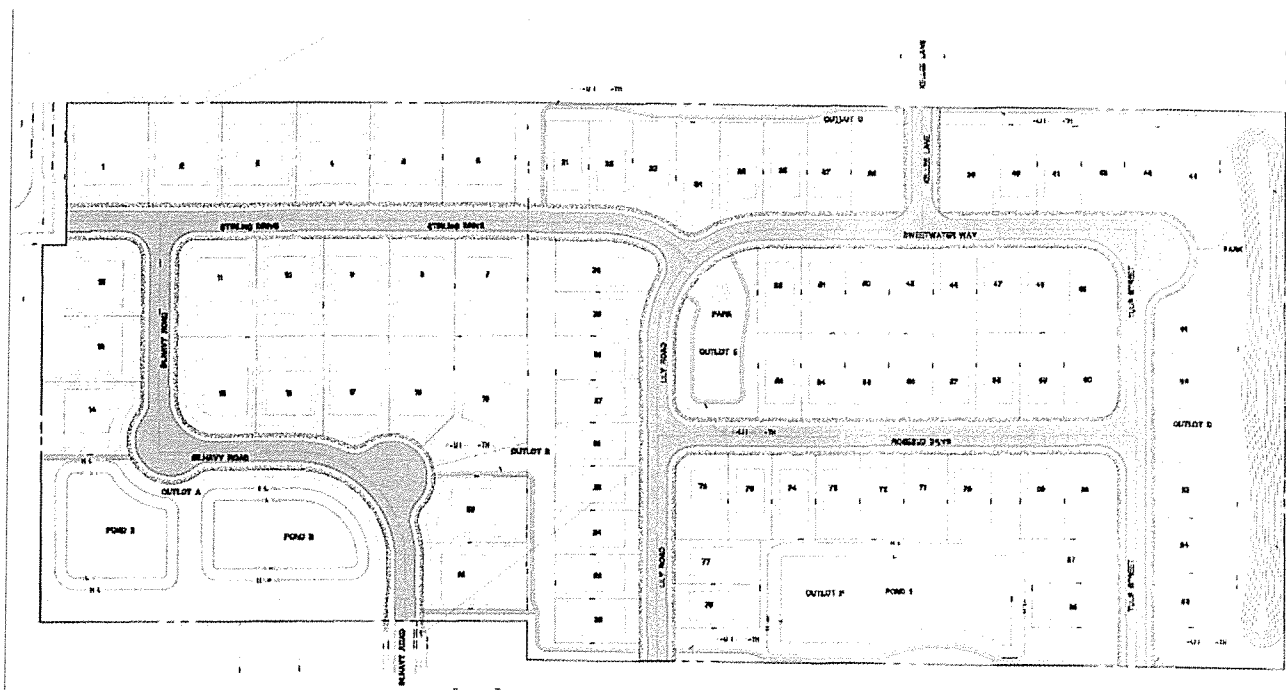
Petitioner

Exhibit A

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 WEST AND THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN IN CENTER TOWNSHIP, PORTER COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE ON THE EAST LINE OF SAID SECTION 6 WHICH IS 1204.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES, 57 MINUTES, 30 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 660.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 712.03 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 30 SECONDS EAST, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORD 204, PAGE 462 IN THE RECORDER'S OFFICE OF PORTER COUNTY, INDIANA A DISTANCE OF 1040.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE STATE ROAD NO. 49 BYPASS; THENCE SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 763.60 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID 204, PAGE 462, A DISTANCE OF 1040.31 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING 1151.37 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER (ALSO BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6), A DISTANCE OF 53.13 FEET TO THE POINT OF BEGINNING.

Hawthorne Hills Community Project Description

Hawthorne Hills is a proposed single-family subdivision spread over two parcels of land on the northeast side of the City of Valparaiso limits. The parcels are bound by Hawthorne North subdivision to the west, Hawthorne Subdivision to the south and IN 49 to the east. The northern boundary of the project abuts unincorporated Porter County and Sunny Lane subdivision. The project will consist of two zoning classes recently approved by the City Council in March 2019. The western 10 acre parcel is Suburban Residential and the eastern 18 acre parcel is General Residential. Both parcels will be built with detached single family residences, 21 on the Suburban residential parcel and 57 on the eastern parcel. Community features will be incorporated into the project for future homeowner use. These features include, open spaces for active uses, passive park areas and an extensive walking path system with future connectivity to regional trails.





Hawthorne Hills Vicinity Map

Web Print: 04/19/2019



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Exhibit A

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 WEST AND THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN IN CENTER TOWNSHIP, PORTER COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE ON THE EAST LINE OF SAID SECTION 6 WHICH IS 1204.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES, 57 MINUTES, 30 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 660.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 712.03 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 30 SECONDS EAST, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORD 204, PAGE 462 IN THE RECORDER'S OFFICE OF PORTER COUNTY, INDIANA A DISTANCE OF 1040.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE STATE ROAD NO. 49 BYPASS; THENCE SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 763.60 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID 204, PAGE 462, A DISTANCE OF 1040.31 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING 1151.37 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER (ALSO BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6), A DISTANCE OF 53.13 FEET TO THE POINT OF BEGINNING.



**PRELIMINARY STORMWATER
MANAGEMENT SUMMARY
FOR
HAWTHORNE HILLS
VALPARAISO, INDIANA**

Prepared for:
OLTHOF HOMES, LLC
8051 WICKER AVENUE
ST. JOHN, INDIANA 46373

Prepared by:
MANHARD CONSULTING, LTD.
700 SPRINGER DRIVE
LOMBARD, IL 60148

April 18, 2019

TABLE OF CONTENTS

NARRATIVE

- Introduction
- Project Overview
- Existing Drainage Characteristics
- Proposed Conditions
- Detention Summary
- Stormwater Pollution Prevention Measures
- Conclusion

APPENDIX

- NWI Wetlands Map
- USDA Hydrologic Soils Map
- FEMA FIRMette
- Proposed Conditions CN Calculation
- Proposed Conditions Hydrograph Report
- Proposed Stage Storage Table
- Overall Proposed Drainage Exhibit



Introduction

The purpose of this Preliminary Stormwater Management Summary is to identify the onsite detention requirements for the proposed subdivision and to manage the stormwater for the development site pursuant to the code provisions and accepted engineering practices. The proposed improvements are located approximately 1/4 mile north of the intersection of IN-49 & Burlington Beach Road, along the western side of IN-49, in the City of Valparaiso, Porter County, Indiana. This stormwater report will analyze existing and proposed conditions for the site and will meet the detention requirements of all phases of development. A site location map can be found on the Title sheet of the associated plan set.

Project Overview

The proposed development is to be an ±28.84 acre subdivision, which will be developed with 21 single family residences and 57 single family villas, public roadways, storm sewer, watermain and sanitary sewer extensions, and proposed detention basins. The proposed detention basins were analyzed using HydroFlow Stormwater Modeling program (TR55). SCS Type II rainfall data was used in the proposed site's stormwater calculations.

Best Management Practices (BMPs) for erosion control measures during construction as well as BMPs for post-construction erosion and sediment control will be provided in accordance with the City of Valparaiso Stormwater Technical Standards Manual.

Existing Drainage Characteristics

The existing site is composed of mostly farmland with an existing gravel road along the south property line, as well as tree lines along the north, west and south property lines, as well as within the middle of the site. The site generally drains from east to west, and north to south. The site is bounded to the west by Hawthorne North Subdivision (Residential), to the north by Sunny Lanes Subdivision (Residential), and to the south by Hawthorne Subdivision (Residential and Agricultural Land). The eastern portion of the site is bounded by IN-49 (Highway).

The US EPA Watershed Map indicates that the site lies within the West Branch Crooked Creek-Flint Lake watershed (14-digit Hydraulic Unit Code 07120001090060). The existing drainage patterns are maintained under proposed conditions.

The USFWS National Wetland Inventory Map shows there are no existing wetlands located on site. Please see the National Wetlands Inventory Map located in the Appendix of this report.

The Custom Soil Survey Report for this site, generated by the USDA, indicates that the soils likely to be found on the site are: Haskins loam (HkA) 0 to 2 percent slopes – Hydrologic Group B/D, Ozaukee silt loam (OzaB2) 2 to 6 percent slopes eroded – Hydrologic Soil Group C, Pewamo silty clay loam (Pe) – Hydrologic Soil Group C/D, Riddles silt loam (RIB) 6 to 12 percent slopes – Hydrologic Soil Group B, and Riddles loam (RmC2) 6 to 12 percent slopes eroded – Hydrologic Soil Group B. Please see the Soils Map located in the Appendix of this report.

The FEMA Flood Insurance Rate Map (FIRM) Panels number for the site is Map Number 18127C0145D effective September 30, 2015. The panel indicates the site is within a Zone X designation (area of minimal flooding – no shading). Please see the FEMA FIRMette Map located in the Appendix of this report.

Proposed Conditions

The proposed Hawthorne Hills Subdivision will be developed with 21 single family residences and 57 single family villas, public roadways, storm sewer, watermain and sanitary sewer extensions, and proposed detention basins.

The proposed development is split into three different tributary areas associated with the proposed detention basins. Tributary Area A, which drains to Pond 1, discharges to the south and has an allowable release rate 8.25 cfs based off 0.5 cfs per acre. Tributary Area 1 is a total of 16.53 Ac and has a CN of 76.

Tributary Area 2, which drains to Pond 2, discharges to the south to an existing storm structure located approximately 58' south of the south property line, along the west curb of Silhavy Road. The allowable release rate is 3.55 cfs based off 0.5 cfs per acre. Tributary Area 2 is a total of 7.12 Ac and has a CN of 71.

Tributary Area 3, which drains to Pond 3, discharges directly to the west to the existing basin within the Hawthorne Hills North Subdivision. The allowable release rate is 2.59 cfs based off 0.5 cfs per acre. Tributary Area 2 is a total of 5.19 Ac and has a CN of 75.

The proposed site currently receives offsite flow located from the north subdivision, the southern subdivision (Hawthorne Hills Subdivision) and farmland, and the west along IN-49. The offsite flow will be bypassed through each of the respective basins that each subarea drains to, by the use of emergency overflow weirs constructed along the top of the berm of each basin and sized according the required bypass flow rate.

Detention Summary

The table below summarizes the detention calculations for the detention basins. The allowable release was calculated based on 0.5 cfs per acre based on the proposed acreage going to each pond.

DETENTION BASIN SUMMARY							
Detention Pond	Design Storm	Tributary Area (Ac)	Detention Provided (Ac-Ft)	Allowable Release (cfs)	Proposed Release (cfs)	HWL	Orifice Diameter (in)
Pond 1	100 Year	16.53	4.09	8.25	8.13	819.00	12.90
Pond 2	100 Year	7.12	1.93	3.55	3.54	809.00	8.40
Pond 3	100 Year	5.19	1.91	2.59	2.55	814.00	7.10

Pond 1 will release through a 12.90" diameter orifice cored into a 6' diameter concrete barrel section with a Haala debris grate mounted on the barrel section just above the HWL elevation of 819.00. The structure will discharge through the site in a 15" RCP sewer, which discharges to an existing swale that drains southwesterly to a detention basin located along Nottingham Drive & Silhavy Road, within the existing Hawthorne Hills Subdivision.

Pond 2 will release through a 8.40" diameter orifice cored into a 6' diameter concrete barrel section with a Haala debris grate mounted on the barrel section just above the HWL elevation of 809.00. The structure will discharge through the site in a 12" RCP sewer with gravity flow to the south, where it will tie into the storm structure located approximately 58' south of the property line, along the western curb of Silhavy Road. The storm water will then run to the south, along Silhavy Road, to the detention basin located along Nottingham Drive & Silhavy Road, within the existing Hawthorne Hills Subdivision.

Pond 3 will release through a 7.10" diameter orifice cored into a 6' diameter concrete barrel section with a Haala debris grate mounted on the barrel section just above the HWL elevation of 814.00. The structure will discharge through the site in a 12" RCP sewer, which will discharge into the existing detention basin adjacently to the west of the western property line, located in the existing Hawthorne Hills North Subdivision.

Stormwater Pollution Prevention Measures

Post-Construction Water Quality BMPs for the project are found in the various detention basins. Pond 1 is a wet basin, which meets the 80% TSS removal requirement as put forth in the City of Valparaiso Stormwater Management Ordinance. Ponds 2 and 3 are to be dry bottom basins and will aim to achieve the same TSS removal requirement. Most of the bottom of the basins will be seeded and sloped at 1%, which acts as a vegetated swale for water draining into the basins. Additionally, all stormwater entering the basins will make its way to the center channel, which has a wet sump that will allow for sediment and other pollutants to settle prior to being discharged from the site.

Conclusion

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

A handwritten signature in black ink, appearing to read "Brad Moore", with a stylized flourish at the end.

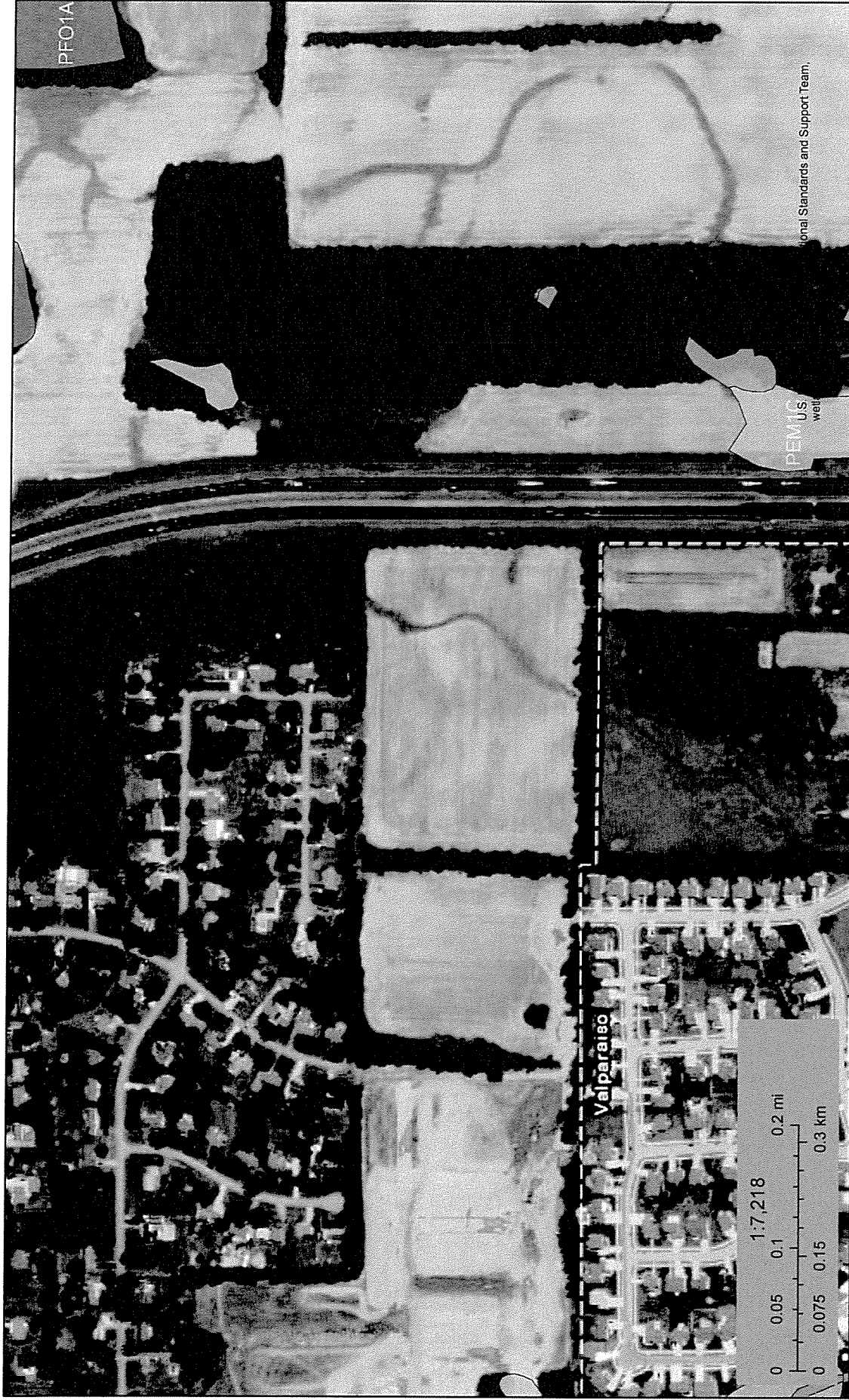
Brad Moore
Senior Project Manager



U.S. Fish and Wildlife Service

National Wetlands Inventory

Hawthorne Hills Subdivision



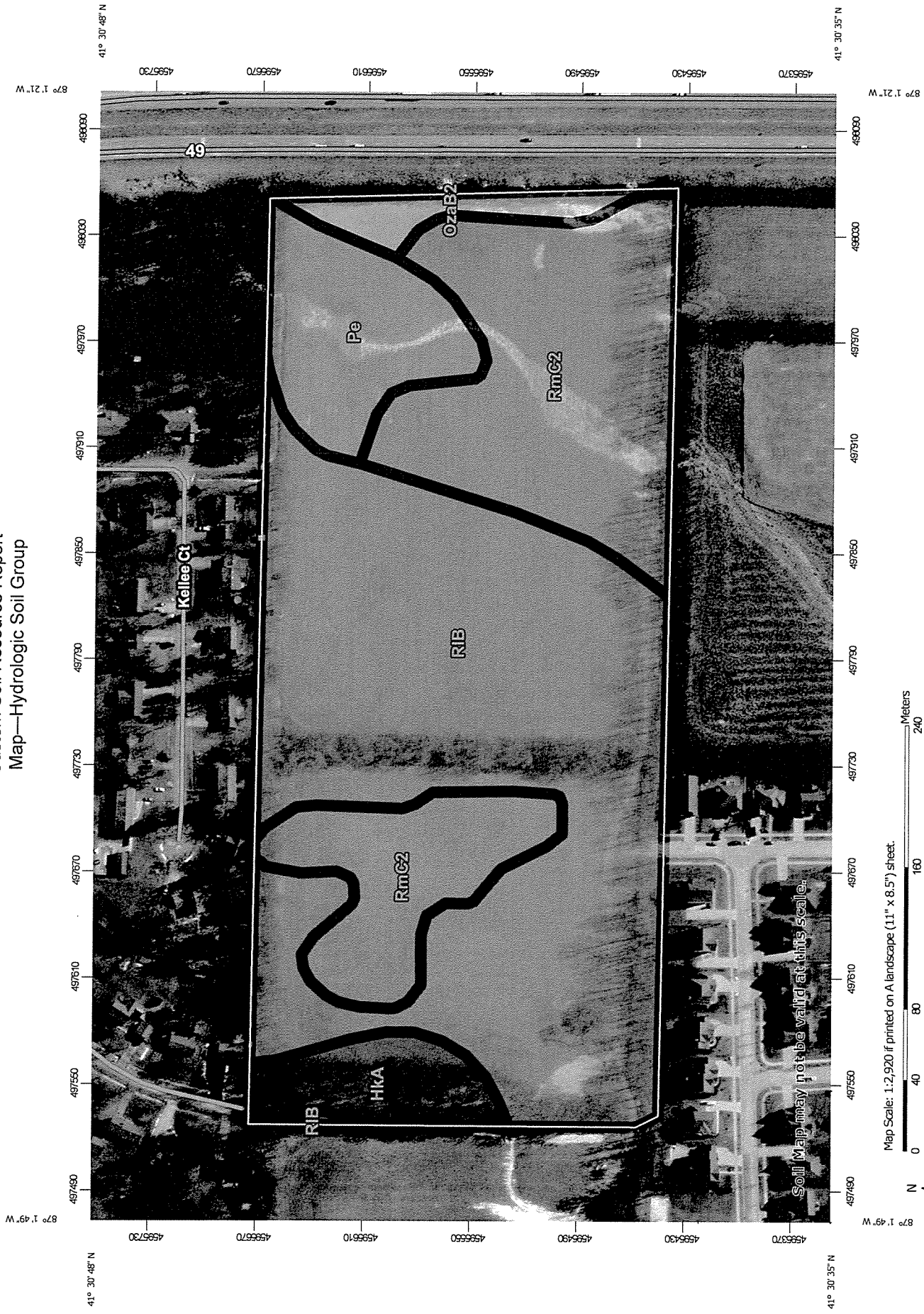
April 17, 2019

Wetlands

- | | | | | | |
|--|--------------------------------|--|-----------------------------------|--|----------|
| | Estuarine and Marine Deepwater | | Freshwater Emergent Wetland | | Lake |
| | Estuarine and Marine Wetland | | Freshwater Forested/Shrub Wetland | | Other |
| | | | Freshwater Pond | | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Custom Soil Resource Report Map—Hydrologic Soil Group



Soil Map may not be valid at this scale.

Custom Soil Resource Report

Table—Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HkA	Haskins loam, 0 to 2 percent slopes	B/D	1.4	4.8%
OzaB2	Ozaukee silt loam, 2 to 6 percent slopes, eroded	C	0.9	2.9%
Pe	Pewamo silty clay loam	C/D	2.7	9.0%
RIB	Riddles silt loam, 2 to 6 percent slopes	B	16.0	53.3%
RmC2	Riddles loam, 6 to 12 percent slopes, eroded	B	9.0	30.1%
Totals for Area of Interest			30.1	100.0%

Rating Options—Hydrologic Soil Group

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

National Flood Hazard Layer FIRMette



41°30'53.11"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

USGS The National Map. Orthoimagery. Data refreshed October 2017

87°11'12.99"W

41°30'26.17"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, AE, AH, VE, AR
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRS
Area of Undetermined Flood Hazard Zone D

OTHER AREAS

Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

GENERAL STRUCTURES

Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

OTHER FEATURES

Digital Data Available
No Digital Data Available
Unmapped

MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/17/2019 at 2:57:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Worksheet 2: Runoff curve number - PROPOSED TRIBUTARY AREA 1

Project	HAWTHORNE HILLS	By	MSP	Date	4/15/2019
Location	VALPARAISO, IN	Checked		Date	
Check one: Present ☐ Developed ☒ PROPOSED CONDITIONS					

1. Runoff curve number

Soil name and hydrologic group (appendix A)	Cover Description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/ connected impervious area ratio)	CN			Area		Product of CN x area
		Table 2-2	Figure 2-3	Figure 2-4			
					acres	X	
					mi ²		
					%		
B	1/4 Acre Lot	75			9.73	729.8	
D	1/4 Acre Lot	87			2.26	196.6	
B	Open Space (Good Condition)	61			2.69	164.1	
D	Open Space (Good Condition)	80			1.05	84.0	
	Open Water	98			0.80	78.4	
Totals					16.53	1252.9	

$$\text{CN (weighted)} = \frac{\text{total product}}{\text{total area}} = \frac{1252.860}{16.530} = 75.79$$

Use CN

76

Worksheet 2: Runoff curve number - PROPOSED TRIBUTARY AREA 2

Project	HAWTHORNE HILLS	By	MSP	Date	4/15/2019
Location	VALPARAISO, IN	Checked		Date	

Check one: ☐ Present ☒ Developed **PROPOSED CONDITIONS**

1. Runoff curve number

Soil name and hydrologic group (appendix A)	Cover Description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/ connected impervious area ratio)	CN			Area		Product of CN x area
		Table 2-2	Figure 2-3	Figure 2-4	acres	X	
					mi ²	%	
B	1/4 Acre Lot	75			5.08		381.0
D	1/4 Acre Lot	87			0.00		0.0
B	Open Space (Good Condition)	61			2.04		124.4
D	Open Space (Good Condition)	80			0.00		0.0
	Open Water	98			0.00		0.0
Totals					7.12		505.4

CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{505.440}{7.120} = 70.99$

Use CN

71

Worksheet 2: Runoff curve number - PROPOSED TRIBUTARY AREA 3

Project	HAWTHORNE HILLS	By	MSP	Date	4/15/2019
Location	VALPARAISO, IN	Checked		Date	
Check one:	Present	☒ Developed	PROPOSED CONDITIONS		

1. Runoff curve number

Soil name and hydrologic group (appendix A)	Cover Description (cover type, treatment, and hydrologic condition; percent impervious; unconnected/ connected impervious area ratio)	CN			Area		Product of CN x area
		Table 2-2	Figure 2-3	Figure 2-4	acres	X	
					mi ²		
					%		
B	1/4 Acre Lot	75			3.10		232.5
D	1/4 Acre Lot	87			1.13		98.3
B	Open Space (Good Condition)	61			0.96		58.6
D	Open Space (Good Condition)	80			0.00		0.0
	Open Water	98			0.00		0.0
Totals					5.19		389.4

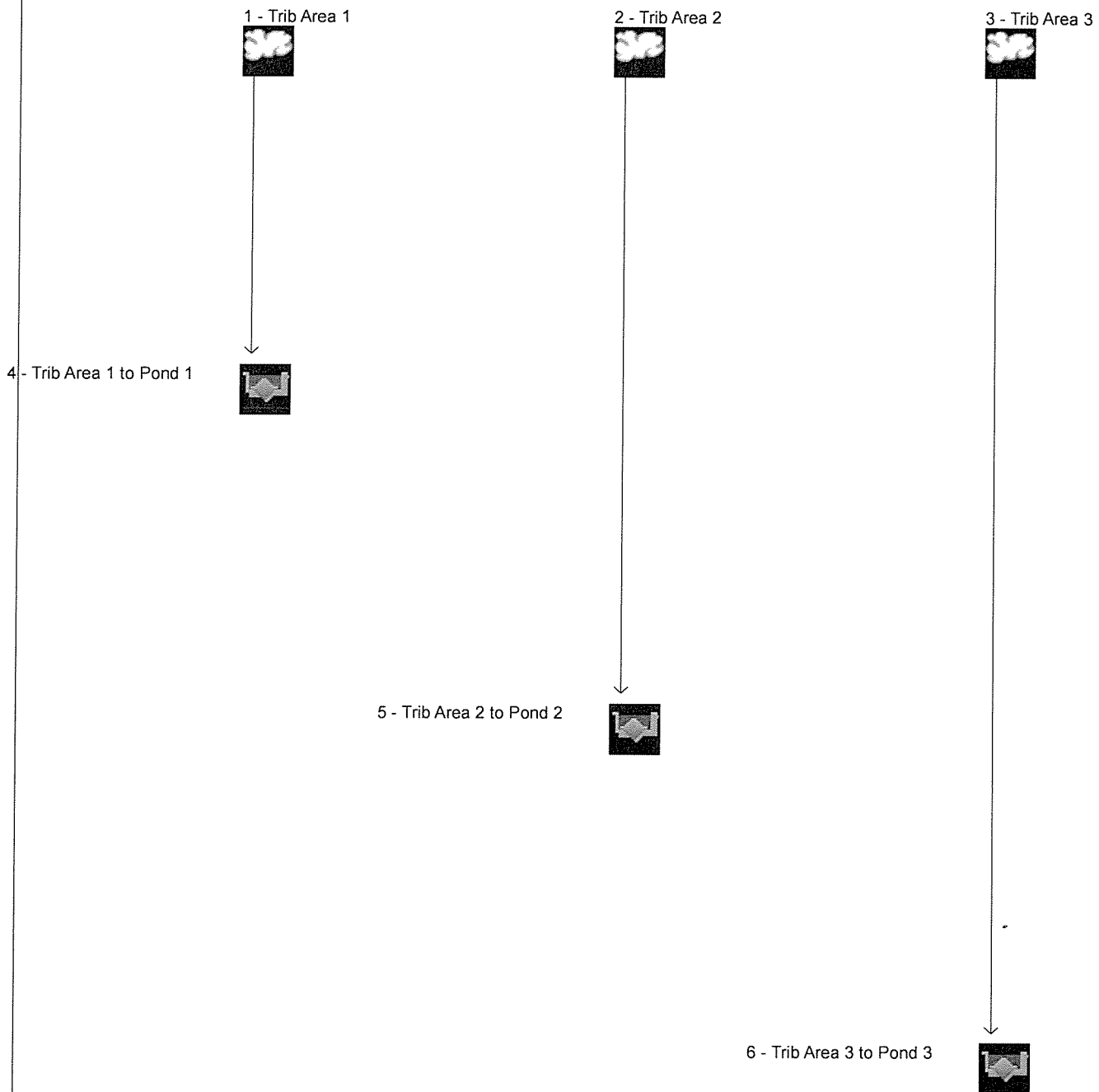
CN (weighted) = $\frac{\text{total product}}{\text{total area}} = \frac{389.370}{5.190} = 75.02$

Use CN

75

Watershed Model Schematic

Hydraflow Hydrographs by Intelisolve v9.22



Hydrograph Summary Report

Hydraflow Hydrographs by Intelisolve v9.22

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph description
1	SCS Runoff	108.65	2	722	307,085	----	-----	-----	Trib Area 1
2	SCS Runoff	41.91	2	722	117,586	----	-----	-----	Trib Area 2
3	SCS Runoff	33.42	2	722	94,268	----	-----	-----	Trib Area 3
4	Reservoir	8.017	2	780	306,674	1	818.81	168,148	Trib Area 1 to Pond 1
5	Reservoir	3.089	2	784	117,537	2	808.13	62,686	Trib Area 2 to Pond 2
6	Reservoir	2.068	2	798	94,215	3	812.74	53,299	Trib Area 3 to Pond 3
Prelim.gpw					Return Period: 100 Year			Thursday, Apr 18, 2019	

Hydrograph Report

Hydraflow Hydrographs by Intelisolve v9.22

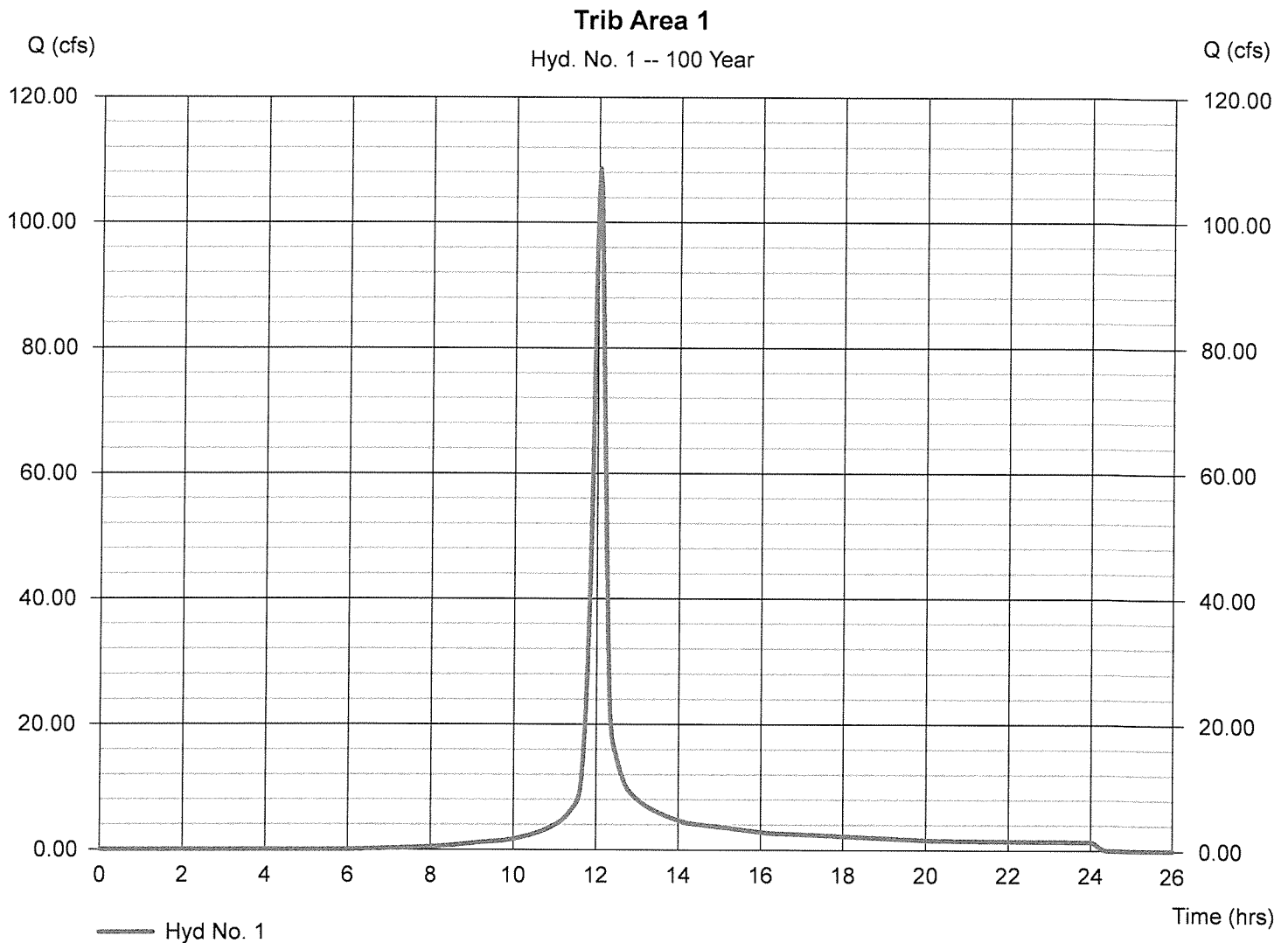
Thursday, Apr 18, 2019

Hyd. No. 1

Trib Area 1

Hydrograph type = SCS Runoff
 Storm frequency = 100 yrs
 Time interval = 2 min
 Drainage area = 16.530 ac
 Basin Slope = 0.0 %
 Tc method = USER
 Total precip. = 8.10 in
 Storm duration = 24 hrs

Peak discharge = 108.65 cfs
 Time to peak = 12.03 hrs
 Hyd. volume = 307,085 cuft
 Curve number = 76
 Hydraulic length = 0 ft
 Time of conc. (Tc) = 15.00 min
 Distribution = Type II
 Shape factor = 484



Hydrograph Report

Hydraflow Hydrographs by Intelisolve v9.22

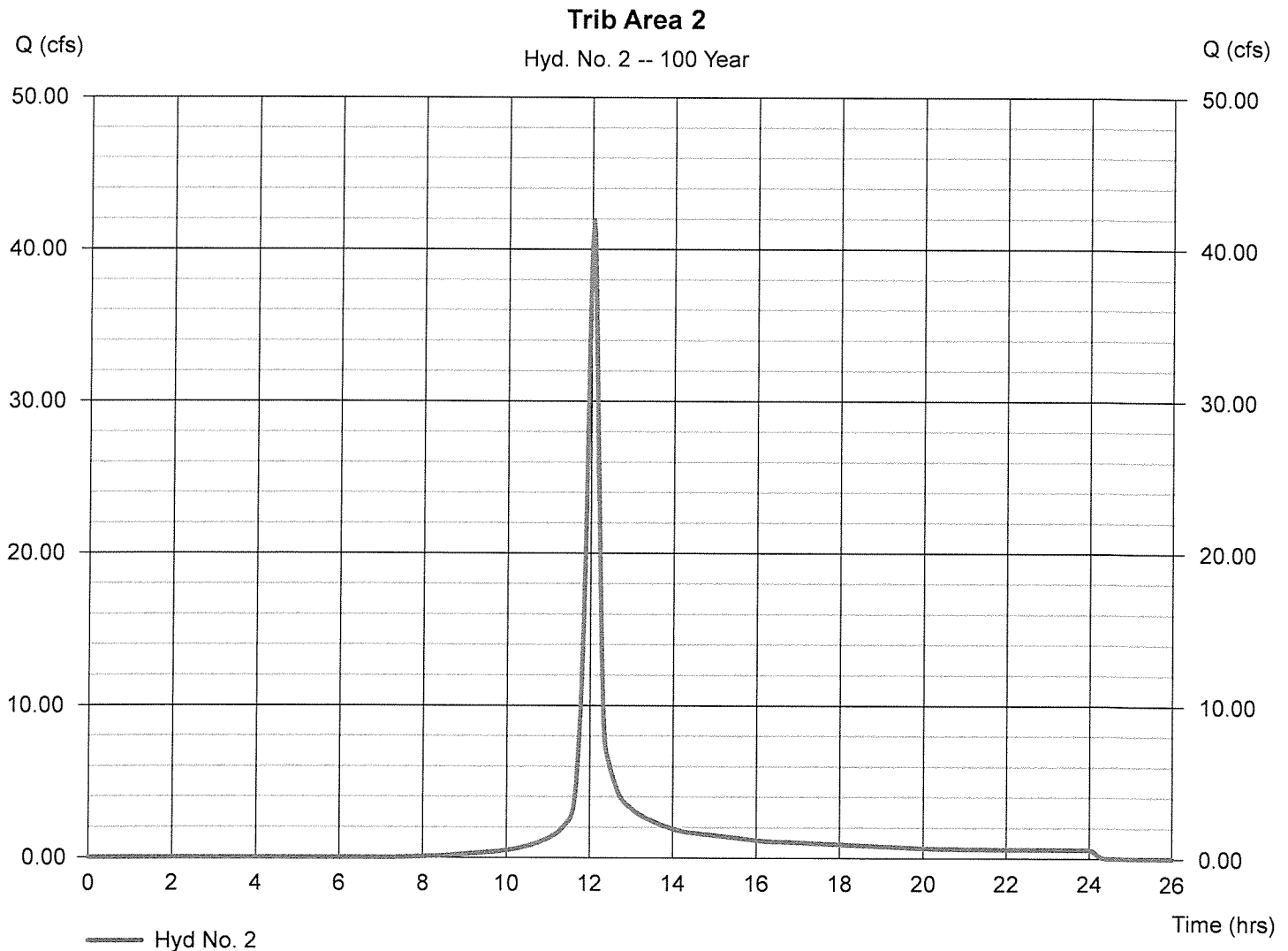
Thursday, Apr 18, 2019

Hyd. No. 2

Trib Area 2

Hydrograph type = SCS Runoff
 Storm frequency = 100 yrs
 Time interval = 2 min
 Drainage area = 7.120 ac
 Basin Slope = 0.0 %
 Tc method = USER
 Total precip. = 8.10 in
 Storm duration = 24 hrs

Peak discharge = 41.91 cfs
 Time to peak = 12.03 hrs
 Hyd. volume = 117,586 cuft
 Curve number = 71
 Hydraulic length = 0 ft
 Time of conc. (Tc) = 15.00 min
 Distribution = Type II
 Shape factor = 484



Hydrograph Report

5

Hydraflow Hydrographs by Intelisolve v9.22

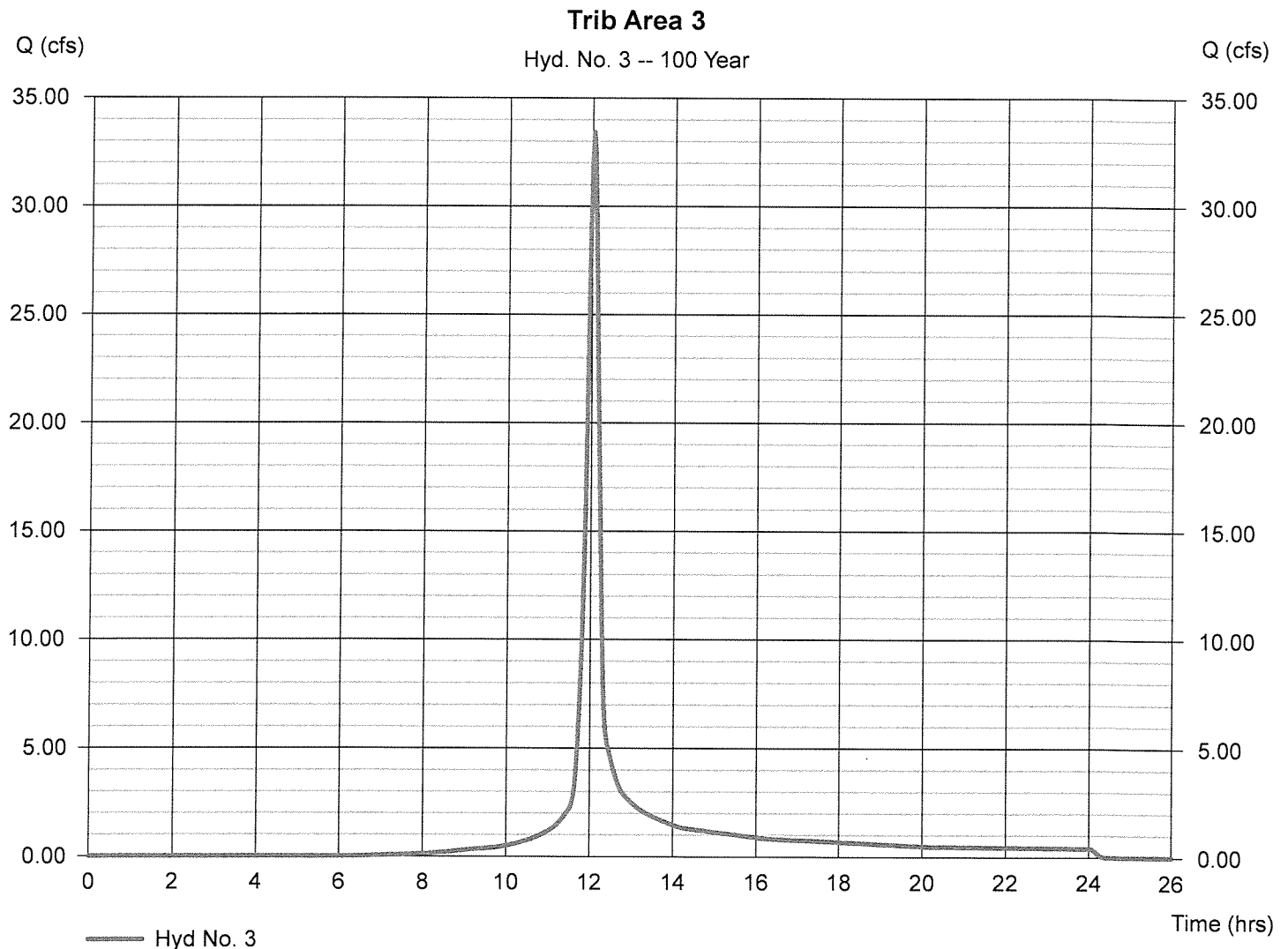
Thursday, Apr 18, 2019

Hyd. No. 3

Trib Area 3

Hydrograph type = SCS Runoff
Storm frequency = 100 yrs
Time interval = 2 min
Drainage area = 5.190 ac
Basin Slope = 0.0 %
Tc method = USER
Total precip. = 8.10 in
Storm duration = 24 hrs

Peak discharge = 33.42 cfs
Time to peak = 12.03 hrs
Hyd. volume = 94,268 cuft
Curve number = 75
Hydraulic length = 0 ft
Time of conc. (Tc) = 15.00 min
Distribution = Type II
Shape factor = 484



Hydrograph Report

Hydraflow Hydrographs by Intelisolve v9.22

Thursday, Apr 18, 2019

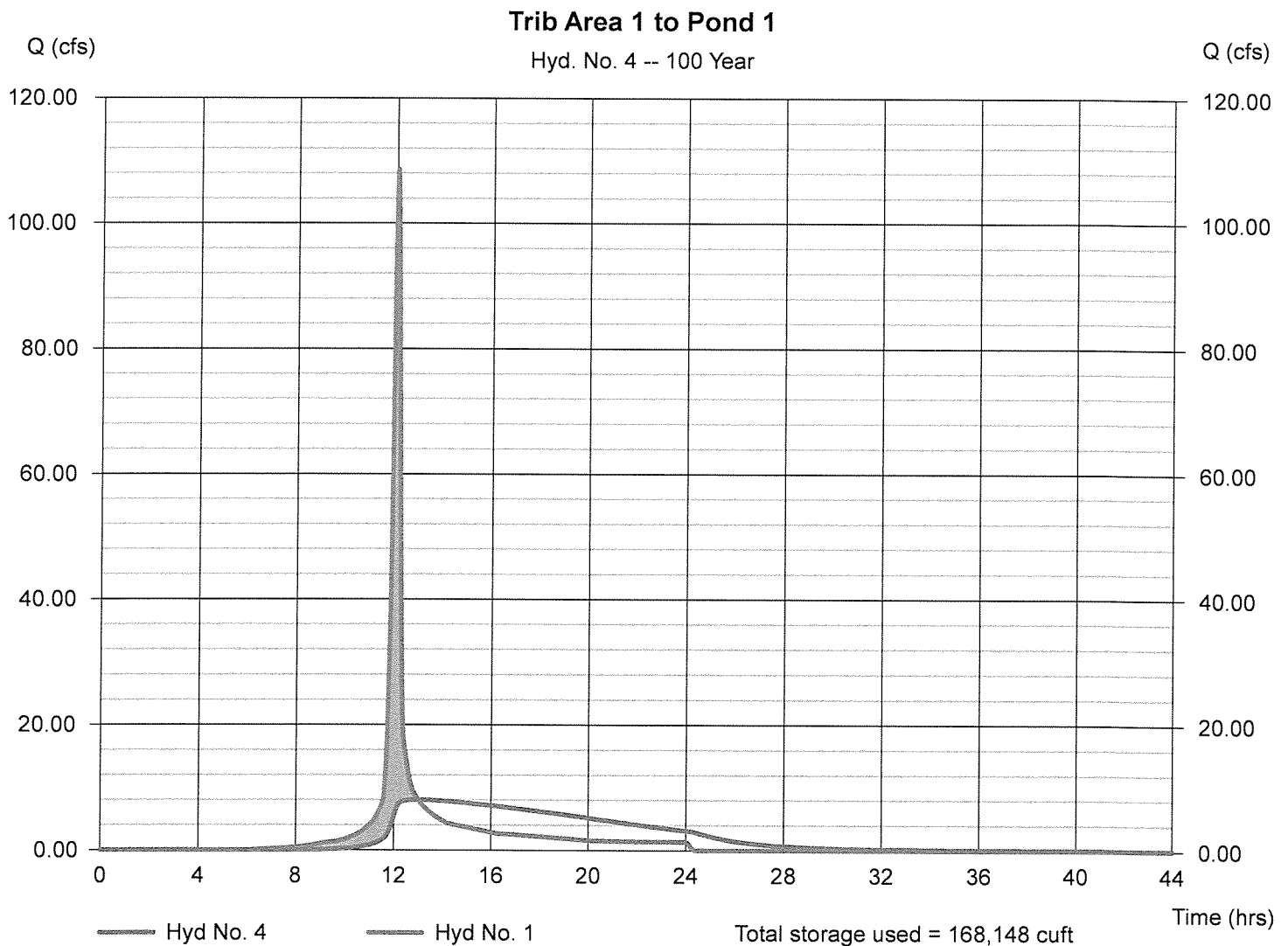
Hyd. No. 4

Trib Area 1 to Pond 1

Hydrograph type = Reservoir
 Storm frequency = 100 yrs
 Time interval = 2 min
 Inflow hyd. No. = 1 - Trib Area 1
 Reservoir name = Pond 1

Peak discharge = 8.017 cfs
 Time to peak = 13.00 hrs
 Hyd. volume = 306,674 cuft
 Max. Elevation = 818.81 ft
 Max. Storage = 168,148 cuft

Storage Indication method used.



7

Thursday, Apr 18, 2019

[illegible]

Hydrograph Report

Hydraflow Hydrographs by Intelisolve v9.22

Thursday, Apr 18, 2019

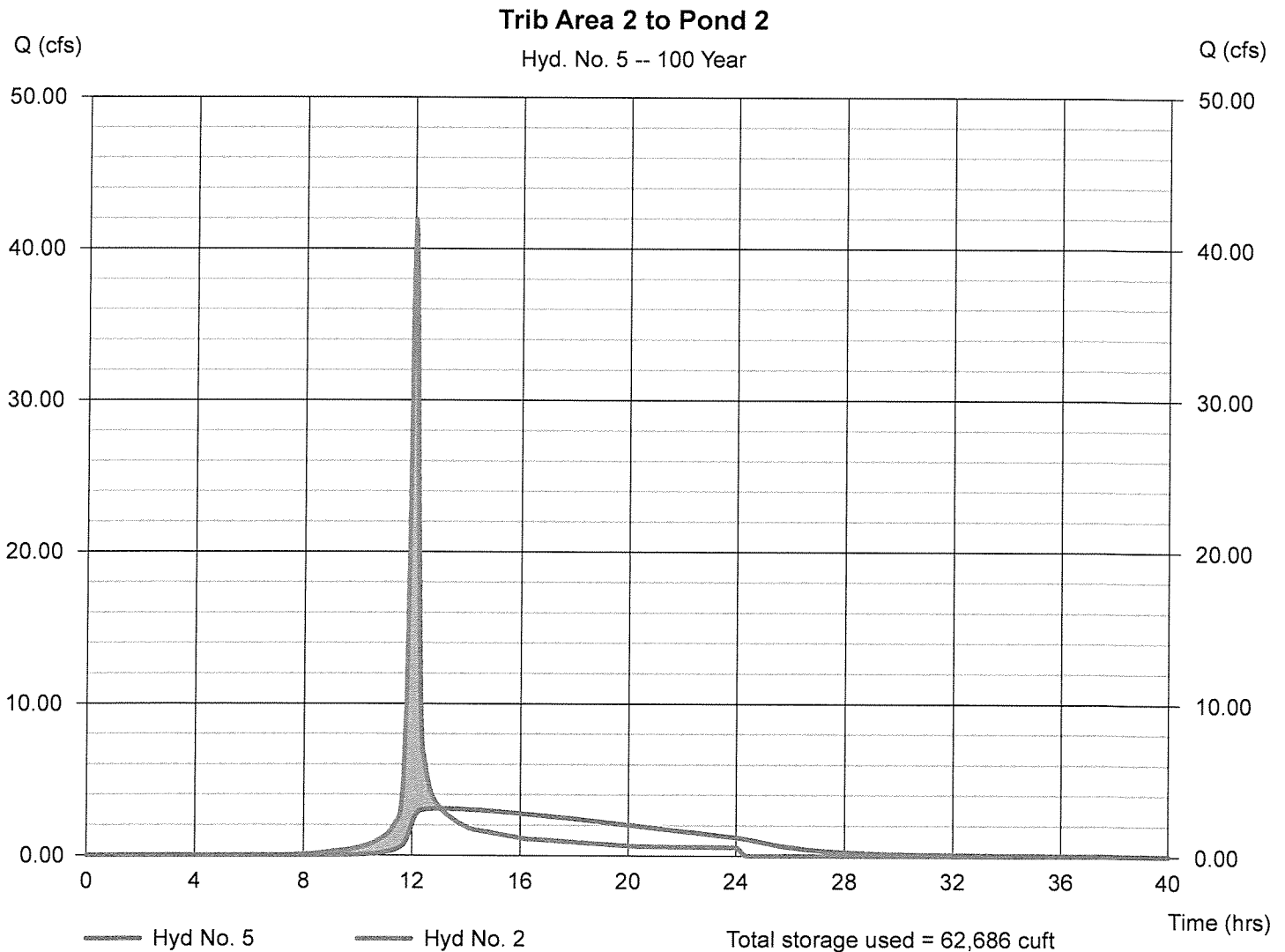
Hyd. No. 5

Trib Area 2 to Pond 2

Hydrograph type = Reservoir
 Storm frequency = 100 yrs
 Time interval = 2 min
 Inflow hyd. No. = 2 - Trib Area 2
 Reservoir name = Pond 2

Peak discharge = 3.089 cfs
 Time to peak = 13.07 hrs
 Hyd. volume = 117,537 cuft
 Max. Elevation = 808.13 ft
 Max. Storage = 62,686 cuft

Storage Indication method used.



9

Thursday, Apr 18, 2019

Contours - User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 805.00 ft

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	805.00	16,507	0	0
1.00	806.00	18,674	17,578	17,578
2.00	807.00	20,941	19,795	37,372
3.00	808.00	23,309	22,112	59,485
4.00	809.00	25,778	24,531	84,015

	[A]	[B]	[C]	[PrfRsr]		[A]	[B]	[C]	[D]
Rise (in)	= 8.40	0.00	0.00	0.00	Crest Len (ft)	= 0.00	0.00	0.00	0.00
Span (in)	= 8.40	0.00	0.00	0.00	Crest El. (ft)	= 0.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0	Weir Coeff.	= 3.33	3.33	3.33	3.33
Invert El. (ft)	= 805.00	0.00	0.00	0.00	Weir Type	= ---	---	---	---
Length (ft)	= 0.00	0.00	0.00	0.00	Multi-Stage	= No	No	No	No
Slope (%)	= 0.00	0.00	0.00	n/a					
N-Value	= .013	.013	.013	n/a					
Orifice Coeff.	= 0.60	0.60	0.60	0.60	Exfil.(in/hr)	= 0.000 (by Contour)			
Multi-Stage	= n/a	No	No	No	TW Elev. (ft)	= 0.00			

[illegible]

Hydrograph Report

10

Hydraflow Hydrographs by Intelisolve v9.22

Thursday, Apr 18, 2019

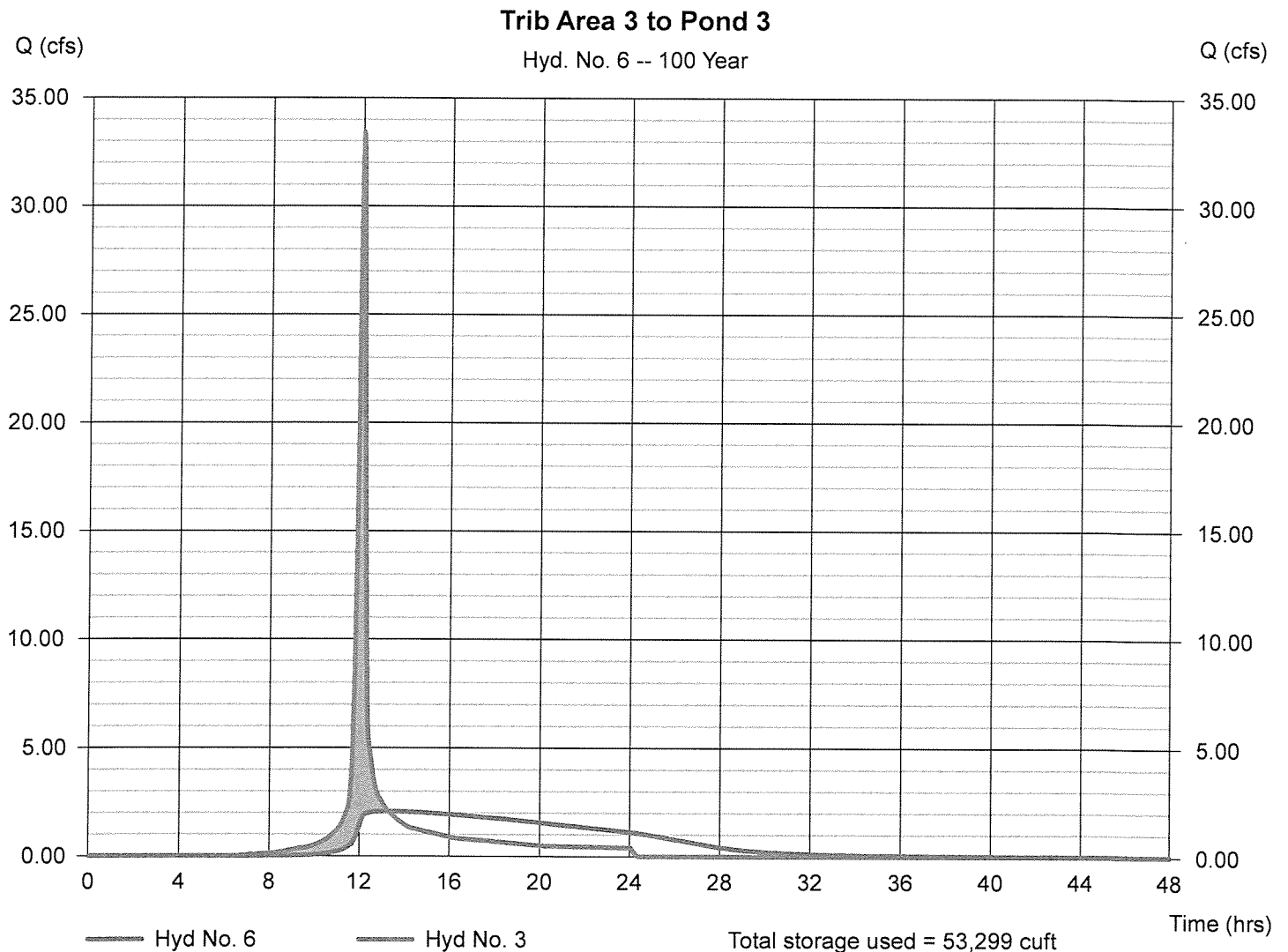
Hyd. No. 6

Trib Area 3 to Pond 3

Hydrograph type = Reservoir
Storm frequency = 100 yrs
Time interval = 2 min
Inflow hyd. No. = 3 - Trib Area 3
Reservoir name = Pond 3

Peak discharge = 2.068 cfs
Time to peak = 13.30 hrs
Hyd. volume = 94,215 cuft
Max. Elevation = 812.74 ft
Max. Storage = 53,299 cuft

Storage Indication method used.



Watershed Model Schematic 1

100 - Year

Summary Report 2

Hydrograph Reports 3

 Hydrograph No. 1, SCS Runoff, Trib Area 1 3

 Hydrograph No. 2, SCS Runoff, Trib Area 2 4

 Hydrograph No. 3, SCS Runoff, Trib Area 3 5

 Hydrograph No. 4, Reservoir, Trib Area 1 to Pond 1 6

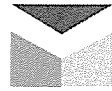
 Pond Report - Pond 1 7

 Hydrograph No. 5, Reservoir, Trib Area 2 to Pond 2 8

 Pond Report - Pond 2 9

 Hydrograph No. 6, Reservoir, Trib Area 3 to Pond 3 10

 Pond Report - Pond 3 11



Manhard

CONSULTING LTD

OLTHOF HOMES, LLC
HAWTHORNE HILLS SUBDIVISION
DETENTION POND STAGE STORAGE
VALPARAISO, INDIANA
April 18, 2019

POND 1

stage	Δ elev.	area (ft ²)	area (ac.)	avg. area (ac.)	storage _i (ac-ft)	Σ storage _i (ac-ft)
815.00	0.00	34,735	0.80	0.40	0.00	0.00
815.90	0.90	37,381	0.86	0.83	0.74	0.74
816.00	0.10	42,864	0.98	0.92	0.09	0.84
817.00	1.00	45,697	1.05	1.02	1.02	1.85
818.00	1.00	48,585	1.12	1.08	1.08	2.94
819.00	1.00	51,530	1.18	1.15	1.15	4.09

POND 2

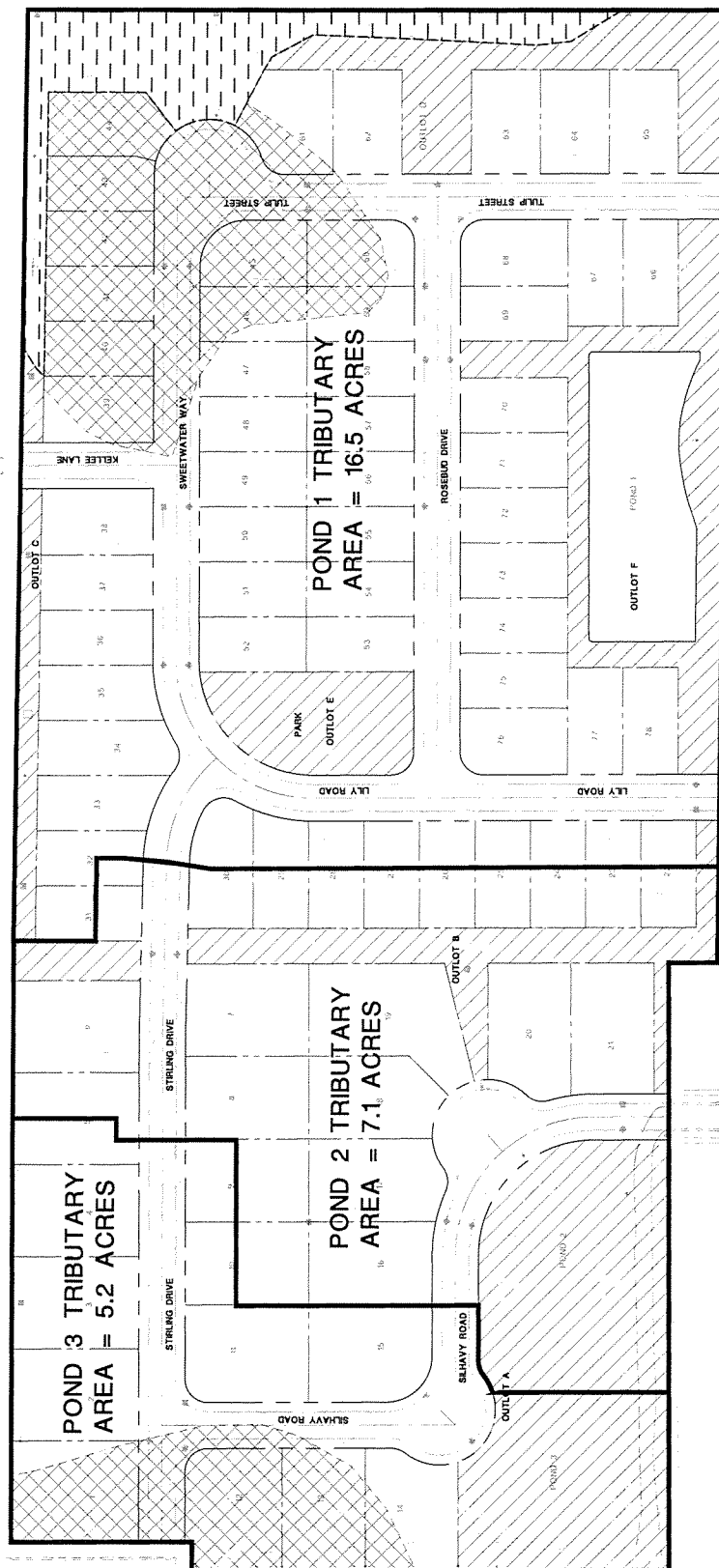
stage	Δ elev.	area (ft ²)	area (ac.)	avg. area (ac.)	storage _i (ac-ft)	Σ storage _i (ac-ft)
805.00	0.00	16,507	0.38	0.19	0.00	0.00
806.00	1.00	18,674	0.43	0.40	0.40	0.40
807.00	1.00	20,941	0.48	0.45	0.45	0.86
808.00	1.00	23,309	0.54	0.51	0.51	1.37
809.00	1.00	25,778	0.59	0.56	0.56	1.93

POND 3

stage	Δ elev.	area (ft ²)	area (ac.)	avg. area (ac.)	storage _i (ac-ft)	Σ storage _i (ac-ft)
810.00	0.00	16,477	0.38	0.19	0.00	0.00
811.00	1.00	18,568	0.43	0.40	0.40	0.40
812.00	1.00	20,760	0.48	0.45	0.45	0.85
813.00	1.00	23,053	0.53	0.50	0.50	1.36
814.00	1.00	25,446	0.58	0.56	0.56	1.91

SUMMARY

Storage Provided (Ac-Ft.)	Storage Provided (Ac.-Ft/Acre)
7.93	0.27



Base Site Area	=	463,134 ft ²	Total Number of Lots	21
	=	10.63 Acres		
OSR	=	2.32/10.63	Open Space=	2.32 Acres
	=	0.22		
Gross Density	=	Number of Lots/Base Site Area		
	=	21/10.63		
	=	1.975 Units/Acre		
Buildable Area	=	Base Site Area - Sum of Outlots		
	=	10.63 - 2.32		
	=	8.31 Acres		
Net Density	=	Number of Lots/Buildable Area		
	=	21/8.75		
	=	2.526 Units/Acre		
District Yield	=	Base Site Area x Gross Density		
	=	10.63x1.976		
	=	21 Lots		
Buildable Land	=	Base Site Area - (Base Site Area x OSR)		
	=	10.63 - (10.63 x 0.10)		
	=	9.57 Acres		
Site Specific	=	Buildable Land x Net Density		
Yield	=	9.57 x 2.638		
	=	25 Lots		
Site Capacity	=	21 Lots		



Base Site Area = 793,171 ft² Total Number of Lots 57
= 18.21 Acres

OSR = 5.22/18.21 Open Space= 5.22 Acres
= 0.29

Gross Density = Number of Lots/Base Site Area
= 57/18.21
= 3.130 Units/Acre

Buildable Area = Base Site Area - Sum of Outlots
= 18.21-5.22
= 12.99 Acres

Net Density = Number of Lots/Buildable Area
= 57/12.99
= 4.388 Units/Acre

District Yield = Base Site Area x Gross Density
= 18.21x3.797
= 69 Lots

Buildable Land = Base Site Area - (Base Site Area x OSR)
= 18.21 - (18.21 x 0.10)
= 16.39 Acres

Site Specific = Buildable Land x Net Density
Yield = 16.39x5.14
= 84 Lots

Site Capacity = 69 Lots

ORDINANCE NO. 5, 2019

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO,
INDIANA, ANNEXING CERTAIN REAL ESTATE INTO THE CITY OF VALPARAISO,
INDIANA, KNOWN AS THE "HAWTHORNE HILLS ANNEXATION"**

PASSED 3/11/2019

7-0

ORDINANCE NO.: 5-2019

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO,
PORTER COUNTY, INDIANA, ANNEXING CERTAIN REAL ESTATE INTO THE
CITY OF VALPARAISO, INDIANA, KNOWN AS THE "HAWTHORNE HILLS
ANNEXATION"**

WHEREAS, the City of Valparaiso, Porter County, Indiana ("City"), in accordance with Ind. Code § 36-4-3-5.1, wishes to annex an area consisting of approximately 28.985 acres located outside of but contiguous to the City, those areas being depicted in Exhibit A, attached hereto and incorporated herein and particularly described in Exhibit B, attached hereto and incorporated herein ("Annexed Territory"); and

WHEREAS, in accordance with Ind. Code § 36-4-3-5.1(e), on or around February 25th, 2019 the Common Council held a duly noticed public hearing regarding the Annexed Territory; and

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

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

WHEREAS, on or around February 25th, 2019, and prior to holding the above-referenced public hearing, in accordance with Ind. Code §§ 36-4-3-3.1 and 36-4-3-12, the Common Council adopted by resolution a written fiscal plan for the Annexed Territory; and

WHEREAS, on or around January 12th, 2019, the City's Plan Commission held a duly noticed public hearing regarding the initial zoning of the Annexed Territory; and

WHEREAS, on or around February 12th, 2019, the City's Plan Commission voted by a vote of 7-0 to favorably recommend initially zoning the Annexed Territory as Suburban Residential (SR) and General Residential (GR); and

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

WHEREAS, the Common Council now desires to annex the Annexed Territory generally known as the "Hawthorne Hills Annexation."

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

Section 1. *Incorporation of Recitals.* The foregoing recitals (or "whereas clauses") are findings of fact by the Common Council and are incorporated into this Ordinance by reference.

Section 2. *Contiguity.* The petition requesting super voluntary annexation for the Annexed Territory, depicted in Exhibit A, attached hereto and incorporated herein, and particularly described in Exhibit B, attached hereto and incorporated herein, is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the boundaries of the City.

Section 3. *Annexed Territory.* The real estate containing approximately 28.985 acres more or less depicted in Exhibit A attached hereto and incorporated herein, and particularly described in Exhibit B, attached hereto and incorporated herein, generally to be known as the Hawthorne Hills Annexation, is hereby annexed to and declared part of the City of Valparaiso, Porter County, Indiana.

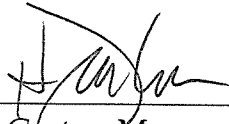
Section 4. *Council District.* The Annexed Territory is hereby assigned City Council District No. 5 and shall become a part thereof immediately upon the effective date of this Ordinance.

Section 5. *Zoning.* Upon the effective date of this Ordinance, the Annexed Territory shall be classified for zoning purposes as Suburban Residential (SR), and General Residential (GR).

Section 6. *Effective Date.* This Ordinance shall be in full force and effect upon its passage by the Common Council and as provided by Indiana law.

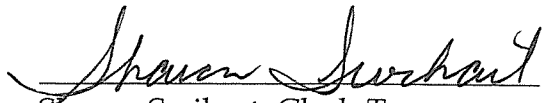
Section 7. *Severability.* The sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment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

DULY PASSED AND ADOPTED this 11th day of March, 2019, by the Common Council of the City of Valparaiso, Porter County, Indiana, having been passed by a vote of 7 in favor and 0 opposed.



Jon Costas, Mayor

ATTEST:



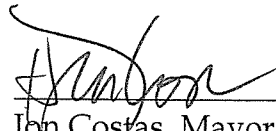
Sharon Swihart, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this 11th day of March, 2019 at the hour of 8:20 o'clock p.m.



Sharon Swihart, Clerk-Treasurer

This Ordinance approved and signed by me this 11th day of March, 2019, at the hour of 8:20 o'clock p.m.



Jon Costas, Mayor

Exhibit A Hawthorne Hills Annexation Territory

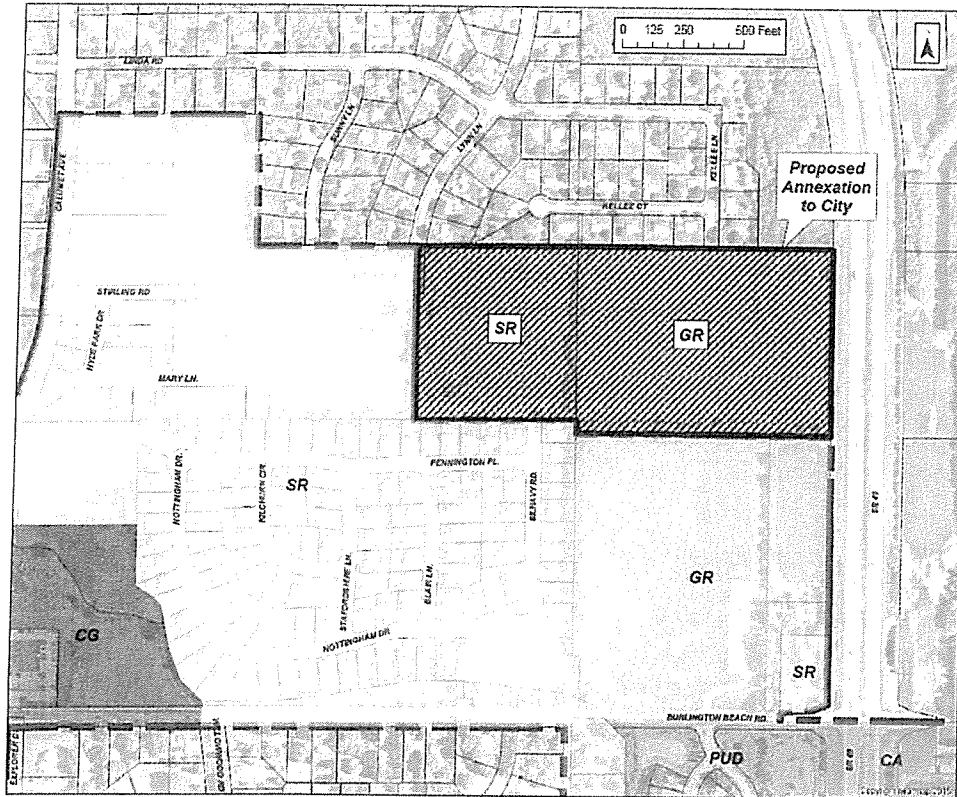


Exhibit A

CASE # A18-002 and RZ18-002
Ordinance 5, 2019
Hawthorne Hill Annexation

Legend

- Proposed Annexation Area
- NC - Neighborhood Conservation
- ER - Estate Residential
- SR - Suburban Residential
- GR - Residential, General
- UR - Residential, Urban
- PS - Public Space
- RU - Rural
- CN - Commercial, Neighborhood
- CG - Commercial, General
- CBD - Central Business District
- CP - Central Place
- RT - Residential Transition
- CA - Campus
- BP - Business Park
- INL - Light Industry
- INH - Heavy Industrial
- PUD - Planned Unit Development
- Parcel Lines
- Valparaiso City Limits

February 2019

Exhibit B

Legal Description of land to be Annexed

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 WEST AND THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN IN CENTER TOWNSHIP, PORTER COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE ON THE EAST LINE OF SAID SECTION 6 WHICH IS 1204.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES. 57 MINUTES, 30 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 660.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 712.03 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 30 SECONDS EAST, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORD 204, PAGE 462 IN THE RECORDER'S OFFICE OF PORTER COUNTY, INDIANA A DISTANCE OF 1040.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE STATE ROAD NO. 49 BYPASS; THENCE SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 763.60 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID 204, PAGE 462, A DISTANCE OF 1040.31 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING 1151.37 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER (ALSO BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6), A DISTANCE OF 53.13 FEET TO THE POINT OF BEGINNING.

ANNEXATION AGREEMENT

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

WITNESSETH:

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

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

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 WEST AND THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN IN CENTER TOWNSHIP, PORTER COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE ON THE EAST LINE OF SAID SECTION 6 WHICH IS 1204.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES. 57 MINUTES, 30 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 660.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST A DISTANCE OF 712.03 FEET; THENCE NORTH 89 DEGREES, 54 MINUTES, 30 SECONDS EAST, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORD 204, PAGE 462 IN THE RECORDER'S OFFICE OF PORTER COUNTY, INDIANA A DISTANCE OF 1040.31 FEET TO THE WEST RIGHT-OF WAY LINE OF THE STATE ROAD NO. 49 BYPASS; THENCE SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 763.60 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID 204, PAGE 462, A DISTANCE OF 1040.31 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING 1151.37 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER (ALSO BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6), A DISTANCE OF 53.13 FEET TO THE POINT OF BEGINNING; and

Property under the Suburban Residential (SR) District and the General Residential (GR) District. In the event that Petitioner, or its successors and assigns, seek to develop a residential subdivision on the Property, the subdivision shall comply with all of the following requirements:

- (a) All lots that border the Highway 49 right-of-way shall be provide for a modified Class D Bufferyard along the highway right-of-way to require the following:

Width	Large trees	Small trees	Shrubs
40 ft.	6 / 100 linear ft.	9 / 100 linear ft.	25 / 100 linear ft.

The location of the existing treeline along Hwy 49 shall be determined and to the extent that the treeline shall be located on the Property it shall be incorporated into the Bufferyard and preserved. An earthen berm shall be provided in the Bufferyad to provide for screening. The location of the berm will undulate through the Bufferyard to allow for surface water drainage and tree preservation with high points reaching five feet (5'). The Primary Plat for any subdivision on the Property shall include a Bufferyard Preservation Easement.

No irrigation systems or fences shall be allowed in the Bufferyard.

- (b) All homes on lots that border the Highway 49 right-of-way and the western row of lots in the General Residential District shall have architectural features such rooms, breakfast nook, sunrooms, off-set walls, bump-outs or pilasters prohibiting the appearance of a flat building wall facing the highway right-of-way and the Suburban Residential District to the west.
- (c) All Lot yards facing the Highway 49 right-of-way shall prohibit outside storage, outdoor swimming pools, playsets, accessory structures and parking or storage of automobiles, recreational vehicles, camper, or boats.
- (d) Subject to the direction of the City Engineering Department, Petitioner shall install no more than two (2) "speed humps" on Silhavy Road.
- (e) The City shall conduct or participate in all governmental site review meetings prior to the issuance of any permits for utility connection, infrastructure design approval or zoning permits. It is anticipated that Porter County shall transfer zoning authority to the City pursuant to IC 36-7-4-200 *et seq.*
- (f) All homes with the Property shall be single family detached homes.

6. Merger. This Agreement constitutes the entire agreement of the parties, and all promises, undertakings, representations, agreements and understandings, and arrangements with reference to representations are herein merged.

7. Construction. This Agreement is entered into in the State of Indiana and shall be construed in accordance with the laws thereof. In the event of a conflict or ambiguity within this Agreement, the more restrictive provision shall be deemed to prevail. The headings appearing as titles for each of the provisions of this Agreement are included for purposes of convenience only and shall not be considered in the construction of any of the substantive provisions herein.

8. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be possible.

9. Amendments. All amendments to this Agreement shall be in writing and approved and signed by all the parties, and no such amendment shall be effective unless and until so made.

10. Attorney's Fees. If any party to this Agreement seeks to enforce its terms or provisions by way of litigation or other methods of dispute resolution, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses from the non-prevailing party.

11. Authority. Each party hereto represents and warrants to the other that it is duly authorized by proper resolution or other such valid appointment to execute this Agreement.

12. Recordation. The Parties hereby acknowledge and agree that this Agreement will be recorded with the Office of the Recorder of Porter County, Indiana. The requirements of this Agreement shall run with the land and shall be binding upon and enforceable against Petitioners and their successors and assigns.

CITY:

CITY OF VALPARAISO, INDIANA

By: _____
Printed Name: _____
Its: _____

STATE OF INDIANA)
)
COUNTY OF PORTER) SS:

Before me, a Notary Public, in and for said County and State, this _____ day of _____, 2019, personally appeared _____, as the _____ of the City of Valparaiso, Indiana, who has stated that they are authorized to execute said document and have acknowledged the execution of the foregoing instrument to be their free and voluntary act for and on behalf of the City of Valparaiso, Indiana.

Notary Public
Printed: _____
County of Residence: _____
My Commission Expires: _____

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. *Todd A. Leeth*

This Instrument Prepared By:

Todd A. Leeth
Hoeppner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383

**HOEPPNER
WAGNER &
EVANS LLP**
ATTORNEYS AT LAW

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE
SOUTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 35 NORTH, RANGE 5 WEST OF
THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.

THAT PART THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 WEST AND THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PILE ON THE EAST LINE OF SAID SECTION 6 WHICH IS 120.45' NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 89 DEGREES 57 MINUTES, 30 SECONDS WEST 660.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 6, 660.00 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 00 DEGREES 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 712.03 FEET, THENCE NORTH 89 DEGREES 54 MINUTES, 30 SECONDS EAST, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID SECTION 6, 1320.03 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE RECORD 204, PAGE 462 IN THE RECORDER'S OFFICE OF PORTER COUNTY, INDIANA, A DISTANCE OF 1040.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE STATE ROAD NO. 49 BYPASS, THENCE SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF THE STATE ROAD NO. 49 BYPASS, A DISTANCE OF 1040.31 FEET TO RECORD 204, PAGE 462, A DISTANCE OF 1040.31 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER, THENCE WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1040.31 FEET ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER (ALSO BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6), A DISTANCE OF 553.1 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM A 1040.31' STRIP OF LAND ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, REPRESENTATIVE'S DEED RECORDED JUNE 15, 2017 AS DOCUMENT NO. 2017-031740 AND DESCRIBED AS FOLLOWS:

THE WEST 32.00 FEET OF THE NORTH 196.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EAST 660.00 FEET OF THE NORTH 712.03 FEET OF THE SOUTH 1916.53 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.

AREA IN LOTS = 703,620 SQ. FT. (16.153 ACRES)
 AREA IN OUTLOTS = 328,421 SQ. FT. (7.540 ACRES)
AREA IN RIGHT OF WAY = 224,261 SQ. FT. (5.148 ACRES)
 TOTAL AREA = 1,256,302 SQ. FT. (28.841 ACRES)

VILLA HOMES: 57 UNITS (LOTS 22-78)
SINGLE FAMILY: 21 UNITS (LOTS 1-21)
TOTAL UNITS = 78 UNITS

64-10-06-431-002.000-003
64-10-05-305-001.000-020

1. LOT 1 THROUGH 21 THAT ARE CONTAINED IN TAX PARCEL 64-10-06-431-002.000-003 IS PROPOSED TO BE ZONED SUBURBAN RESIDENTIAL.
2. LOT 22 THROUGH 78 THAT ARE CONTAINED IN TAX PARCEL 64-10-05-305-001.000-020 IS PROPOSED TO BE ZONED GENERAL RESIDENTIAL.

BEARINGS ARE BASED ON THE INDIANA STATE PLANE
COORDINATE SYSTEM, WEST ZONE (NAD 83), AS ESTABLISHED BY
A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE
SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

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

NOT TO SCALE

1. THIS SUBDIVISION CONSISTS OF 78 LOTS AND 6 OUTLOTS (A THROUGH F).

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. THEREFORE, THE BUYER HAS BEEN ADVISED TO OBTAIN TITLE REPORT, LAND ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.

4. CROSS REFERENCE IS HEREBY MADE TO AN ALTA/NPS/ LAND TITLE SURVEY PREPARED BY HR GREEN, WITH A LAST REVISED DATE OF NOVEMBER 15, 2018 AND RECORDED IN PORTER COUNTY, INDIANA ON _____ IN BOOK _____ PAGE _____ AS DOCUMENT NUMBER _____

DEED OF DEDICATION

WE, THE UNDERSIGNED HAWTHORNE HILLS, LLC. OWNER 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 HAWTHORNE HILLS SUBDIVISION. ALL STREETS, CROSSWALKS AND PUBLIC WAYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE CITY OF VALPARAISO FOR USE BY THE PUBLIC IN GENERAL.

OUTLOTS A AND F ARE HEREBY DEDICATED, AS SHOWN, TO THE CITY OF VALPARAISO AND THE HAWTHORNE HILLS OWNERS ASSOCIATION AS A PUBLIC UTILITY, DRAINAGE, STORM WATER MANAGEMENT AND DETENTION EASEMENT FOR THE PURPOSES OF STORM WATER MANAGEMENT. THE CITY OF VALPARAISO AND THE HAWTHORNE HILLS OWNERS ASSOCIATION SHALL MAINTAIN THE HAWTHORNE HILLS OWNERS ASSOCIATION IN ACCORDANCE WITH ALL CITY OF VALPARAISO ORDINANCES IN THE EVENT THE CITY OF VALPARAISO SHOULD BE REQUIRED TO TAKE ACTION TO PROTECT THE PUBLIC INTEREST FOR THE OPERATIONS AND MAINTENANCE OF ITS STORM WATER INFRASTRUCTURE SYSTEM. THE PROPERTY OWNERS ASSOCIATION SHALL GRANT OUTLOTS A, B, C, D, E OR F THE RESPONSIBILITY FOR ITS MAINTENANCE TO THE CITY OF VALPARAISO WITHOUT COST TO THE CITY.

OPERATION AND MAINTENANCE OF OPEN SPACES, COMMON AREAS, REAR SIDE YARD SWALES, DETENTION FACILITIES, REAR OR SIDE YARD STORM SEWERS AND OUTFALLS 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 FROM THE ASSOCIATION, LEGAL, ENGINEERING, AND CONSTRUCTION COSTS FOR SAID WORK FROM THE ASSOCIATION OR BY SPECIAL ASSESSMENT OF THE BENEFITED PROPERTY OWNERS.

STORM WATER MANAGEMENT, DRAINAGE & DETENTION EASEMENT PROVISIONS

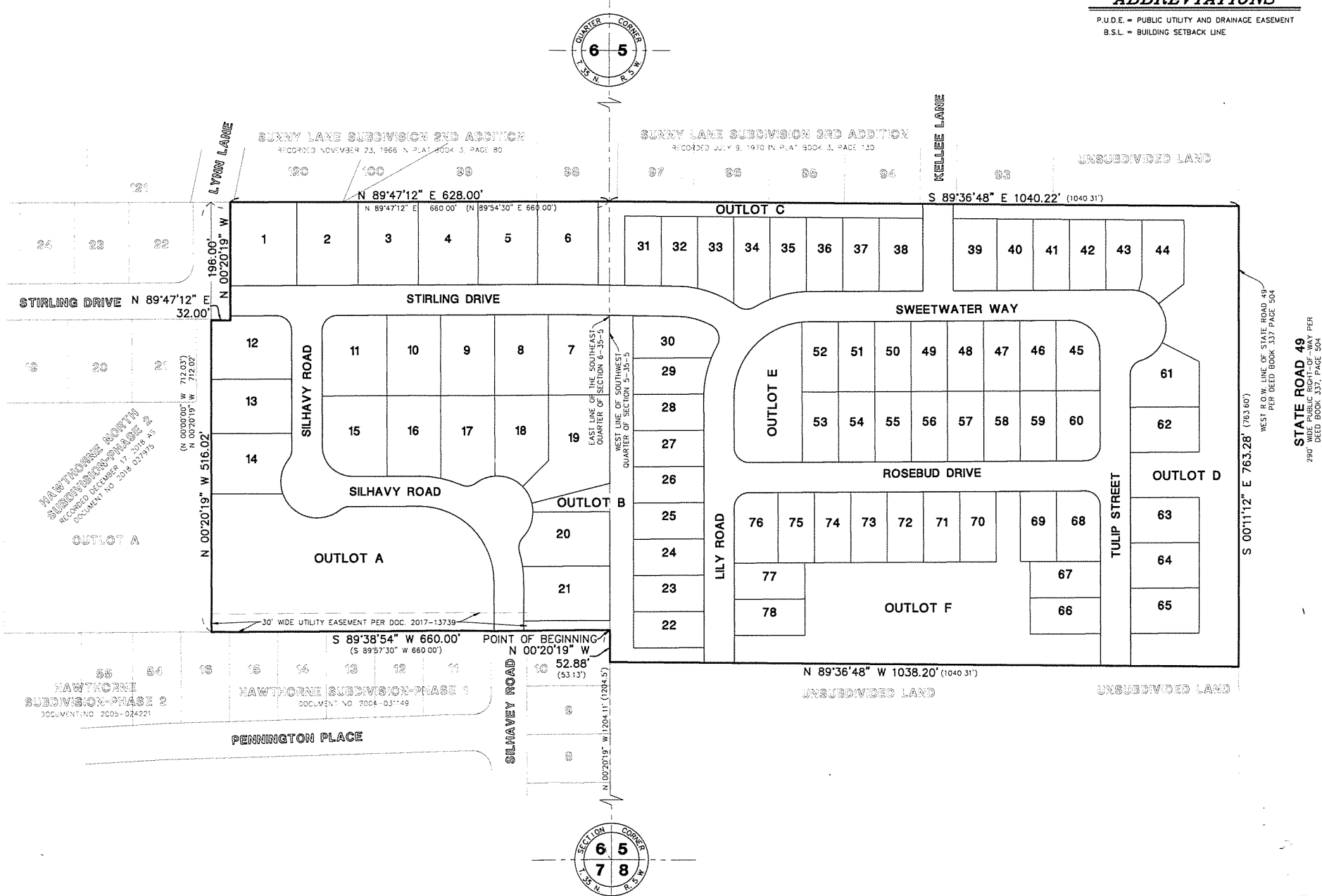
NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR THE CITY OF VALPARAISO AND TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH A STORM WATER DRAINAGE SYSTEM, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION OF A STORM WATER MARKED "STORM WATER MANAGEMENT EASEMENT" AND/OR "DRAINAGE AND DETENTION" TOGETHER WITH THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE NECESSARY TO MAINTAIN THE STORM WATER DRAINAGE SYSTEM. THE EASEMENT GRANTED UPON THE PROPERTY FOR ALL SUCH PURPOSES, NO BUILDINGS OR OTHER STRUCTURES INTENDED FOR PERMANENT USE SHALL BE CONSTRUCTED OR MAINTAINED FOR ANY PURPOSE THAT WOULD INTERFERE WITH THE STORM WATER DRAINAGE SYSTEM. THE EASEMENT FOR INSTALLATION OR MAINTENANCE OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM. THE STORM WATER YARD STORM SEWERS SHALL BE MAINTAINED BY THE HAWTHORNE HILLS OWNERS ASSOCIATION.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF VALPARAISO AND PUBLIC UTILITY COMPANIES, INCLUDING SBC AND NORTHERN INDIANA PUBLIC SERVICE COMPANY, SEVERALLY AND PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THE RIGHT TO ENTER UPON ANY AND ALL OF THE LANDS AND PREMISES MARKED AS GAINS, DRAINAGE SWALES, CONDUITS, CABLES, POLES AND WIRES UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, UNDER, OVER OR ALONG THE STRIPS OF LAND DESIGNATED ON THE PLAT AND MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT" FOR THE PURPOSE OF SERVING HAWTHORNE HILLS SUBDIVISION AND THE ADJACENT AREAS WITH WATER, GAS, TELEPHONE SERVICE, AND FOR THE PURPOSE OF HANDLING THE STORM WATER AND/OR SURFACE DRAINAGE RUNOFF, INCLUDING THE RIGHT TO USE THE STREETS AND/OR ROADWAY EASEMENT AREAS WHERE NECESSARY, TOGETHER WITH THE RIGHT TO ENTER UPON THE SAID EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE AT ALL TIMES FOR ANY AND ALL OF THE PURPOSES SET FORTH HEREIN, AND TO MAINTAIN ANY SUCH UTILITY EQUIPMENT, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PURPOSES, AND THE CITY OF VALPARAISO SHALL MAINTAIN THE STORM WATER SEWERS SHALL BE MAINTAINED BY THE HAWTHORNE HILLS OWNERS ASSOCIATION.

JOHN GOLUB
8532 DELAWARE STREET
HIGHLAND, INDIANA 46383

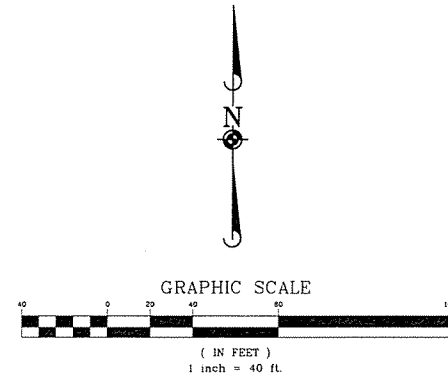
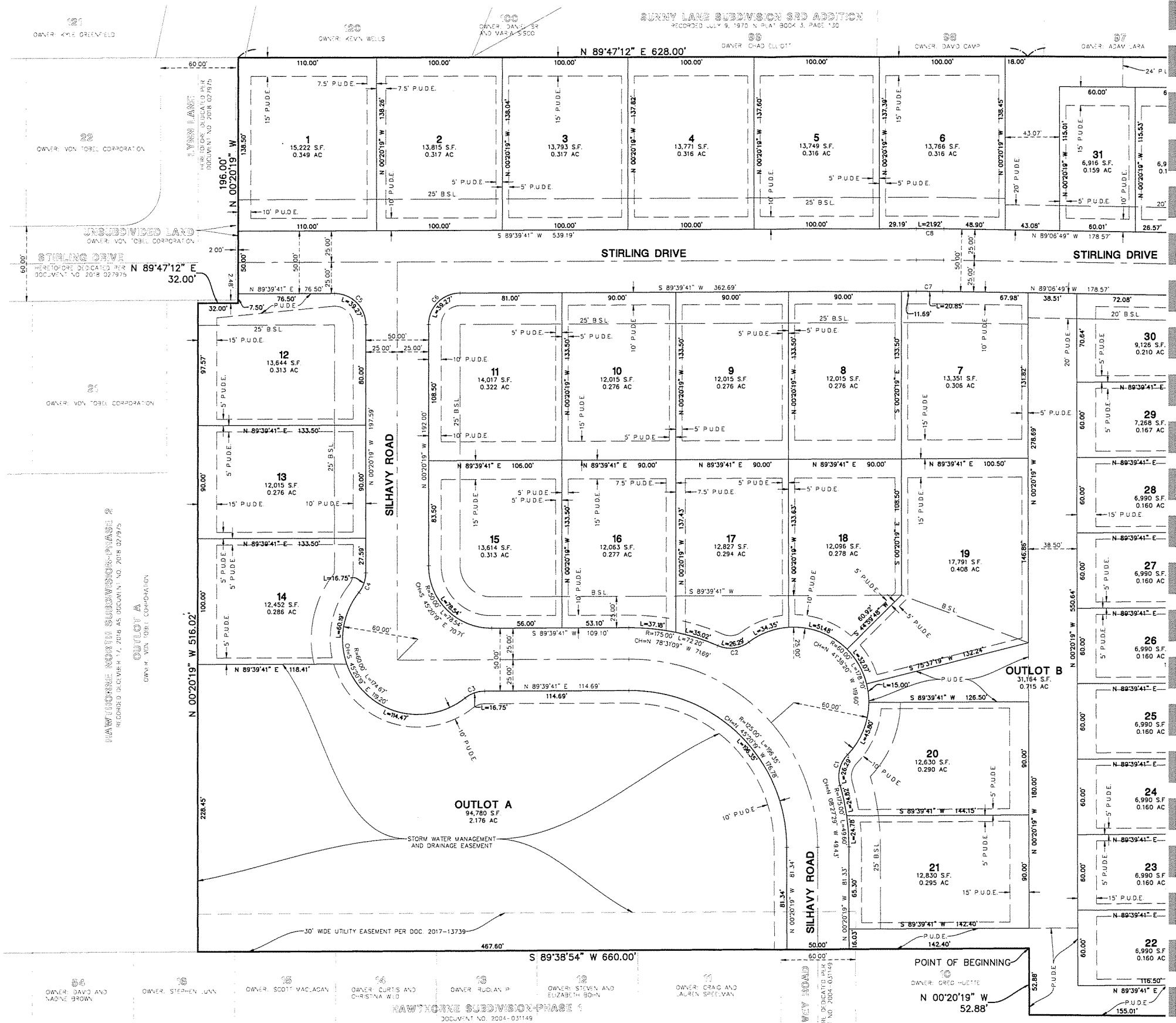
HAWTHORNE HILLS, LLC.
8051 WICKER AVENUE
ST. JOHN, INDIANA 46373



PRELIMINARY PLAT OF SUBDIVISION HAWTHORNE HILLS

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE
SOUTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 35 NORTH, RANGE 5 WEST OF
THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.

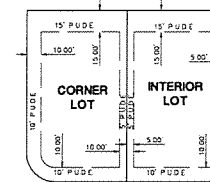
SUNNY LAKE SUBDIVISION 3RD ADDITION
RECORDED JULY 9, 1970 IN PLAT BOOK 3, PAGE 130



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	25.00'	26.29'	S13°33'11\"W	25.10'
C2	25.00'	26.29'	N83°10'08\"E	25.10'
C3	25.00'	16.75'	S70°27'43\"W	16.44'
C4	25.00'	16.75'	N18°51'35\"E	16.44'
C5	25.00'	39.27'	N45°20'19\"W	35.36'
C6	25.00'	39.27'	S44°39'41\"W	35.36'
C7	975.00'	20.85'	N89°43'34\"W	20.85'
C8	1025.00'	21.92'	N89°43'34\"W	21.92'
C9	25.00'	29.47'	S87°46'04\"E	27.79'
C10	25.00'	39.63'	N16°26'57\"W	35.61'
C11	25.00'	39.27'	S45°20'19\"E	35.36'
C12	25.00'	39.27'	S44°39'41\"W	35.36'
C13	25.00'	39.27'	N45°20'19\"W	35.36'
C14	25.00'	39.27'	N44°39'41\"E	35.36'
C15	25.00'	31.81'	S36°06'33\"W	29.70'

TYPICAL LOT DETAIL FOR PUBLIC
UTILITY AND DRAINAGE EASEMENT

APPLIES TO ALL LOTS UNLESS
OTHERWISE NOTED ON THE PLAT



BUILDING SETBACKS

SINGLE FAMILY HOMES: (LOTS 1-21)
FRONT SETBACK = 25.00'
SIDEYARD SETBACK = 8'/12' (20' AGGREGATE)
REAR SETBACK = 30'

VILLA HOMES: (LOTS 22-31)
FRONT SETBACK = 20.00'
SIDEYARD SETBACK = 6.00'
REAR SETBACK = 25.00'

MATCHLINE - SEE SHEET 3

MANHARD CONSULTING

700 Springport Drive, Lombard, IL 60148-3500
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

HAWTHORNE HILLS SUBDIVISION

CITY OF VALPARAISO, INDIANA

PRELIMINARY PLAT OF SUBDIVISION

PROJ. MGR.: TJM

PROJ. ASSOC.: JLD

DRAWN BY: RC

DATE: 04/18/19

SCALE: 1"=100'

SHEET

2 OF 3

OLTCPIN06

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE
SOUTHEAST QUARTER OF SECTION 6, ALL IN TOWNSHIP 35 NORTH, RANGE 5 WEST OF
THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA.



PROJ. MGR.	TJM
PROJ. ASSOC.	JD
DRAWN BY	RC
DATE	04/18/19
SCALE	1"=100'

SHEET	
3	OF 3
OLTCPIN06	

Preliminary Proposed Improvements for

CITY OF VALPARAISO, INDIANA

EXISTING

PROPOSED

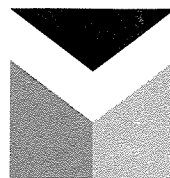
	STORM SANITARY SEWER COMBINED SEWER	
	FORCE MAIN	
	DRAIN TILE	
	WATER MAIN	
	GAS	
	TELEPHONE	
	OVERHEAD WIRES	
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	STORM INLET	
	CLEANOUT	
	HAY BALES	
	RIP RAP	
	VALVE IN VAULT	
	VALVE IN BOX	
	FIRE HYDRANT	
	BUFFALO BOX	
	FLARED END SECTION	
	STREET LIGHT	
	SUMMIT / LOW POINT	
	RIM ELEVATION	
	INVERT ELEVATION	
	DITCH OR SWALE	
	DIRECTION OF FLOW	
	OVERFLOW RELIEF SWALE	
	1 FOOT CONTOURS	
	CURB AND GUTTER	
	DEPRESSED CURB AND GUTTER	
	REVERSE CURB AND GUTTER	
	SIDEWALK	
	DETECTABLE WARNINGS	
	PROPERTY LINE	
	EASEMENT LINE	
	SETBACK LINE	
	MAIL BOX	
	SIGN	
	TRAFFIC SIGNAL	
	POWER POLE	
	GUY WIRE	
	GAS VALVE	
	HANDHOLE	
	ELECTRICAL EQUIPMENT	
	TELEPHONE EQUIPMENT	
	CHAIN-LINK FENCE	
	SPOT ELEVATION	
	BRUSH/TREE LINE	
	DECIDUOUS TREE WITH TRUNK DIA. IN INCHES (TBR)	
	CONIFEROUS TREE WITH HEIGHT IN FEET (TBR)	
	SILT FENCE	
	RETAINING WALL	
	WETLAND	

ADJ.	ADJUST	F/L	FLOW LINE	R.O.W.	RIGHT-OF-WAY
AGG.	AGGREGATE	FM	FORCE MAIN	RCP	REINFORCED CONCRETE PIPE
ARCH	ARCHITECT	G	GROUND	REM	REMOVAL
B-A-M	BITUMINOUS AGGREGATE MIXTURE	G/F	GRADE FOUNDATION	REVERSE	REVERSE
B-B	BACK TO BACK	CW	CW WIRE	RR	RAILROAD
B/C	BACK OF CURB	HDWL	HEADWALK	RT	RIGHT
B/D	BOTTOM OF PIPE	HH	HANDHOLE	SA	SANITARY
B/W	BACK OF WALK	HWL	HIGH WATER LEVEL	SF	SQUARE FOOT
B-BOX	BUFFALO BOX	HYD.	HYDRANT	SHLD.	SHOULDER
B.T.	BITUMINOUS	INLT	INLET	ST	STREET LIGHT
BM	BENCHMARK	INV.	INVERT	SMH	SANITARY MANHOLE
B.O.	BY OTHERS	IP	IRON PIPE	ST	STORM
C.E.	COMMERCIAL ENTRANCE	LT	LEFT	STA.	STATION
CB	CATCH BASIN	LT	LEFT	STD	STANDARD
C	CENTERLINE	MB	MAILBOX	SW	SIDEWALK
CMP	CORRUGATED METAL PIPE	M/E	MEET END DUSTING	SQ	SQUARE YARDS
CNTRL	CONTROL	MN	MANHOLE	TBR	TO BE REMOVED
C.O.	CLEANOUT	MIN.	MINIMUM	T	TELEPHONE
CONC.	CONCRETE	NW	NORMAL WATER LEVEL	T-A	TYPE A
CYC	CURBIC YARD	P.E.	PRIVATE ENTRANCE	T/C	TOP OF CURB
D	DITCH	P	POINT OF CURVATURE	T/F	TOP OF FOUNDATION
DIA.	DIAMETER	PC	POINT OF COMPOUND CURVE	T/P	TOP OF PIPE
DNM	DUCTILE IRON PIPE	PGL	PROFILE GRADE LINE	T/W	TOP OF WALK
D/S	DUCTILE IRON WATER MAIN	PI	POINT OF INTERSECTION	T/WALL	TOP OF WALL
DS	DOWNSPOUT	R	PROPER LINE	TEMP	TEMPORARY
D.T.	DRAIN TILE	TRANS	TRANSFORMER	V.B.	VALVE BOX
E	ELECTRIC	PROP.	PROPOSED	VCP	VITRIFIED CLAY PIPE
E-E	EDGE TO EDGE	P.T.	POINT OF TANGENCY	V.V.	VALVE VAULT
ELEV.	ELEVATION	PVC	POLYVINYL CHLORIDE PIPE	WL	WATER LEVEL
E/P	EDGE OF PAVEMENT	PV	POINT OF VERTICAL CURVATURE	WM	WATER MAIN
EX	EXISTING	PVT	POINT OF VERTICAL TANGENCY		
F	FIELD ENTRANCE	P	PAVEMENT		
F-F	FACED TO FACE	P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT		
F.F.	FINISHED FLOOR	R	RADIUS		
FES	FLARED END SECTION				



LOCATION MAP
N.T.S.

OLTHOF HOMES, INC
8051 WICKER AVENUE, SUITE A
ST. JOHN, INDIANA 46373
(219) 558-8080



Manhard
CONSULTING LTD

700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners



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**Within Indiana Call
811 or 800-382-5544**

PER INDIANA STATE LAW IC 8-1-26
IT IS AGAINST THE LAW TO EXCAVATE
WITHOUT NOTIFYING THE UNDERGROUND
LOCATION SERVICE TWO (2) WORKING
DAYS BEFORE COMMENCING WORK

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	TITLE SHEET
2	SITE PLAN
3	PRELIMINARY GRADING PLAN
4	PRELIMINARY UTILITY PLAN

NOTES:

1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A FIELD SURVEY COMPLETED BY MANHARD CONSULTING, LTD. ON APRIL 11, 2019. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

BENCHMARKS:

REFERENCE BENCHMARK: (NGS PID:ME0893)
BRONZE DISK STAMPED B 152 1946 ON THE CENTER OF THE TOP
NORTH HEAD WALL OF A BOX CULVERT LOCATED ON U.S.
HIGHWAY 6 APPROXIMATELY 255 FEET EAST OF THE
INTERSECTION OF U.S. HIGHWAY 6 AND COUNTY ROAD (N 500 E)
ELEVATION=796.81 DATUM=NAVD88-GEOD 12B

SITE BENCHMARK 1:
CUT "X" ON NORTH RIM OF SANITARY MANHOLE LOCATED ON
ON CENTERLINE OF SILHAVY ROAD APPROXIMATELY 100 FEET
NORTH OF THE INTERSECTION OF PENNINGTON PLACE & SILHAVY
ROAD.
ELEVATION=808.37 DATUM=NAVD88-GEOID 12B

SITE BENCHMARK 2:
TOP CENTER OF WELL HEAD LOCATED AT 4902 KELLEE LANE
APPROXIMATE 37 FEET EAST OF PAVEMENT AND 4 FEET SOUTH
OF DRIVEWAY.
ELEVATION=822.85 DATUM=NAVD88-GEOID 12B

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

[illegible]

Manhard
CONSULTING

7000 Springer Drive, Lombard, IL 60148 | Tel 630 691 5500 | Fax 630 691 5555 | manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

CITY OF VALPARAISO, INDIANA

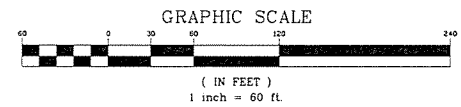
NOT FOR CONSTRUCTION

PROJ. MGR.:	BDM
PROJ. ASSOC.:	RAD4
DRAWN BY:	MSP
DATE:	04/18/19
SCALE:	N.T.S.

SHEET

1 OF 4

1.TYPIN02



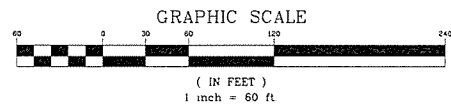
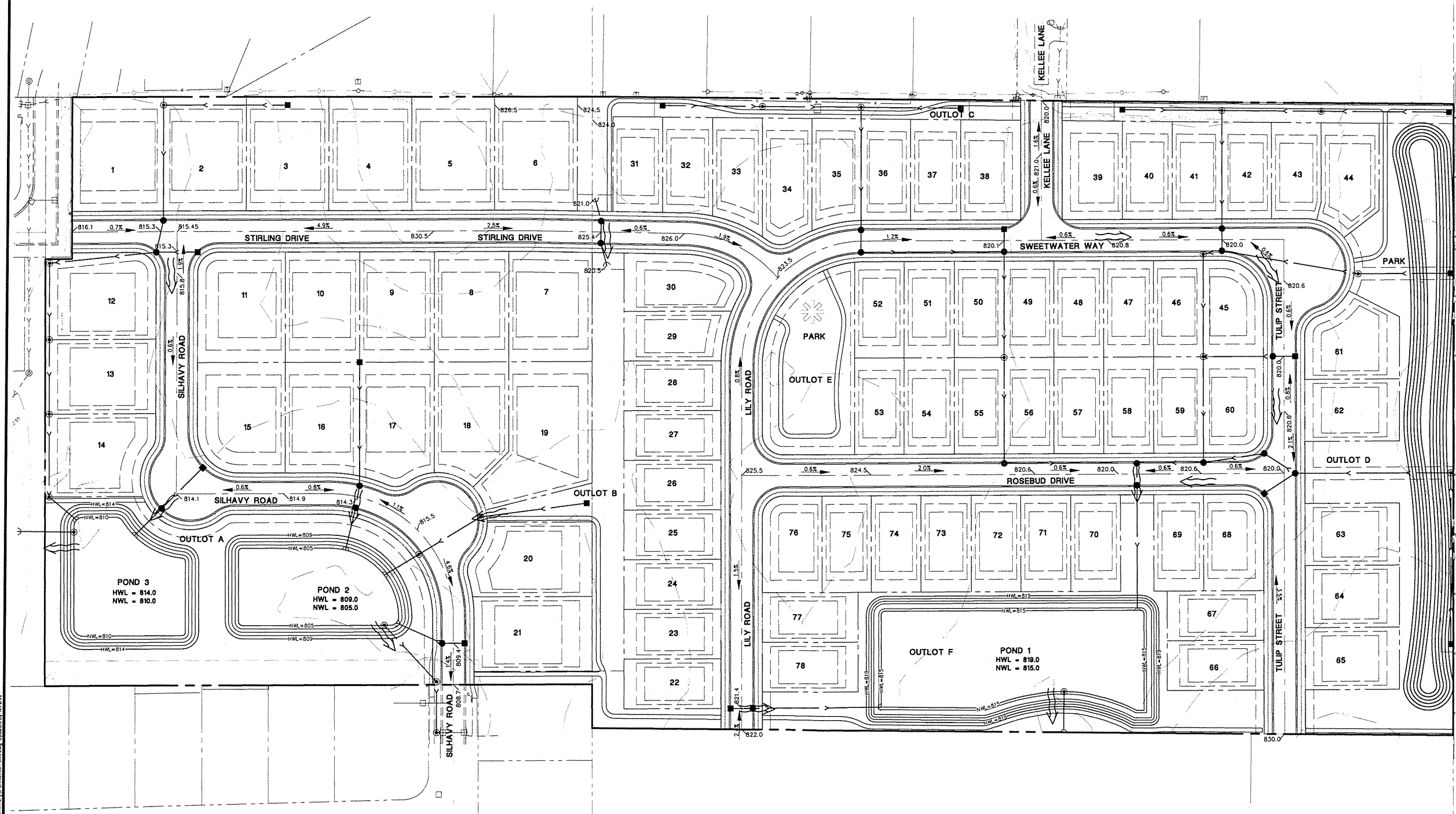
PROJ. MGR.: BDM
PROJ. ASSOC.: RAD4
DRAWN BY: MSP
DATE: 04/18/19
SCALE: 1"=60'

SHEET
2 OF 4
OLTVPIN02

ManhardTM
CONSULTING

700 Springer Drive, Lombard, IL 60148 ph 630 691 4500 fr. 630 691 4555 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers

PRELIMINARY - NOT FOR CONSTRUCTION



STATE ROUTE 49

HAWTHORNE HILLS SUBDIVISION
CITY OF VALPARAISO, INDIANA
PRELIMINARY GRADING PLAN

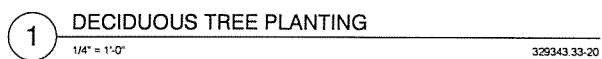
PROJ. MGR.: BDM
PROJ. ASSOC.: RAD4
DRAWN BY: MSP
DATE: 04/18/19
SCALE: 1"=50'

SHEET
3 OF **4**
OLTVPIN02

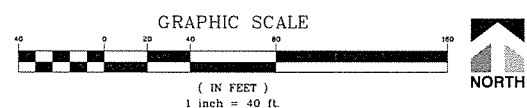
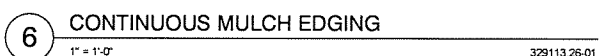
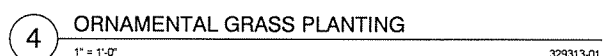
Manhard
CONSULTING

700 Springer Drive, Lombard, IL 60148 Ph 630 691 8500 fx. 630 691 8535 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers

PRELIMINARY - NOT FOR CONSTRUCTION



PRELIMINARY - NOT FOR CONSTRUCTION





8051 Wicker Avenue
St. John, IN 46373
P: (219) 558-8080
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City of Valparaiso
Planning Department
166 Lincolnway Valparaiso, In 46383
Attn: Tyler Kent

RE: Response to questions 1-7 from email dated April 25th, attached

Mr. Kent

In response to your email date April 25th, please note the following responses:

Question/Comment #1

Provide a copy of the Porter County Zoning Amendment for Territorial Authority

Response:

The Amendment was approved by the County Council on second reading one week ago, April 23, 2019. The recorded copy is not yet available as of submittal deadline, however it will be provided immediately upon receipt. A copy of the unrecorded Amendment is attached.

Question/Comment #2

Provide date of the scheduled joint site review for Porter County/City of Valparaiso

Response:

With the approval by the County Council of the Zoning Amendment for Territorial Authority, the planning, review and approval process for the residential development is placed solely in the purview of the City of Valparaiso. No joint site review is necessary with approved amendment.

Question/Comment #3

Provide detail of location of (2) speed bumps/traffic tables to be located on Silhavy Road. It was suggested we work with the City Engineering staff on these locations.

Response:

We continue to work the engineering department to determine the exact locations. The locations and details will be provided on the Construction Drawings for the development.

Question/Comment #4

Provide Copy of Covenants and Restrictions- including requirements of annexation agreement

Response:

Draft sets of the Covenants and Restrictions are included in this supplemental submission. Refer to Article X Use Restrictions for specifics on the zoning commitments and landscaping.

Question/Comment #5

Provide detailed park amenities of Outlot E

Response:

Refer to the landscape plans, sheet L3 and L4. Park features will include a gazebo with picnic tables in Outlot E and a pergola arbor structure with seating in Outlot D.

Question/Comment #6

Provide a detailed landscape plan for “on lot” landscaping. Landscaping shall be installed by Olthof Homes and not the future homeowner

Response:

Sheet L1 of the landscape plans has the specifications per the Valparaiso Unified Development Ordinance for On Lot landscaping. Olthof Homes now collects a landscape bond from the future homeowner to insure the landscaping is being installed to the standards. In addition, after installation, Olthof Homes conducts an inspection to insure the appropriate amount of landscape and materials are installed per the ordinance. Finally, the Covenants and Restrictions have been updated to include the landscape requirements to provide enforceability through the HOA on replacement of materials as necessary.

Question/Comment #7

Provide the “common” and “latin” name of each plant type, include large the diameter of large and small tree’s at the time of planting.

Response:

Sheet L1 of the landscape plans have been revised to include the City of Valparaiso tree planting tables from the Unified Development Ordinance appendices. Included in these tables are the “common” and “latin” names as well the required “size” of the planting based on maturity. The Legend include on sheet L1 provides appropriate reference symbols to define large, small and shrub plantings.

Please let us know if you have any other questions, comments or concerns.

Ed Recktenwall



Land Development Manager

P: 219-558-8080 x 307

M: 219-728-8122

8051 Wicker Avenue, St. John, IN, 46373

OlthofHomes.com

Ed Recktenwall

From: Tyler Kent <TKent@valpo.us>
Sent: Thursday, April 25, 2019 12:13 PM
To: Amy Smith
Cc: tleeth@hwelaw.com; Kimberly S. Werner; Ed Recktenwall; Vicki Thrasher
Subject: RE: Primary Plat Petition - Hawthorne Hills

Amy,

I'm in the process of reviewing the submitted Primary Plat submittal for the Valparaiso Plan Commission and a copy of the annexation Ordinance for Hawthorne Hills.

In reviewing those documents I need to following information for a complete application;

- 1) Copy of Porter County Zoning Amendment for Territorial Authority;
- 2) Date of scheduled joint Site Review for Porter County/City of Valparaiso
- 3) Detail of location of (2) speed bumps/traffic tables to be located on Silhavy Road. I suggest working with Adam McAlpine, City Engineer on exact location for speed tables within Hawthorne Subdivision;
- 4) Copy of Covenants and Restrictions – including the requirements of the annexation agreement;
- 5) Detailed park amenities of Outlot E;
- 6) Provide a detailed landscape plan for “on lot” landscaping. Landscaping shall be installed by Oltholf Homes and not the future homeowner;
- 7) Landscape Plan – provide the “common” and ‘latin” name of each plant type, include the diameter of large and small tree’s at time of planting.

Please provide the requested information by 2 p.m. on Tuesday, April 30th, in order to be placed on the May 14th Plan Commission Agenda.

If you have any questions, please let me know.

Thank you,

Tyler Kent

Planning Director/Transit Director
219-462-1161 x 3331 Office
219-464-4273 Fax
166 Lincolnway Valparaiso, IN 46383
tkent@valpo.us
www.valpo.us



From: Amy Smith <asmith@olthofhomes.com>
Sent: Wednesday, April 24, 2019 11:21 AM
To: Tyler Kent <TKent@valpo.us>
Cc: tleeth@hwelaw.com; Kimberly S. Werner <kwerner@hwelaw.com>; Ed Recktenwall <erecktenwall@olthofhomes.com>
Subject: Primary Plat Petition - Hawthorne Hills

Hi Tyler,

We submitted the primary plat application for Golub (Hawthorne Hills) on April 22. I need to prepare the certified mailing to adjacent property owners and need the petition number. Can you please confirm that we are on the May 14 Plan Commission meeting agenda.

Thank you,

Amy Smith

Land Development Coordinator

8051 Wicker Ave, Ste A

St. John, IN 46373

Phone: 219.558.8080 x318

asmith@olthofhomes.com

www.olthofhomes.com





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P: (219) 558-8080
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City of Valparaiso
Planning Department
166 Lincolnway Valparaiso, In 46383
Attn: Tyler Kent

RE: Supplemental Primary Plat submission materials.

Mr. Kent

In response to your email date April 25th, please find the following enclosed items to include in the Hawthorne Hills Primary submittal.

1. A Copy of the Porter County Zoning Amendment for Territorial Authority
2. Response letter to email item 2, "date of scheduled joint site and review for Porter County/City of Valparaiso"
3. Response letter to email item 3, "detail of location of (2) speed bumps/traffic tables to be located on Silhavy Road."
4. (1 ea.) draft copies of Hawthorne Hills Community, Estate and Villa covenants, conditions and restrictions.
5. Revised Landscape plan sheets L3 and L4.
6. Response letter to email item 6, installation requirements and sheet L1 "City of Valparaiso required landscaping" specifications.
7. Revised Landscape plan sheet L1, table B1, B3 and Concept Plant Schedule.

After review if you have any questions please let me know.

Thank you

Ed Recktenwall



Land Development Manager

P: 219-558-8080 x 307

M: 219-728-8122

8051 Wicker Avenue, St. John, IN, 46373

OlthofHomes.com

This Instrument Was Prepared By:

Greg A. Bouwer
KORANSKY, BOUWER & PORACKY, P.C.
425 Joliet Street, Suite 425
Dyer, Indiana 46311

After Recording Mail To:

Greg A. Bouwer
KORANSKY, BOUWER & PORACKY, P.C.
425 Joliet Street, Suite 425
Dyer, Indiana 46311

RECORDER'S STAMP

*DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAWTHORNE HILLS COMMUNITY*

This Declaration of Covenants, Conditions and Restrictions for Hawthorne Hills Community is made this ____ day of _____, 2019 by Hawthorne Hills Development LLC ("Declarant").

WITNESSETH:

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

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

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

**ARTICLE I
DEFINITIONS**

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

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

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

(c) "Association" or "Community Association" shall mean and refer to Hawthorne Hills Community Association, Inc., an Indiana nonprofit corporation.

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

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

(f) "City" shall mean and refer to the City of Valparaiso, a municipal corporation, its successors and assigns.

(g) "Community Area" shall mean and refer to all real and personal property now or hereafter owned and/or maintained by the Association for the common use and enjoyment of the Owners. Included within the Community Area may be the following, if any: stormwater management facilities, entry monuments, retention area(s), landscaped areas not platted as lots, areas platted as outlots, walking paths, and any community fencing, except to the extent any of the foregoing have been publicly dedicated. The designation of any land and/or improvements as Community Area shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Declarant may, but shall not be required to, designate and/or convey other property to the Association. The legal description of the Community Area existing as of the date hereof is attached hereto as Exhibit F and such additional parcels of land as may be subjected to the terms of this Declaration in accordance with Article II.

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

(i) "Declarant" shall mean and refer to Hawthorne Hills Development LLC, its successors and assigns.

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

(k) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Hawthorne Hills Community and all amendments thereof filed for record in the Office of the Recorder of Porter County, Indiana.

(l) "Developer" shall mean Hawthorne Hills Development LLC, an Indiana limited liability company, its successors and assigns as may be designated in a recorded instrument.

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

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

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

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

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

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

(s) "Neighborhood" shall mean and refer to any portion of the Property, designated by Declarant, which is intended to be a distinct community within the Property currently designated as the Villas and the Estates, and which may have a separate association responsible for maintenance and administration, but at the time of recording this Declaration will not have a separate association but will be managed and administered by the Community Association, and within which it is intended that there will be constructed Dwellings. "Neighborhood Association" shall mean the association established, if ever, to maintain and administer only a Neighborhood in the Property.

(t) "Neighborhood Committee" shall mean and refer to a committee of the Community Association whose members are comprised entirely of Owners of Dwellings within a Neighborhood, including Hawthorne Hills Villas and Hawthorne Hills Estates, which committees shall make recommendations to the Board with respect to issues that solely relate to that Neighborhood.

(u) "Neighborhood Declaration" shall mean and refer to any instrument or document, and any amendments thereto, which is recorded in the Office of the Recorder of Porter County, Indiana, with respect to any Neighborhood and which imposes covenants, conditions, easements, and restrictions with respect to such Neighborhood.

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

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

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

(y) "Property," with an initial capital letter, shall mean and refer to those tracts or parcels of land described on Exhibit A together with all improvements thereon, including the Community Area, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, and, upon

submission to the provisions of this Declaration, the tracts or parcels of land described in Exhibit B, or any portion thereof, or any tracts or parcels of land hereafter added thereto, together with all improvements thereon.

(z) "Record" or "place of record" means to record a document in the Office of the Recorder of Porter County, Indiana.

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

ARTICLE II **DEVELOPMENT**

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III **PROPERTY RIGHTS**

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

(a) The right of the Community Association to borrow money (i) for the purpose of improving the Community Area, or any portion thereof, (ii) for acquiring additional Community Area, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Community Area, or (iv) for providing the services authorized herein, and, subject to the provisions of Section 8.02 hereof, to give as security for the payment of any such loan a mortgage deed or other security instrument conveying all or any portion of the Community Area; provided, however, that the lien and encumbrance of any such security instrument given by the Community Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

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

(c) The right of the Community Association to grant and accept easements as provided in Section 3.05 hereof and to dedicate or transfer fee simple title to all or any portion of the Community Area to Porter County, Indiana, the City or to any other public agency or authority, public service district, public or

private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Community Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

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

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

(f) The right of the Community Association to have reasonable rules and regulations.

(g) The right of the Community Association to suspend the use of any facilities located upon the Community Area by a Member for the period of time during which any assessment against his Lot or Dwelling remains unpaid and for an additional reasonable period for any infraction of its rules and regulations.

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

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

3.04 Easements for Utilities and Public Services.

(a) There is hereby reserved for the benefit of Declarant, the Community Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power and obligation to grant and accept easements to from Porter County, Indiana, the City of Valparaiso, Indiana, or any other public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (i) all or any portion of the Community Area, and (ii) all portions of all Lots owned by Declarant, as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water, and sewer lines, provided that such easements shall not unreasonably affect the developability, of any such Lot or Dwelling. Such easements may

be granted or accepted by Declarant, its successors or assigns, or by the Board, provided, however, that notwithstanding anything contained herein to the contrary, the Board shall not have any rights to grant any easements over any portion of any Lots. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacements, and use of such utilities and systems; provided, however, that such utility company or other supplier or servicer shall take reasonable actions to repair any damage caused by such utility company or other supplier or servicer during the exercise of any rights conveyed under any easement granted hereunder.

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

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

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

3.07 Maintenance Easement. Subject to the terms of Section 5.02(b) hereof, there is hereby reserved for the benefit of Declarant, the Community Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling or Neighborhood for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Declarant or the Community Association to perform any such actions.

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

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

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

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

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

4.04 Board of Directors.

(a) The Community Association shall be governed by its Board of Directors ("Board") comprised of six (6) persons duly appointed or elected as provided herein and in the Articles of Incorporation and By-Laws of the Community Association. The initial Board shall be comprised of three (3) persons duly appointed by the Declarant pursuant to its rights under Section 4.06 hereof, until such time as the Initial Meeting to elect the First Board occurs. After the period of Declarant control ceases, the Board shall consist of three (3) persons representing each Neighborhood, for a total of six (6) directors.

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

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

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

Incorporation or By-Laws of the Community Association to in any way diminish the authority of the Board during the period that Declarant has the right to appoint any members of the Board.

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

4.06 Initial Meeting of Community Association to Elect Directors. Upon receipt by the President of the Community Association of a copy of the written notice of Declarant to voluntarily terminate its control of the Community Association, described in Paragraph 4.04(ii), or of any other appropriate evidence of the termination of Declarant's right to appoint all the directors of the Board, he shall promptly convene a meeting of the Community Association (Initial Meeting) for the purpose of electing a new Board or to elect those directors who no longer are to be appointed by Declarant (First Board).

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

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

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

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

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

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

ARTICLE V MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Community Association in this Declaration or a Neighborhood Declaration, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns (including parkways), landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. The maintenance and repair of all common areas located within Neighborhood Areas (including all landscaping and grounds and all recreational facilities and other improvements located within such Neighborhood Areas) shall be the responsibility of the Community Association. Each Owner shall be responsible for maintaining his or her Lot, Dwelling, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Community Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. As more fully provided in the Declaration and Neighborhood Declaration, each Member is obligated to pay the Community Association monthly and special assessments, which are secured by a continuing lien against the Property against which the assessment is made. No Member or Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Areas or abandonment of his or her Lot.

5.02 Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Community Association shall maintain and keep in good repair all portions of the Community Area, which responsibility shall include the maintenance, repair, and replacement of (i) all walks and trails (if any), lots, landscaped area, facilities, community fencing, if any, and other improvements made by Declarant or the Community Association situated within the Community Area or within easements encumbering Lots, Dwellings, or Neighborhoods pursuant to Section 3.03 hereof, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Community Area and which are not maintained by a public authority, public service district, public or private utility, or other person, (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all lakes and ponds situated within or upon the Community Area, and (iv) all retention areas and drainage facilities constructed in the Community Area. The Community Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Community Area, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Community Association, becoming out of repair. Nor shall the Community Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Community Area or any other portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Community Association to take some action or to perform some function required to be taken or performed by the Community Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Community Association, or from any action taken by the Community Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of the Owner.

(b) In the event that Declarant or the Board determines that: (i) any Owner or Neighborhood Association has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Community Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or

invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Community Association, except in the event of an emergency situation, shall give such Owner or Neighborhood Association written notice of Declarant's or the Community Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or Neighborhood Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Neighborhood Association to comply with the provisions hereof after such notice, Declarant or the Community Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling, or, in the case of a Neighborhood Association, shall be added to and become a part of the assessments for all Owners within such Neighborhood Association and shall become a lien against such Owners' Lots or Dwellings. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Community Association shall promptly reimburse Declarant for Declarant's costs and expenses.

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

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

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.01 Insurance.

(a) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Community Association insuring all insurable improvements in and to the Community Area against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Community Area and all damage or injury caused by the negligence of the Community Association, its members, its trustees and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board.

(c) The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Community Association as trustee for each of the Owners and costs of all such coverage shall be a Community Expense. Exclusive authority to adjust losses under policies obtained by the Community Association and hereafter in force with respect to the Development shall be vested in the Board; provided, however, that no mortgagee or other security holder of the Community Area having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Community Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in the State of Indiana and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.

(ii) All property insurance policies (naming the Community Association as insured) shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Community Association and to any Mortgage to which a mortgagee endorsement has been issued.

(iv) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

(v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Community Association, the Community Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Community Association's manager.

(vi) All policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one (1) or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests, and invites, or on account of the acts of any director, officer, employee, or agent of the Community Association or of its manager, without prior demand in writing delivered to the Community Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All liability insurance shall contain cross-liability endorsements to cover liability of the Community Association to an individual Owner and shall also name the Declarant as an additional insured.

(e) It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot and Dwelling. The Board may require any Neighborhood Associations to carry public liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Community Association.

6.02 Damage or Destruction to Community Area. Immediately after the damage or destruction by fire or other casualty to all or any part of the Community Area covered by insurance written in the name of the Community Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Community Area, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired

option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five percent (75%) of the total vote of the Community Association, shall otherwise agree, the Community Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied or as one lump sum payment, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Community Association under and by virtue of such assessments shall be held by and for the benefit of the Community Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Community Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Community Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Community Association, and the ruins of the Community Area damaged or destroyed by fire or other casualty shall be cleared and the Community Area left in a clean, orderly, safe, and sightly condition.

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

ARTICLE VII **CONDEMNATION**

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

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

sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, or as a lump sum payment, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Community Association.

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

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

7.02 Condemnation of Lots, Dwellings, or Neighborhoods.

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

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

ARTICLE VIII **ADMINISTRATION**

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

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

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

8.04 Management Agreement. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board provided, however, that if the Community Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall be terminable by the Community Association without cause at any

time after the Transfer Date and shall not require the payment of any penalty by the Community Association and shall not require advance notice of termination of more than ninety (90) days. Any management fees incurred pursuant to this Section 8.04 shall be paid from the assessments collected pursuant to Article IX hereof.

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

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

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

8.08 Board Control. As provided in Section 13.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member of members of the Board or any officer or officers of the Community Association until such time as the first of the following events shall occur: (i) the expiration of fifteen (15) years after the date of the recording of this Declaration; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Community Association by an express amendment to this Declaration executed and recorded by Declarant. For purposes of this Section 8.08, "Dwellings in the Development" shall refer to all Dwellings within or contemplated to be within the Property and Additional Property. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, vests in Declarant such authority to appoint and remove directors and officers of the Community Association as provided by this Section 8.08 and by Section 13.01 hereof.

ARTICLE IX

COVENANTS FOR MAINTENANCE ASSESSMENTS

9.01 Purpose of Assessments; Creation of the Lien and Personal Obligations. Each Owner of a Dwelling or Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling or Lot owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Community Association such assessments as are levied pursuant to the provisions of this Declaration and the By-Laws of the Community Association. Such assessments, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling or Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling or Lot at the time when the same fell due. The assessments for Community Expenses levied by the Community Association (or by Declarant acting on its behalf pursuant to Section 4.05(c) hereof) shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Community Association and in particular, without limiting the foregoing: (i) for the improvement

and maintenance of the services and facilities devoted to the use and enjoyment of the Community Area, (ii) for the making of repairs, replacements and additions to the Community Area, and defraying the cost of labor, equipment, and material required for the maintenance of the Community Area, (iii) for the operation, care, upkeep, maintenance, and replacement of any Community Areas in any Neighborhood to the extent assumed by the Community Association, and (iv) for the repair, replacement, and maintenance of Lots and Dwellings required under a Neighborhood Declaration as long as a Neighborhood association does not exist to perform such duties; and (v) in general for carrying out the duties of the Board as set forth in this Declaration and the By-Laws of the Community Association; and for carrying out the purposes of the Community Association as stated herein and in its Articles of Incorporation.

9.02 Assessment Procedures.

(a) Preparation of Estimated Budget. Each year after Declarant Control has expired on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, fees, supplies and other items which, in the judgment of the Board, will be required to be provided to the Community Association or required to meet the Community Association's obligations during the ensuing calendar year to effect the purposes of the Community Association, a copy of which estimated budget shall be provided to all Owners at least thirty (30) days prior to its adoption by the Board. The annual budget shall take into account any estimated net operating income or deficit which may result from the operation of the Community Area during such year and income from user charges to be received pursuant to Section 9.03 hereof. Said "estimated cash requirement" shall be allocated among and assessed to Members in accordance with the provisions of Section 9.06 hereof. The Board shall give written notice, mailed or delivered, to each Owner no less than ten (10) and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of any proposed budget or any increase or establishment of an assessment.

(b) Date Payments Due. On or before January 1 of the ensuing year, each Member shall be personally obligated to pay, in the manner prescribed by Sections 9.06, 9.07 and 9.08 hereof, such Member's annual assessment, together with all user charges incurred by such Member during the preceding year. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied as an adjustment to the installments under the current year's estimate falling due after the amount of such net shortage or excess for the preceding year has been determined.

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

(d) Assessment on Declarant-Owned Lots. With regard to any Lots or Dwellings owned by Declarant, no assessment respecting any such portion of the Property shall be imposed upon such Lots or Dwellings, provided, however, that in the event Declarant enters into a lease or installment contract for any Dwelling, then Declarant shall be responsible for the payment of assessments on such Dwelling on the same basis as any other Owner as provided in Section 9.06 hereof. Further, it is understood that Declarant and Developer shall not be required to fund any deficiencies in the budget or budget shortfalls of the Community Association during any period of time.

(e) Adjustments to Estimated Budget. If any "estimated cash requirement" proves inadequate for any reason (including nonpayment of any Member's assessment), the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly assessment payment which is due more than ten (10) days after the delivery or mailing of

such notice of further assessment. All Members shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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

9.03 Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 9.03, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Community Area, and the necessary fixtures and personal property related thereto; provided, however, that, except for special assessments which shall not exceed in any one (1) year the sum of Five Hundred Dollars (\$500.00) per assessed Dwelling or Lot, any such special assessment shall first be approved at a meeting of the Members by the affirmative votes of the Members at a meeting called and held in accordance with the provisions of Section 9.05. The provisions of this Section 9.04 shall not limit the power of the Board, without such prior approval, to levy assessments to reconstruct, replace or restore any portion of the Community Area. In addition, at the time the initial sale of each Dwelling is closed, the purchaser of the Dwelling shall pay to the Community Association an amount equal to an annual assessment to be deposited into an account (the "Working Capital Reserve") to be applied and used for start-up costs and as a working capital fund in connection with the initial operation of Community Area and for future working capital needs. Such payment shall not be deemed a prepayment of the annual assessments. Notwithstanding anything contained herein to the contrary, the Declarant shall not be responsible for the payment of any special assessments or contributions to any Working Capital Reserve. The Developer with regard to any portion of the Property shall have the same rights and obligations as the Declarant as contained in this Section 9.04 with regard to any Lots owned or controlled by such Developer.

9.04 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Section 9.04 hereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of the Members shall constitute a quorum.

9.05 Allocation of Assessments Among Members. Both annual and special assessments shall be allocated among the Members by apportioning to each Member an amount equal to that proportion of the total assessment which the number of Unit Memberships held by such Member within a Neighborhood bears to the total number of Unit Memberships in the respective Neighborhood. Communitywide expenses shall be shared equally among all Members. In the event Neighborhood Associations exist, each Neighborhood Association shall be responsible for collecting on behalf of the Community Association all assessments due the Community Association from Members whose Dwellings or Lots are subject to assessment by such Neighborhood Association. In the event no Neighborhood Association is in existence, then the payment of such assessments shall be made directly by each Member to the Community Association.

9.06 Payment of Assessments.

(a) Assessments allocated under Section 9.06 hereof to Members shall be paid directly to the Community Association or added to the assessment made or levied by a Neighborhood Association against each such Member for the Community Expenses and user charges as provided in the applicable Neighborhood Declaration. Each such Member shall pay the assessment levied by the Community Association directly to the Community Association, or if applicable, to a Neighborhood Association and shall also pay to the Community Association any assessment levied by the Neighborhood Association as provided in the applicable Neighborhood Declaration. All such funds collected by the Neighborhood Association on behalf of the Community Association shall be remitted to the Community Association.

(b) Upon written demand of an Owner or a Mortgagee at any time, the Community Association shall furnish such Owner or Mortgagee a written dated certificate signed by an officer of the Community Association setting forth whether there are any then unpaid annual or special assessments levied

against such Owner's Dwelling or Lot. Such Certificate shall be conclusive evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

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

(d) Lots which are owned by the Declarant and are utilized for models and a parking lot shall not be subject to assessment.

9.07 Nonpayment of Assessments.

(a) Any installment of an assessment which is not paid to the Community Association within fifteen (15) days after the due date shall be delinquent and a late charge of Twenty-five Dollars (\$25.00) shall be added to it. The assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Community Association may bring an action against the Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action; and the Community Association may enforce and foreclose any lien it has or which may exist for its benefit.

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

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

ARTICLE X
USE RESTRICTIONS

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

10.02 Fences or Remodeling. The installation of any type of fencing and any remodeling or additions to Dwellings requires a building permit from the City prior to construction. Fences are not permitted in a Neighborhood unless also approved by the Committee for that Neighborhood or the Neighborhood Association if in existence.

10.03 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or

incidental to the completion, improvement, and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, Neighborhoods, Community Area, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, all as may be approved Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 10.03 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

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

ARTICLE XI

RULE MAKING

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

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

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

(a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

(i) The alleged violation;

- (ii) The action required to abate the violation; and
 - (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws, or of the rules and regulations of the Community Association may result in the imposition of sanctions after notice and hearing.
- (b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
- (i) The nature of the alleged violation;
 - (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
 - (iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
 - (iv) The proposed sanction to be imposed.
- (c) The hearing shall be held in executive session of the Board pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

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

ARTICLE XII

MORTGAGEE PROVISIONS

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

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

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

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

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

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

12.02 Amendments to Documents.

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

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

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

(i) voting;

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

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

(iv) insurance or fidelity bonds;

- (v) rights to convey the Community Area;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) expansion or contraction of the Property or the addition, annexation, or withdrawal of Property to or from the Community Association (other than by Declarant as provided in Article II of this Declaration);
- (viii) boundaries of any Lot;
- (ix) leasing of Lots;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Dwelling;
- (xi) establishment of self-management by the Community Association where professional management has been required by an eligible holder; or
- (xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders; guarantors, or insurers of first Mortgages on Dwellings.

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

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

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

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

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

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

12.07 Failure of Mortgagee to Respond. Any Mortgagee who receives notice of and a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Community Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Community Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, with a return receipt requested.

ARTICLE XIII **GENERAL PROVISIONS**

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

13.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Community Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Recorder of Porter County, without the approval of any Owner or Mortgagee; provided, however, that with the exception of the addition of any portion of the Additional Property to the terms of this Declaration, or as otherwise provided in Section 13.03 hereof, (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot, Dwelling, Neighborhood, or the Community Area as set forth in this Declaration or adversely affects the title to any Lot, Dwelling, or Neighborhood, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Community Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 13.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself.

13.03 Special Amendments. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other

governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwellings, (iii) to correct clerical or typographical errors in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations or (v) to make any other amendment to the Declaration that does not materially effect an Owner's right to use and enjoy his or her Lot and/or Dwelling. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, lease, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the date Declarant no longer has the right to appoint all directors of the Board pursuant to Section 4.06 hereof.

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

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

13.06 Enforcement. Each Owner shall comply strictly with the By-laws and the published rules and regulations of the Community Association adopted pursuant to this Declaration, as either of the same may be

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

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

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

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

particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Indiana.

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

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

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

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

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

Hawthorne Hills Community Association, Inc.
8051 Wicker Ave., Suite A
St. John, Indiana 46373

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

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

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

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

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

(d) Except as provided in Section 13.14 hereof, no transfer of Declarant rights shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Recorder's Office of Porter County, Indiana.

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

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

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

IN WITNESS WHEREOF, Hawthorne Hills Development LLC, has caused its Corporate Seal to be affixed hereunto and has caused its name to be signed to these presents by its officer, this ____ day of _____, 2019.

HAWTHORNE HILLS DEVELOPMENT LLC

By: _____
Its: _____

STATE OF INDIANA
COUNTY OF LAKE

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

Given under my hand and notarial seal this ____ day of _____, 2019.

My Commission Expires: _____

AFFIRMATION

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

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

EXHIBIT A

Legal Description of Property

EXHIBIT B
Additional Property

EXHIBIT C
ARTICLES OF INCORPORATION OF
HAWTHORNE HILLS COMMUNITY ASSOCIATION, INC.

EXHIBIT D

BY-LAWS OF HAWTHORNE HILLS COMMUNITY ASSOCIATION, INC.

ARTICLE I PURPOSES AND POWERS

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

ARTICLE II OFFICES

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

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

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

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

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

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

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

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

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

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

ARTICLE IV POWERS OF THE BOARD

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

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

4.02 Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be

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

4.03 Rules and Regulations; Management

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

(b) Management. The Declarant or the Board shall engage the initial management organization under contracts expiring not later than ninety (90) days after the date the Initial Meeting of Association is held ("Transfer Date"). Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board provided, however, that if the Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall be terminable by the Association without cause at any time after the Transfer Date and shall not require the payment of any penalty by the Association and shall not require advance notice of termination of more than ninety (90) days. Any management fees incurred pursuant to this Section 4.04(b) shall be paid from the assessments collected pursuant to Article V hereof.

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

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

ARTICLE V

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

ARTICLE VI

COMMITTEES

6.01 Board Committees. The Association shall have two (2) committees, one is designated the Hawthorne Hills Estates Committee ("Estates Committee") and one designated the Hawthorne Hills Villas Committee. The Estates Committee consists only of those Owners appointed by the Board who own a Lot within the Neighborhood designated Hawthorne Hills Estates. The Villas Committee consists only of those Owners appointed by the Board who own a Lot within the Neighborhood designated Hawthorne Hills Villas. These committees shall determine the issues, make recommendations with respect to issues only affecting its Neighborhood, with the Board making the final decision with respect to those issues. Further the Board, by resolution adopted by a majority of the directors in office, may

designate one (1) or more committees, each of which shall consist of one (1) or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

6.02 Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the Board's judgment the best interests of the Association shall be served by such removal.

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

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

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

6.06 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

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

ARTICLE VII

INTERIM PROCEDURE

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

ARTICLE VIII

AMENDMENTS

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

ARTICLE IX

DEFINITION OF TERMS

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

EXHIBIT E

RULES AND REGULATIONS

1. PARKING AND VEHICLES. No motor homes, campers, trailers, boats of any kind, or trucks in excess of $\frac{3}{4}$ ton capacity, shall be parked at any time on any Dwelling, except inside closed garages in a manner that shall allow the garage door to be closed entirely.

2. ANIMALS AND CONTROL OF PETS.

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

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

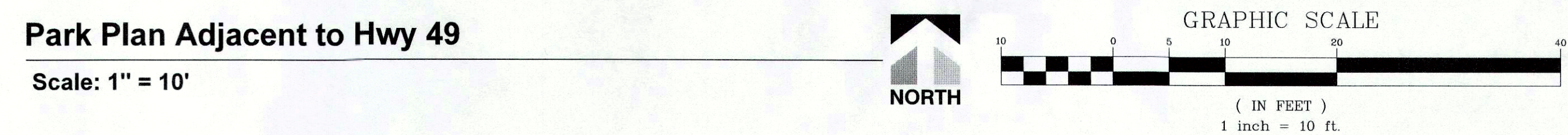
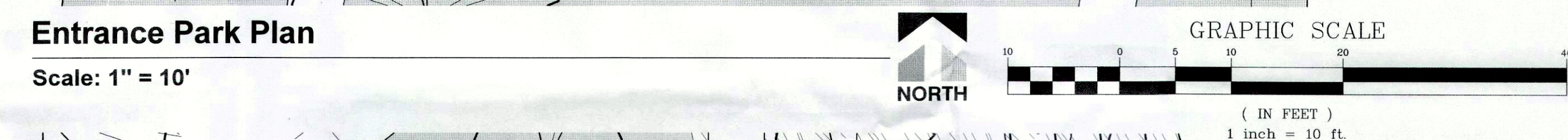
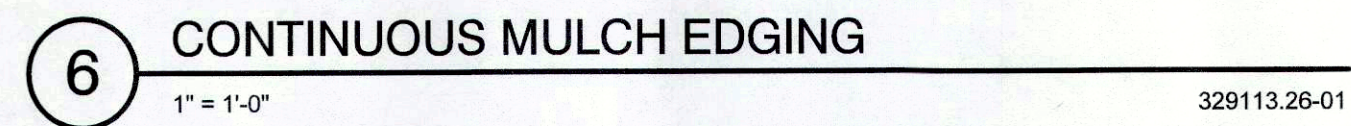
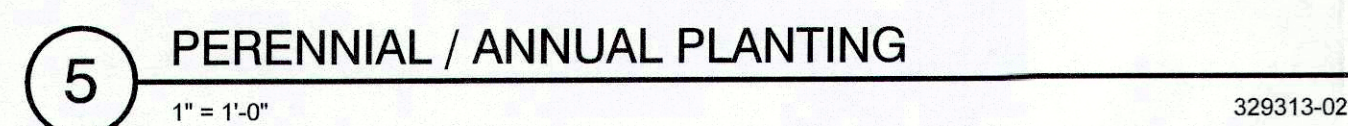
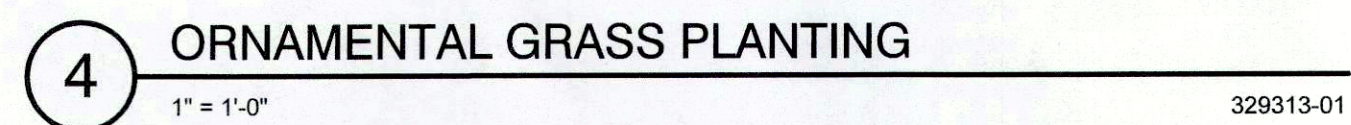
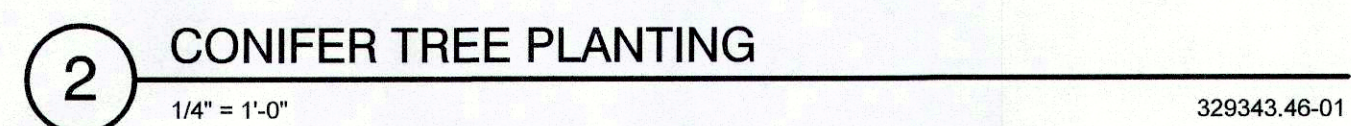
2. GARBAGE. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground level location in the Property, excepting only on those days of garbage collection, in which case such garbage containers, when empty, shall be immediately relocated to a place as described above.

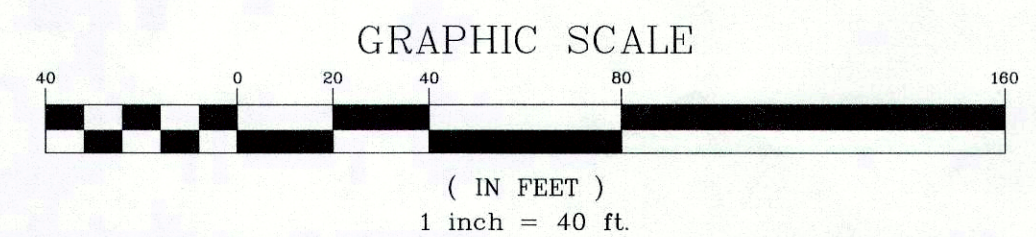
3. OWNERS OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION. All Owners shall advise the Association in writing of the names, residence addresses (if different from that of the Dwelling owned) and telephone numbers of all Owners, Occupants and all tenants, subtenants and other occupants; and the name,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

4. OUTDOOR ITEMS. The following items may be installed: (i) an address sign placed within the landscaping; (ii) landscape lights may be placed within the mulch area; (iii) one shepherds hook with a hanging flower pot; (iv) plants, plant stands and flower pots in the landscape area or on the front porch; (v) a bench or chairs may be placed on the front porch; (vi) an American flag attached to the Dwelling may be displayed; (vii) a wreath may be displayed on the front door; and (viii) holiday decorations may be installed one week before and after a holiday, with the exception of Christmas decorations which may be installed from the week of Thanksgiving until one week after New Year's Day. No other permanent flag poles, decorative flags, awnings, bird baths or bird feeders, decorative animals, decorative iron works, decorative lawn sprinklers, additional fencing, miniature fountains, landscape lights attached to a structure, name plates, pavers, plaques, rocks, signs, statues or figurines, storage sheds, sun globes, thermometers, wind chimes, wishing wells, any other general decorating items and landscaping shall not be permitted unless they receive prior written approval of the Architectural Review Committee, appointed by the Board.

EXHIBIT F
Community Area

Outlots _____, as per the plat thereof recorded in Porter County, Indiana as document number _____.





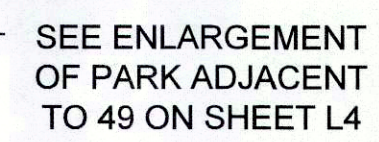


Table B.1. Trees for Parkway Planting		
Common Name	Latin Name	Mature Height
Chinquapin Oak	<i>Quercus muehlenbergii</i>	80 feet
Burr Oak	<i>Quercus macrocarpa</i>	80 feet
American Elm (resistant selections)	<i>Ulmus Americana</i>	70 feet
Hackberry	<i>Celtis occidentalis</i>	60 feet
Kentucky Coffee Tree	<i>Gymnocladus dioica</i>	60 feet
American Linden	<i>Tilia Americana</i>	60 feet
Shingle Oak	<i>Quercus imbricaria</i>	50 feet
Hills Oak	<i>Quercus ellipsoidalis</i>	50 feet
Scarlet Oak	<i>Quercus coccinea</i>	50 feet
Sugar Maple	<i>Acer Saccharum</i>	50 feet
Swamp White Oak	<i>Quercus bicolor</i>	50 feet
Ginkgo (male)	<i>Ginkgo biloba</i>	50 feet
Honeylocust	<i>Gleditsia triacanthos</i>	40 feet
Sour Gum	<i>Nyssa sylvatica</i>	40 feet
Littleleaf linden	<i>Tilia cordata</i>	40 feet
Ironwood	<i>Ostrya virginiana</i>	30 feet
Blue Beech/American hornbeam	<i>Carpinus caroliniana</i>	20 feet
Serviceberry	<i>Amelanchier sp.</i>	20 feet
Tree lilac	<i>Syringa reticulata</i>	20 feet
Nannyberry Viburnum	<i>Viburnum lentago</i>	18 feet

Table B.3. Trees for General Landscaping						
Common Name	Latin Name	Mature Height	Sun ¹	Soil ²	Notes	
Tulip Tree	<i>Liriodendron tulipifera</i>		S / PS	PW / well drained		
Norway Spruce	<i>Picea abies</i>		FS	well drained		
Chinquapin Oak			FS / very tolerant			
Burr Oak	<i>Quercus macrocarpa</i>		FS	tolerates poor		
Red Oak			S / PS			
White Oak	<i>Quercus alba</i>		FS / PS	sand / clay		
Sycamore	<i>Platanus occidentalis</i>		FS	W		
Sweetgum	<i>Liquidambar styraciflua</i>		FS	PW		
Cottonwood (seedless)	<i>Populus deltoids</i>		FS	W		
American Elm (resistant)			FS			
White Pine	<i>Pinus Strobus</i>		FS / PS	well drained		
Hackberry		60 feet	FS		elm substitute	
Kentucky Coffee Tree			FS			
American Linden	<i>Tilia Americana</i>		FS / PS	PW		
American Beech			S			
Eastern Hemlock	<i>Tsuga canadensis</i>		PS	well drained		
Black Cherry			FS			
Black Walnut	<i>Juglans nigra</i>		FS	PW		
Black Oak	<i>Quercus velutina</i>	60 feet		well drained / sand		
Bitternut Hickory	<i>Carya cordiformis</i>					
Shagbark Hickory	<i>Carya ovata</i>					
Catalpa	<i>Catalpa speciosa</i>					
Shingle Oak	<i>Quercus imbricaria</i>	50 feet		tolerates poor soils		
Butternut	<i>Juglans cinerea</i>	50 feet		PW / D		
Black Maple	<i>Acer nigra</i>	50 feet		W / PW		
Sugar Maple	<i>Acer Saccharum</i>	50 feet		well drained		
Swamp White Oak	<i>Quercus bicolor</i>	50 feet		variable soils		

Common Name	Latin Name	Mature Height	Sun ¹	Soil ²	Notes	
Ginkgo (male)	<i>Ginkgo biloba</i>	50 feet		tolerates poor soils		
Hills Oak	<i>Quercus ellipsoidalis</i>	50 feet		sandy clay soils		
Scarlet Oak	<i>Quercus coccinea</i>	50 feet		sandy clay soils		
Jack pine	<i>Pinus banksiana</i>	45 feet		D / sandy soils		
Honeylocust	<i>Gleditsia triacanthos</i>	40 feet		D / tolerates poor soils		
Quaking Aspen	<i>Populus tremuloides</i>		FS		mulch stem	
Red Maple	<i>Acer rubrum</i>	40 feet		W		
Sour Gum/Black gum	<i>Nyssa sylvatica</i>	40 feet		good soil		
Littleleaf linden	<i>Tilia cordata</i>	40 feet		PW		
Bald Cypress	<i>Taxodium distichum</i>	40 feet		W / PW		
River Birch	<i>Betula nigra</i>	40 feet		W / low pH soil		
Yellow Birch	<i>Betula lutea</i>	35 feet		PW		
Ironwood	<i>Ostrya virginiana</i>					
Persimmon	<i>Diopos virginiana</i>					
Sassafras	<i>Sassafras albidum</i>					
Ohio Buckeye	<i>Aesculus glabra</i>	30 feet		well drained		
Flowering Dogwood	<i>Comus florida</i>	25 feet		D / well drained		
Blue Beech/American hornbeam	<i>Carpinus caroliniana</i>					
Serviceberry	<i>Amelanchier sp.</i>	20 feet		well drained		
Paw Paw	<i>Asimina triloba</i>					
Tree lilac	<i>Syringa reticulata</i>					
Speckled Alder	<i>Alnus rugosa</i>	20 feet	FS	W	multi stem	
Nannyberry Viburnum	<i>Viburnum lentago</i>					
Redbud	<i>Cercis Canadensis</i>	15 feet		well drained		
Fringe Tree	<i>Chionanthus virginicus</i>					
Pagoda Dogwood	<i>Comus alternifolia</i>	15 feet		PW		
Magnolia varieties	<i>Magnolias var.</i>	15 feet		good well drained soil		
Walter Ash	<i>Pala trifoliata</i>	15 feet		poor soils		
Common Witch Hazel	<i>Hamamelis Virginiana</i>					

Common Name	Latin Name	Mature Tree Height
Bottlebrush Buckeye	<i>Aesculus parviflora</i>	July White Flowers-8'
Indigo Bush	<i>Amorpha fruticosa</i>	June Purple/Blue Flowers-6'
Chokeberry	<i>Aronia sp.</i>	May White Flowers-5'
Caryopteris	<i>Aryopteris sp.</i>	Blue Flowers-3'
Clethera	<i>Slethera alnifolia</i>	July/August Pink Flowers-4'
Deutzia	<i>Deutzia gracilis</i>	May White Flowers-3'
New Jersey Tea	<i>Canothus americanus</i>	July White Flowers-2'
Dwarf Honeysuckle	<i>Diervilla lonicera</i>	June Yellow Flowers-2.5'
Vernal Witch Hazel	<i>Hammelis vernalis</i>	Mar. Orange/Red Flowers-12'
Common Witch Hazel	<i>Hamamelis vernalis</i>	October Yellow Flowers-10'
Smooth Hydrangea	<i>Hydrangea arborescens</i>	June/July White Flowers-3'
Oak Leaf Hydrangea	<i>Hydrangea quercifolia</i>	June/July White Flowers-5'
St. John's Wort	<i>Hypericum sp.</i>	July-August Yellow Flowers-3'
Winter berry	<i>Ilex verticillata</i>	Native Holly
Junipers various	<i>Juniperus sp.</i>	Hardy Evergreen
Northern Bayberry	<i>Myrica pennsylvanica</i>	Semi Evergreen-4'
Ninebark	<i>Physocarpus opulifolius</i>	June Pink Flowers-8'
Gro-low Sumac	<i>Rhus aromatic</i>	Orange/Red Fall-2'
Elderberry varieties	<i>Sambucus sp.</i>	June White Flowers
Stephanandra	<i>Stephanandra incisa</i>	May/June Yellow/White Flowers-3'
Lilacs various	<i>Syringa var.</i>	May/June Flowers-4-12'
Blueberry Ornamental	<i>Vaccinium corymbosum</i>	Red Fall Color
Viburnums various	<i>Viburnum</i>	Several Flowering Shrubs

City of Valparaiso Required Landscaping

STREET TREE REQUIREMENT

Requirement: One canopy tree per 60 feet of street frontage, in the parkway on each side of each public street. 2" Cal. Min.

8,122 lineal feet street frontage

8,122 lineal feet
60 feet = (135.4) =135 canopy trees

Required - 135 canopy trees in parkway
On Plan - 135 canopy trees in parkway

ON-LOT LANDSCAPING

Requirement:
Suburban Real Estate Zoning- 2 Large Trees, 4 Small Trees and 0 Shrubs per single family detached lot.

General Residential Zoning- 1 Large Tree, 1 Small Tree and 1 Shrubs per single family detached lot.

In addition, for all residential homes where there are front loaded garages, 1 small tree or medium to large shrub that is at least 6' ht. at time of planting shall be installed in the front yard for each 10 lf. of garage door.

For side loaded garages closer than 10' to the property line, 1 small tree and 4 shrubs shall be planted along the street side.

Requirements to be met as part of building permit and individual lot development.

OPEN SPACE LANDSCAPING

Requirement: (Both Zoning Areas)- 10 Large Trees per AC, 15 Small Trees per AC, and 40 Shrubs per AC.

Areas within delineated wetlands shall be subtracted from the total AC. However, Detention areas shall be counted as open space.

Total Open Space: 5.6 AC

5.6 x 10 = 56 Large Trees

5.5 x 15 = 84 Small Trees

5.6 x 40 = 224 Shrubs

Required - 56 large trees, 84 small trees, and 224 shrubs

On Plan - 56 large trees, 86 small trees, and 225 shrubs

BUFFERYARD LANDSCAPING

Bufferyard Type A required on Suburban Residential Side and Buffer Type B required on General Residential Side, internal to project. Properties to the south and west have same zoning and do not require buffer yards. Property to north is outside of city limits and does not require a buffer yard. Property to east is Highway 49 and requires a Type D bufferyard.

Parking Lot Bufferyards are required to be 25' in width and contain 2 large trees per 100 lf, 2 small trees per 100 lf, and a 3' ht hedge.

Type A: 10' wide w/ 1 large tree, 2 small trees and 17 shrubs per 100 lf

Type B: 15' wide w/ 2 large trees, 4 small trees and 34 shrubs per 100 lf

Type D: 40' wide w/ 3 large trees, 6 small trees, 50 shrubs per 100 lf and a 5' ht berm.

Type A = 342' lf = 4 large trees, 7 small trees and 58 shrubs

Type B = 342' lf = 7 large trees, 14 small trees and 116 shrubs

Type D = 763 lf = 23 large trees, 46 small trees and 382 shrubs

* Note, Type A/B buffer area measurement is based on 712 total linear feet of area requiring buffer, less 380 linear feet of existing woodlands being preserved in lieu of buffer.

Using Type B buffer only between residential uses since it provides the highest intensity of plantings.

Required - 30 large trees, 60 small trees, and 498 shrubs

On Plan - 31 large trees, 60 small trees, and 263 shrubs (native planting areas to supplement additional shrubs)

PARKING LOT LANDSCAPING

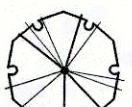
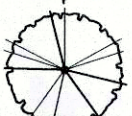
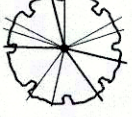
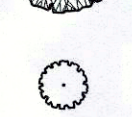
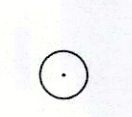
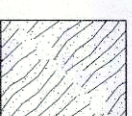
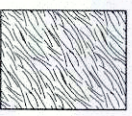
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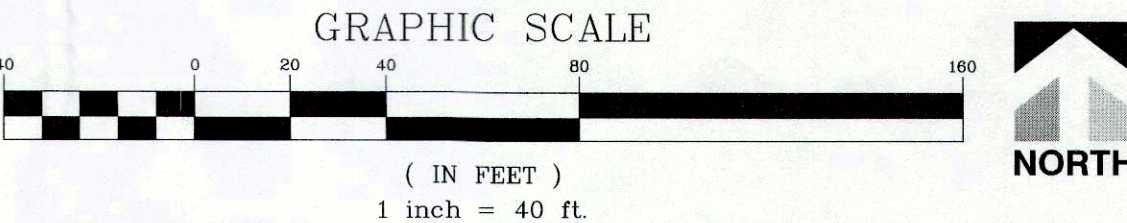
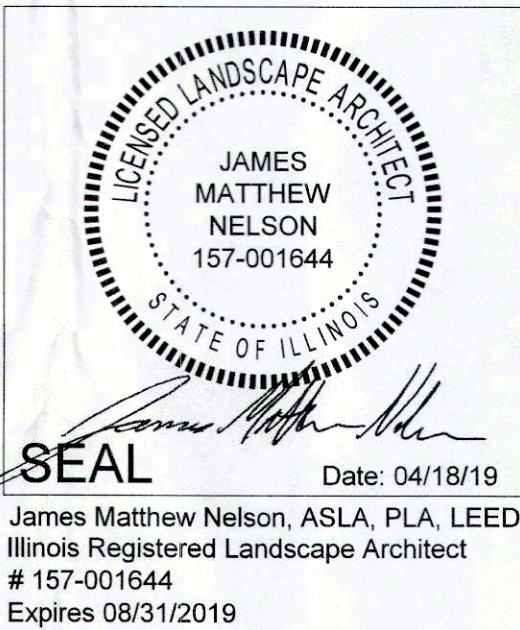
Suburban Real Estate Zoning- 1 Large Tree per 4 spaces, and 1 Shrub per 2 spaces.

General Residential Zoning- 1 Large Tree per 8 spaces, and 1 Shrub per 4 spaces.

Not Applicable- No Off-street parking on site

CONCEPT PLANT SCHEDULE

	STREET TREE	135
	OPEN SPACE LARGE TREE	58
	OPEN SPACE SMALL TREE	90
	BUFFER LARGE TREE	31
	BUFFER SMALL TREE	60
	EXISTING TREES TO BE PRESERVED TO BE DETERMINED, PENDING TREE SURVEY	37
	OPEN SPACE SHRUB	261
	BUFFER SHRUB	263
	STORMWATER SEED MIX	34,856 sf
	NATIVE SEED MIX	175,133 sf
	WETLAND EMERGENT SEED MIX	66,139 sf



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DATE

REVISIONS

DRAWN BY

PROJECT

DATE

SCALE

SHEET

PROJ. MGR.: BDM

PROJ. ASSOC.: RAD4

DRAWN BY:

DATE: 04/18/19

SCALE: 1"=XX'

SHEET L1 OF L5

OLTVPIN02

HAWTHORNE HILLS

CITY OF VALPARAISO, INDIANA

LANDSCAPE SUMMARY

PRELIMINARY - NOT FOR CONSTRUCTION