COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE

MADE IN CONNECTION WITH A ZONE MAP CHANGE

In accordance with Indiana Code § 36-7-4-1015, the Owner of the real estate located in the City of Westfield, Hamilton County, Indiana, which is described below (the "Real Estate"), makes the ~~following~~ COMMITMENTS below concerning the use and development of the Real Estate in connection with ~~the Petition to Change~~ Ordinance 14-15. As used in the COMMITMENTS below, "Zoning~~, Docket No. 1402-REZ-01:~~ Ordinance" shall mean the Westfield-Washington Township Zoning Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana, enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code §36-7-4, as amended.

LEGAL DESCRIPTION OF REAL ESTATE: SEE ATTACHED EXHIBIT A

STATEMENT OF COMMITMENTS:

SITE DEVELOPMENT COMMITMENTS

1. All drainage from new development shall be engineered to flow south to the pond and not onto any lots located in the existing ~~lots in~~ Oak Park~~,~~ Section 1 Lots 1-18 (plat recorded as Instrument Number 9447716 on November 18, 1994) (hereafter "Oak Park Section 1") or any lots located in the existing Oak Park Section 1 Replat of Lots 19-32 (plat recorded as Instrument Number 9909917815 on March 24, 1999) (hereafter "Oak Park Replat"), nor onto any existing drainage facilities in Oak Park Section 1 or Oak Park Replat (together "Oak Park") except for the portion of the ~~site~~Real Estate within the Tree Preservation Area (as defined in Commitment #13 below) which will continue its current drainage pattern.

2. The minimum lot area for all lots on the Real Estate shall be ~~22~~30,000 square feet (approximately 0.~~5~~7 acres). The average lot area for all lots in the Real Estate shall be at least ~~31,000~~39,200 square feet (approximately 0.~~7~~9 acres).

3. The minimum ~~lot width shall be~~ Lot Width (as defined in the Zoning Ordinance) shall be one hundred thirty (130) feet.

4. The minimum ~~side yard~~Side Yard (as defined in the Zoning Ordinance) setback shall be ~~12~~twenty (20) feet with an aggregate ~~side yard~~Side Yard setback of forty (40) feet. The minimum Side Yard setback for Lot 28 where it abuts Oak Park Section 1 shall be thirty-five (35) feet. The minimum distance between Principal Buildings (as defined in the Zoning Ordinance) shall be forty (40) feet.

5. ~~There~~ As shown on Exhibit B, there shall be no more than ~~four (4~~three (3) lots on the Real Estate abutting Lots 7, 8, and 9 of Oak Park~~.~~ Section 1.

6. The ~~rear yard~~Rear Yard (as defined in the Zoning Ordinance) setback ~~of the~~for lots abutting Lots 8 and 9 of Oak Park Section 1 shall be at least fifty (50) feet.

~~6. There~~7. As shown on Exhibit B, there shall be no more than ~~seven (7~~five (5) lots on the Real Estate abutting Lots 13, 14, and 15~~,~~ of Oak Park Section 1 and Lots 26, 27 and 28 of Oak Park Section 1 Replat.

~~7.~~

8. Up to three (3) homes on Lots 1 -~~22~~ 26 of the Real Estate may be one-story homes. The ~~home~~homes on ~~Lot 23~~Lots 27 and 28 of the Real Estate shall be ~~a~~ two-story ~~home~~homes.

9.

~~8.~~ A white split rail fence theme consistent with existing white split rail fences in Oak Park shall be continued at the entry focal points to the Real Estate on Lots 1 and ~~23.~~27 and shall be installed on the East boundary of Lots 4 and 5 of the Real Estate, as shown on Exhibit C. The existing white split rail fence ~~shall remain in place along~~may be removed on the north ~~side of Lot 23.~~and northeast portions of Lots 27 and 28 of the Real Estate.

~~9.~~10. Prior to construction of any home ~~in~~on the ~~development~~Real Estate, red maple trees (3-4" caliper) shall be planted forty (40) feet apart along the ~~entire~~ eastern perimeter of the Real Estate (on Lots 4 and 5) and along the western perimeter of the Real Estate~~, not including~~ (on Lots 25, 26 and 28), excluding that part of the perimeter abutting the Tree Preservation Area (as defined in Commitment #12 below). Existing mature red maple trees along the north and northeast perimeter of Lots 27 and 28 shall be maintained throughout construction in compliance with all requirements of Section WC 16.06.020 of the Zoning Ordinance.

~~10.~~11. The perimeter landscape buffer provided along the eastern boundary of the Real Estate (on Lots 4~~-7~~ and 5) and along the western boundary of the Real Estate (on Lots ~~19-23~~25, 26, and 28) shall be substantially similar to that shown on Exhibit ~~E~~D. In addition to the red maples noted in Commitment #~~9~~10 above, the landscape buffer shall be planted with a minimum of two (2) evergreen trees per thirty (30) linear feet, five (5) evergreen shrubs per thirty (30) linear feet, and five (5) deciduous shrubs per thirty (30) linear feet. ~~The configuration of the drainage easement along the property line and the landscape buffer internal to the lot as shown on Exhibit E shall be followed unless otherwise required by the City of Westfield or Hamilton County.~~

~~11.~~12. Sidewalks on the Real Estate shall be constructed on both sides of the street within the public right-of-way per City of Westfield standards.

~~12.~~13. There shall be a Tree Preservation Area on the plat of that part of the Real Estate that abuts Lots 13 and 14 of Oak Park Section 1 as shown on Exhibit ~~C~~B. The Tree Preservation Area shall be platted as a tree conservation easement. Within the tree conservation easement no trees with a diameter at breast height (DBH) in excess of six inches (6") shall be removed unless the tree is damaged, diseased, dead as determined by an arborist certified by the

International Society of Arboriculture or landscape architect licensed in the State of Indiana, or is required to be removed in order to comply with safety requirements of any governmental agency. If such a tree is damaged or otherwise removed by the developer or builder, except as permitted to be removed as listed above, then the developer or builder shall replace the removed tree within one hundred eighty (180) days with a tree or trees of combined equal or greater DBH at or in the same general location of the removed tree subject to the availability of space for their healthy growth in the easement. ~~It is acknowledged that certain~~The replacement tree(s) shall be of equal or similar species to the removed tree. Certain areas of the Tree Preservation Area may ~~not be appropriate for~~be required to be designated on the plat as drainage and/or utility easements by the City of Westfield or Hamilton County. Such drainage and utility easements supersede the tree conservation easement ~~due to the location of drainage and utility infrastructure as will be identified at the time of platting.~~. The Tree Preservation Area shall comply with all requirements of Section WC 16.06.020 B of the Zoning Ordinance.

~~13.~~14. The average finish grade at the base of the homes located on Lots ~~20-23~~25, 26, and 28 of the Real Estate shall be at or below the average finish grade at the base of the existing homes of the abutting lots in Oak Park Section 1.

15. As part of the secondary plat which includes Lot 22 of the Real Estate, Owner shall include a minimum fifteen (15) foot wide common area from the nearest point of the interior road of the proposed development to the southeast corner of the existing Recreation Area abutting Lot 22 (the "Recreation Access Common Area") as depicted on Exhibit B.

LOT CONSTRUCTION COMMITMENTS

~~14.~~ 16. The design and material of each home shall be consistent with the existing homes in Oak Park. Homes constructed on the Real Estate shall be of similar character to those depicted in Exhibit ~~D~~E. "Log cabin" type homes are prohibited.

~~15~~17. Homes shall be at least 4,000 square feet above grade, exclusive of garages ~~and~~, porches, basements, walkouts, decks and sunrooms.

~~16~~18. Permissible exterior materials include brick, stone, cultured stone, stucco, fiber cement siding, and wood. Brick, stone, and cultured stone material shall be installed unit by unit and set in mortar, and not panelized brick or stone veneer.

~~17~~19. Vinyl or aluminum siding shall not be permitted.

~~18.~~

20. All ~~exterior~~interior chimney chases (those which protrude only from the roof line on all four sides) shall be finished in brick ~~or~~, stone or ~~cementous~~fiber cement siding material. Exterior chimney chases (those extending below the roof line on at least one side) shall be finished in brick or stone only.

~~19~~21. All window casings shall be vinyl clad or aluminum clad type material.

22
~~20. The minimum slope of the primary roof pitch shall be 8/12. Secondary roof pitches, such as porches, bays, walkways, etc., may be covered with a lower roof pitch.~~

~~21~~. Roof overhangs shall be required and shall be a minimum of eight (8) inches. Elements such as porches, bays, walkways, etc. may be covered with fewer inches of overhang.

~~22~~23. Roof vents shall be located to the rear of the dwelling. All vents shall be positioned to be minimally visible from the street.

~~23. The~~24. Each front elevation ~~or color scheme~~ of a home shall ~~not~~ be substantially different from the ~~same as any~~ other ~~home~~homes within ~~four lots on the same side of the street nor the lots directly across the street from the subject home.~~ the development.

~~24~~25. All garages shall comply with the garage standards in Exhibit ~~B~~F.

~~25~~26. All homes shall have a minimum three (3) car attached garage.
~~26~~
27. Driveways shall be concrete, asphalt, or other solid surface. Gravel shall be prohibited. On Lot 28 of the Real Estate the driveway shall be located on the east side of the dwelling.

~~27.~~28. A minimum of ~~six (6)~~ three (3) of the trees required by the on-site landscape requirements in Section WC 16.06.050 A 2 of the Zoning Ordinance shall be planted ~~on each lot, with a minimum of three (3) of such trees planted in~~ in the front yard. ~~At least two (2) of the trees shall be flowering trees.~~

29.
~~28. Contemporaneous~~ Contemporaneously with the ~~construction~~issuance of a ~~home~~Certificate of Occupancy/Certificate of Compliance (or as soon thereafter as weather permits), the ~~front yard~~Front Yard and ~~side yards~~Side Yards to the rear corner of the house shall be sodded, and rear yards shall be hydroseeded.

30.
~~29.~~ Above ground pools shall be prohibited.

~~30~~31. Mini-barns and storage sheds shall be prohibited.

MISCELLANEOUS COMMITMENTS

~~31~~32. No construction trailers shall be permitted on the Real Estate.

~~32~~33. Hours of construction on the exterior of homes shall be limited to 7:00a.m. to 7:00p.m. Monday through Saturday.

~~33~~34. No exterior construction shall be permitted on Sundays.

~~34. Dumpsters~~35. During the construction period of a home on a lot, dumpsters, trash bins and/or portable toilets that may be set on the lot shall be placed near the driveway of homes under construction, as near to the home as is reasonably practical. Portable toilets shall be placed near the driveway of homes under construction as near to the home as is reasonably practical and shall have the entrance to the toilets facing away from the street and other homes. Any dumpsters, trash bins, and/or portable toilets placed on a lot shall be removed prior to the City of Westfield issuing a final Certificate of Occupancy/Certificate of Compliance for the home.

~~35~~36. There shall be no model homes with daily sales staff in the development. Spec homes may be open and staffed for sales operations on weekends between the hours of 7:00a.m. to 7:00p.m. and by appointment.

~~36~~37. One (1) ~~Builder/Developer Kiosk Direction~~Construction Sign (as defined in Section WC 16.08.010 C 10 of the ~~Westfield~~ Zoning Ordinance) shall be permitted for the development of the Real Estate and shall be located within the common area at the entry to Oak Park ~~(~~in ~~either Block A or~~ Block B (east side of the entrance) as identified on the recorded plat for Oak Park Section 1~~ of Oak Park.)~~. The ~~sign shall~~Construction Sign may be ~~permitted~~moved to ~~remain until Lots 1-15 and 19-23 are sold~~the Oak Road entrance upon completion of the permanent roadway off of Oak Road.

~~37~~38. One (1) On Site Builder/Developer Direction Sign (as defined in ~~the Westfield~~Section WC 16.08.010 K 6 of the Zoning Ordinance) shall be permitted within the common area at the intersection of Oak Park Court and Oak Park Circle ~~(~~in Block D as identified on the recorded plat for Oak Park Section 1~~ of Oak Park.)~~. The sign shall be permitted to remain until Lots 1-~~15~~19 and ~~19~~ 23-28 are sold. All signage shall comply with Westfield sign regulations.

~~38~~39. The concrete wash-out for the development shall not be connected to the existing storm sewer in Oak Park. The concrete washouts for the development shall not be located ~~only~~ on ~~Lots 16, 17, and 18 as depicted on the attached Exhibit C~~any lot abutting a residential lot in Oak Park.

~~39~~40. Construction of a home shall begin within twelve (12) months after the building permit is issued for construction of the home and must be completed within eighteen (18) months after the building permit is issued.

~~40. The~~
41. ~~owner(s) of "one lot" in the Real Estate shall become "one member" of the Oak Park Homeowners Association, Inc. and such lot shall be subject to the Oak Park Bylaws, Declaration of Covenants, Conditions and Restrictions, as amended.~~
Upon the requisite vote of the members of the Oak Park Homeowners Association, Inc. as

required by the governing documents of the Association, the Real Estate shall be incorporated into the Association and shall be subject to the Declaration of Covenants, Conditions and Restrictions for Oak Park, Instrument Number 9447715 recorded November 18, 1994, as amended, except as they may conflict with these COMMITMENTS, in which case these COMMITMENTS shall control. Upon inclusion of the Real Estate in the Association, the owner(s) of "one lot" in the Real Estate shall become "one member" of the Oak Park Homeowners Association, Inc. In no case shall any single owner of multiple lots located in the Real Estate (including the Owner) have more than ten (10) member votes.

42.
~~41.~~ The developer (including its successors and assigns) shall pay to the Oak Park Homeowners Association, Inc. a sum equal to $5,000 ~~times~~for each residential lot shown on the approved preliminary plat on the Real Estate. For example, if the preliminary plat~~ contains 10~~(s) contain 28 residential lots, then the sum payable shall be $~~50~~140,000. If the Real Estate is developed in more than one preliminary plat, then the sum due from the developer shall be due for each residential lot approved on each preliminary plat. Said sum shall be due on a per lot basis and payable at the time a building permit is issued for said lot.

43. An Architectural Review Committee shall be established to review the designs of the homes to be constructed on the Real Estate for compliance with the standards of these COMMITMENTS. The Architectural Review Committee shall be comprised of three members: one representative selected by Oak Park Homeowners Association. Inc., one (1) representative selected by the Owner and one (1) licensed independent architect. The initial Association and Owner representatives shall agree upon and create a list of no less than four (4) acceptable independent architects and one such architect shall be selected from time to time to serve as the third committee member until his or her successor is selected from the then-current list of architects. The cost of retaining the independent architect shall be paid by the Owner. The Architectural Review Committee shall approve, modify or disapprove in writing all building plans submitted within fourteen (14) days of submittal. Submittals shall include elevation plans for all sides of the proposed dwelling. In the event the Architectural Review Committee fails to approve, modify, or disapprove in writing any duly filed building plans within fourteen (14) days, said plans shall be deemed approved.

44. The number of lots, design and layout of the lots on the Real Estate shall be substantially similar to Exhibit B, the Conceptual Land Plan.

45. Neighborhood access to the Recreation Access Common Area and the common area located in the southeast section of the proposed development as illustrated in Exhibit B (the "Southeast Common Area") shall be allowed upon secondary plat approval for Lots 11 through 22. Upon the sale of twenty-five (25) of the lots in the proposed development from the home builder to the home buyer, the Owner shall transfer the Southeast Common Area, the Recreation Access Common Area and all other common areas located within the Real

Estate to Oak Park Homeowner's Association, Inc. and the obligation for ongoing maintenance and the payment of real estate taxes due and payable after such date shall transfer to the Association as of the date of transfer.

46. A second permanent entrance finished and landscaped to a standard consistent with and not less than the standard of the existing 161st Street entrance to Oak Park as pictured in Exhibit G shall connect the proposed development to Oak Road. The street network within the development shall allow for circulation from the Oak Road entrance to the existing street stub at the end of Oak Park Circle as depicted in Exhibit B. The permanent entrance and roadway shall be curbed and paved from Oak Road to Oak Park Circle within one hundred eighty (180) days following the sale of fourteen (14) of the lots in the proposed development from the home builder to the home buyer, or as soon thereafter as weather permits. Permanent entrance monuments and landscaping shall be completed within ninety (90) days of completion of curbing and paving, or as soon thereafter as weather permits.

47. Prior to any land disturbing activity on the Real Estate, Owner shall establish and maintain a construction entrance off of Oak Road to provide access to the Real Estate. Prior to the construction of the permanent entrance and roadway connecting the proposed development to Oak Road, and prior to the commencement of any home construction on the Real Estate, Owner shall establish and maintain a construction road off of Oak Road to provide access to the Real Estate. All construction traffic for the proposed development shall be required to utilize the Oak Road construction entrance or, when completed, the Oak Road permanent entrance.

48. Within thirty (30) days of secondary plat approval for any portion of the proposed development, Owner shall reimburse the Oak Park Homeowners Association, Inc. for any property taxes previously paid by the Association for properties not owned by the Association and located within the Real Estate or in the original Oak Park development, along with payment of eight percent (8%) interest thereon through the date of payment.

Commitments ~~40 and~~15, 41, 42, 43 and 45 shall not be valid and enforceable until the Real Estate is incorporated into the Oak Park Homeowners Association, Inc.

These COMMITMENTS shall run with the land, be binding on the Owner of the Real Estate, subsequent owners of the Real Estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated by a decision of the ~~City of~~ Westfield-Washington Township Plan Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of ~~petition #1402-REZ-01~~Ordinance 14-15 pursuant to the ~~City of Westfield~~ Zoning Ordinance, and shall continue in effect until modified or terminated by the ~~City of~~ Westfield-Washington Township Plan Commission.

These COMMITMENTS may be enforced by the City Council of the City of Westfield, Hamilton County, Indiana and the Oak Park Homeowners Association, Inc.

The undersigned hereby authorizes the ~~Secretary of the~~ City of Westfield ~~Plan Commission~~Clerk Treasurer's Office to record these Commitments in the Office of the Recorder of Hamilton County, Indiana, upon final approval of ~~petition #1402-REZ-01~~Ordinance 14-15.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____, 2014.

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____ Owner of the real estate described above who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2014.

Signature _____

Printed _____

County of Residence _____

My Commission expires: _____

This Instrument was prepared by: John J. Moore, 50S. Meridian St., Suite 700, Indianapolis, Indiana, 46203

I certify under the penalties for perjury, that I have taken due care to remove all tax identification

numbers from this instrument, except as required by law. John J. Moore

Schneider
The Schneider Corporation
Historic Fort Harrison 8901 Otis Avenue Indianapolis, IN 46216-1037 Phone: 317.826.7100 Fax: 317.826.7200

LAND DESCRIPTION

Paul E. Estridge, Jr., Parcel No. 09-10-07-00-00-011.001
Paul E. Estridge, Jr., Parcel No. 09-10-07-00-00-011.000
Paul E. Estridge, Jr. and Judith A. Estridge, Parcel No. 08-10-07-00-00-014.000

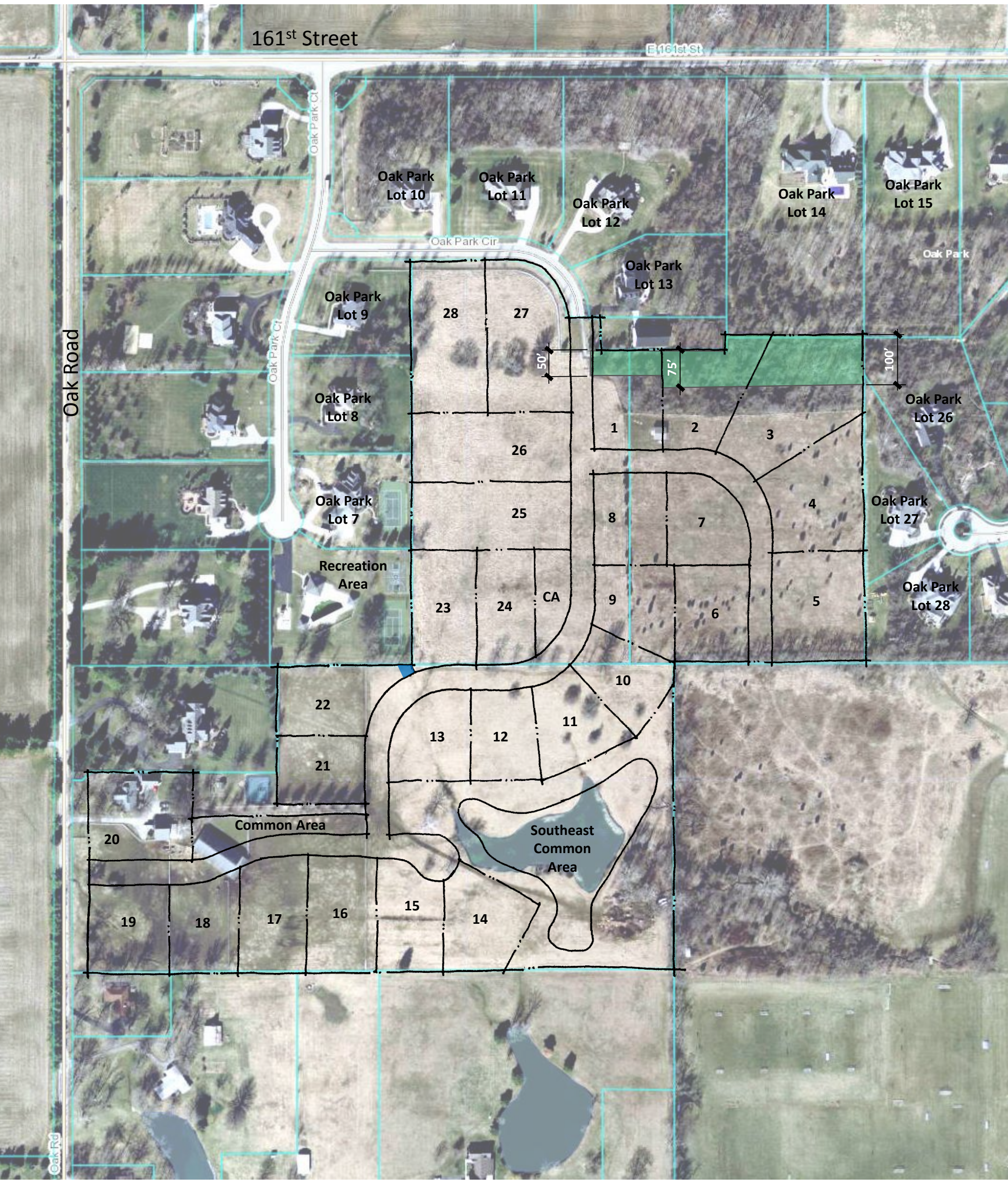
Part of the Southeast Quarter of Section 7, Township 18, Range 4 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

COMMENCING at the northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 7; thence North 89 degrees 51 minutes 17 seconds East (assumed bearing) along the North line of said Quarter Quarter and south line of Oak Park Section 1, the plat of which is recorded in Plat Cabinet 1, Slide 492 as Instrument No. 9447716 in the Office of the Recorder in Hamilton County, Indiana a distance of 470.00 feet to the **POINT OF BEGINNING**, (the following five (5) courses being along the easterly and southerly lines thereof); (1) continuing North 89 degrees 51 minutes 17 seconds East 290.00 feet (2) North 00 degrees 00 minutes 00 seconds West 883.23 feet; (3) North 90 degrees 00 minutes 00 seconds East 212.42 feet to a point on a tangent curve to the right having a radius of 125.00 feet, the radius point of which bears South 00 degrees 00 minutes 00 seconds East; (4) southeasterly along said curve an arc distance of 196.35 feet to a point which bears South 90 degrees 00 minutes 00 seconds East from said radius point; (5) North 90 degrees 00 minutes 00 seconds East 75.00 feet to the northwest corner of a tract of land recorded as Instrument No. 200300020298 in said Recorder's Office, (the following three (3) courses being along the westerly, southerly and easterly lines thereof); (1) South 00 degrees 00 minutes 00 seconds West a 72.00 feet; (2) North 90 degrees 00 minutes 00 seconds East 275.00 feet; (3) North 00 degrees 00 minutes 00 seconds West 28.00 feet to the south line of said Oak Park Section 1; thence North 89 degrees 51 minutes 41 seconds East along said south line a distance of 301.38 feet to the northwest corner of Oak Park Section 1A Final Plat Replat of Lots 19-22 Oak Park Section 1, the plat of which is recorded in Plat Cabinet 2, Slide 242 as Instrument No. 9909917815 in said Recorder's Office; thence South 00 degrees 08 minutes 19 seconds East along the west line of said Replat a distance of 712.45 feet to the north line of the Southeast Quarter of said Southeast Quarter Section and the north line of a tract of land recorded as Instrument No. 2010053567 in said Recorder's Office; thence South 89 degrees 51 minutes 16 seconds West along said north line a distance of 419.06 feet to the northwest corner of said Quarter-Quarter and the northeast corner of a tract of land recorded as Instrument No. 9441330 in said Recorder's Office, (the following two (2) courses being along the east and south lines thereof); (1) South 00 degrees 04 minutes 06 seconds East 668.96 feet; (2) South 89 degrees 51 minutes 41 seconds West 1332.30 feet to the West line of said Southeast Quarter; thence North 00 degrees 00 minutes 13 seconds East along said West line a distance of 416.81 feet to the southwest corner of a tract of land recorded as Instrument No. 9441329 in said Recorder's Office, (the following four (4) courses being along the southerly and easterly lines thereof); (1) North 89 degrees 51 minutes 17 seconds East 20.00 feet; (2) North 44 degrees 51 minutes 17 seconds East 31.47 feet; (3) North 89 degrees 20 minutes 46 seconds East 427.83 feet; (4) North 00 degrees 00 minutes 13 seconds East 253.71 feet to the **POINT OF BEGINNING**, containing 35.26 acres of land, more or less.

Note: The above described real estate was prepared from record deed and plat information without benefit of a field survey. The description is intended for land rezone purposes only and is not intended for transfer of title.

T:\0k\927\999\docs\LD_rezone description RGL 1-2-2014

EXHIBIT B



Concept Summary
28 Estate Lots (min. size 30,000 s.f.)

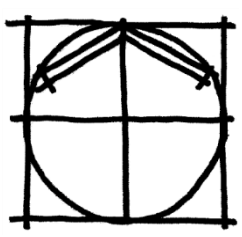
Oak Park

Conceptual Land Plan
Alternative R

Revised June 19, 2014

Notes:
The green shaded area on Lots 1 – 3 indicates the Tree Preservation Area.

The blue shaded area on Lot 22 indicates the location of the Recreation Access Common Area.



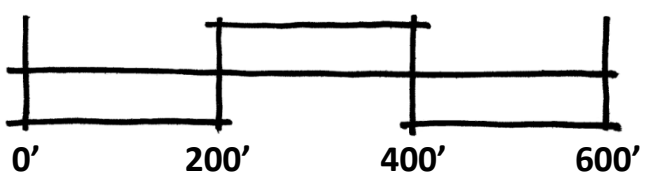
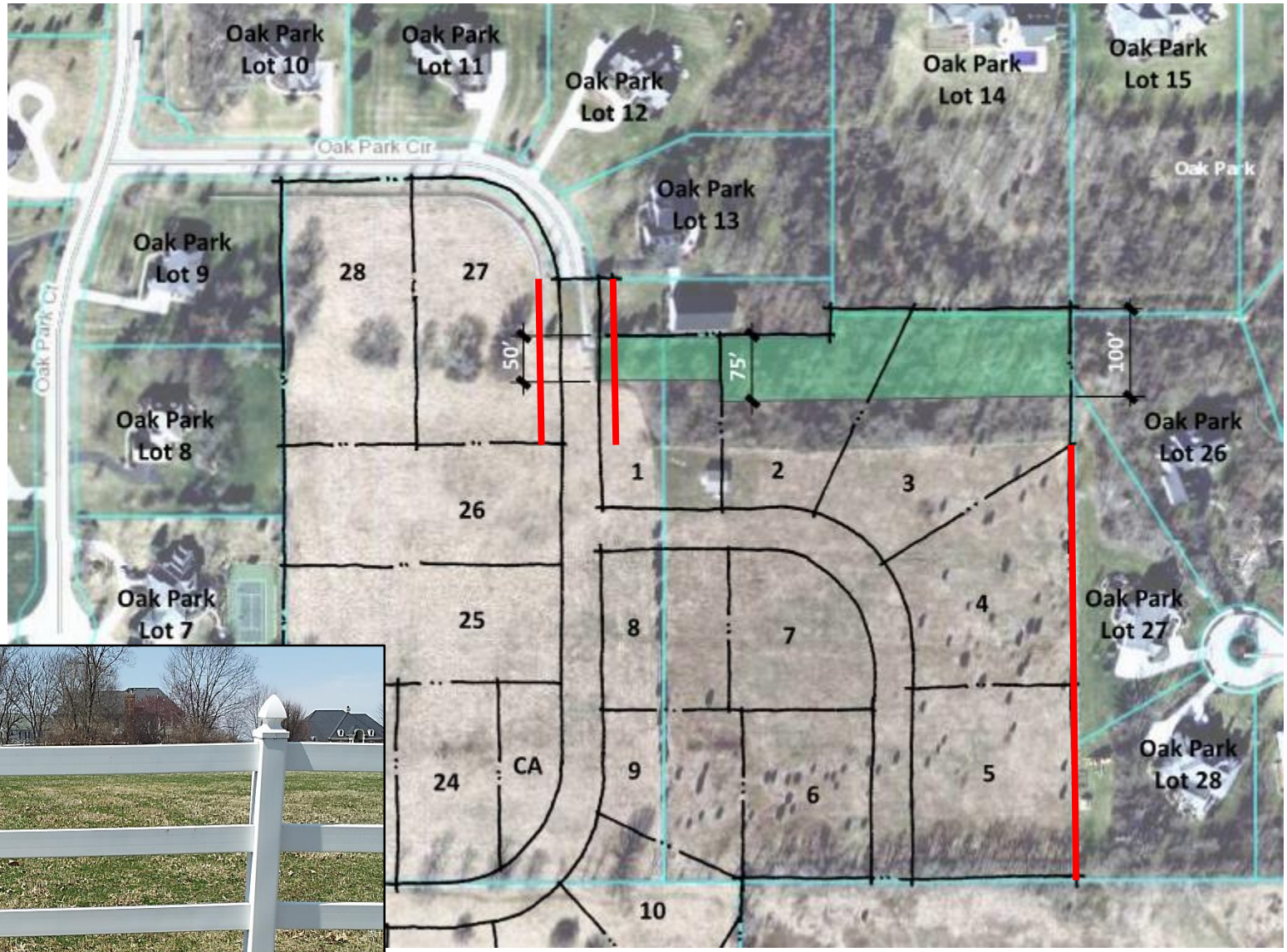


EXHIBIT C
Theme Fencing



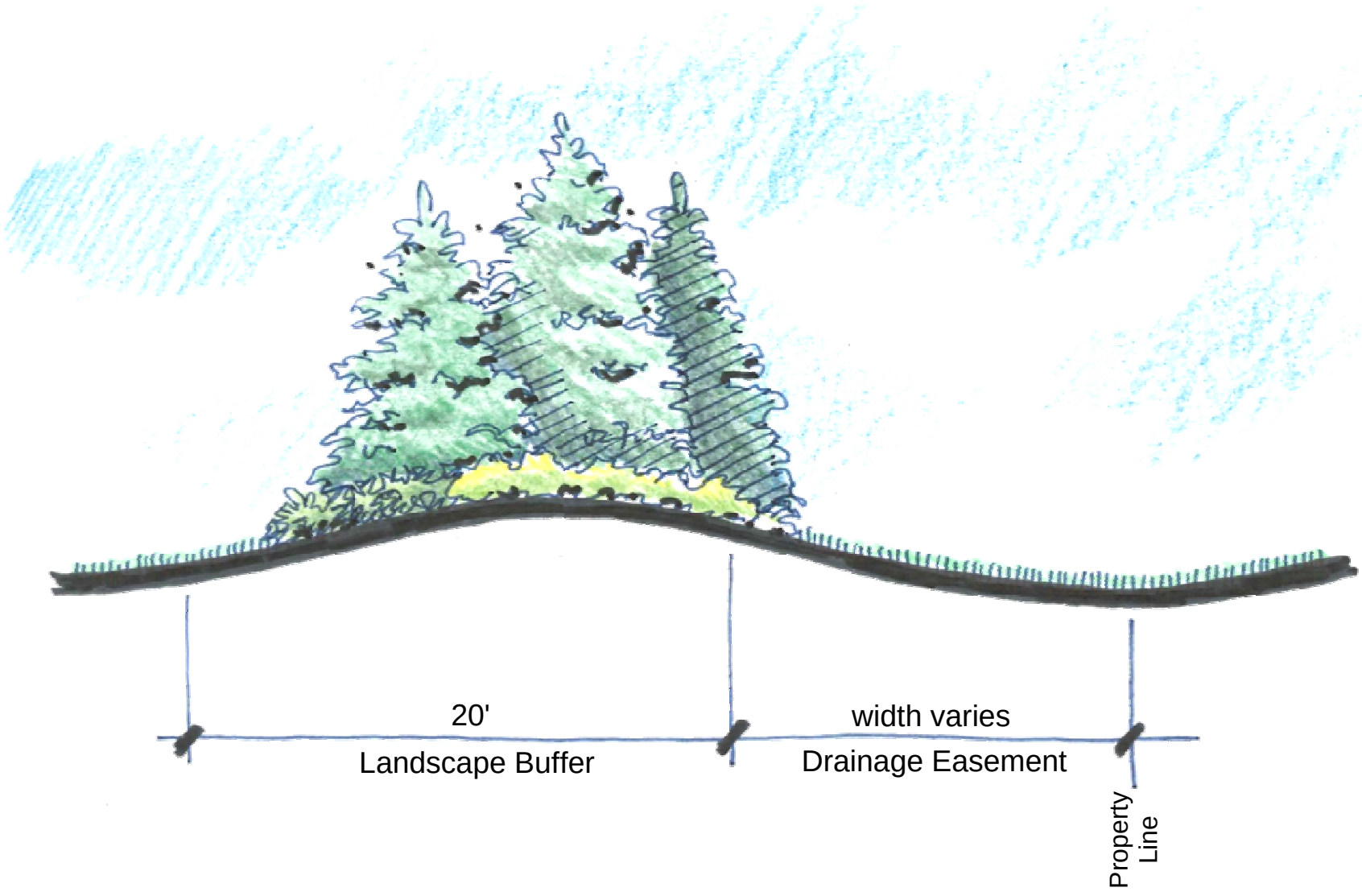
White rail theme fence

Note:
The red lines indicate approximate location of white rail theme fence.
A driveway shall be permitted to penetrate the fence shown on Lot 27.

Revised 06-19-14

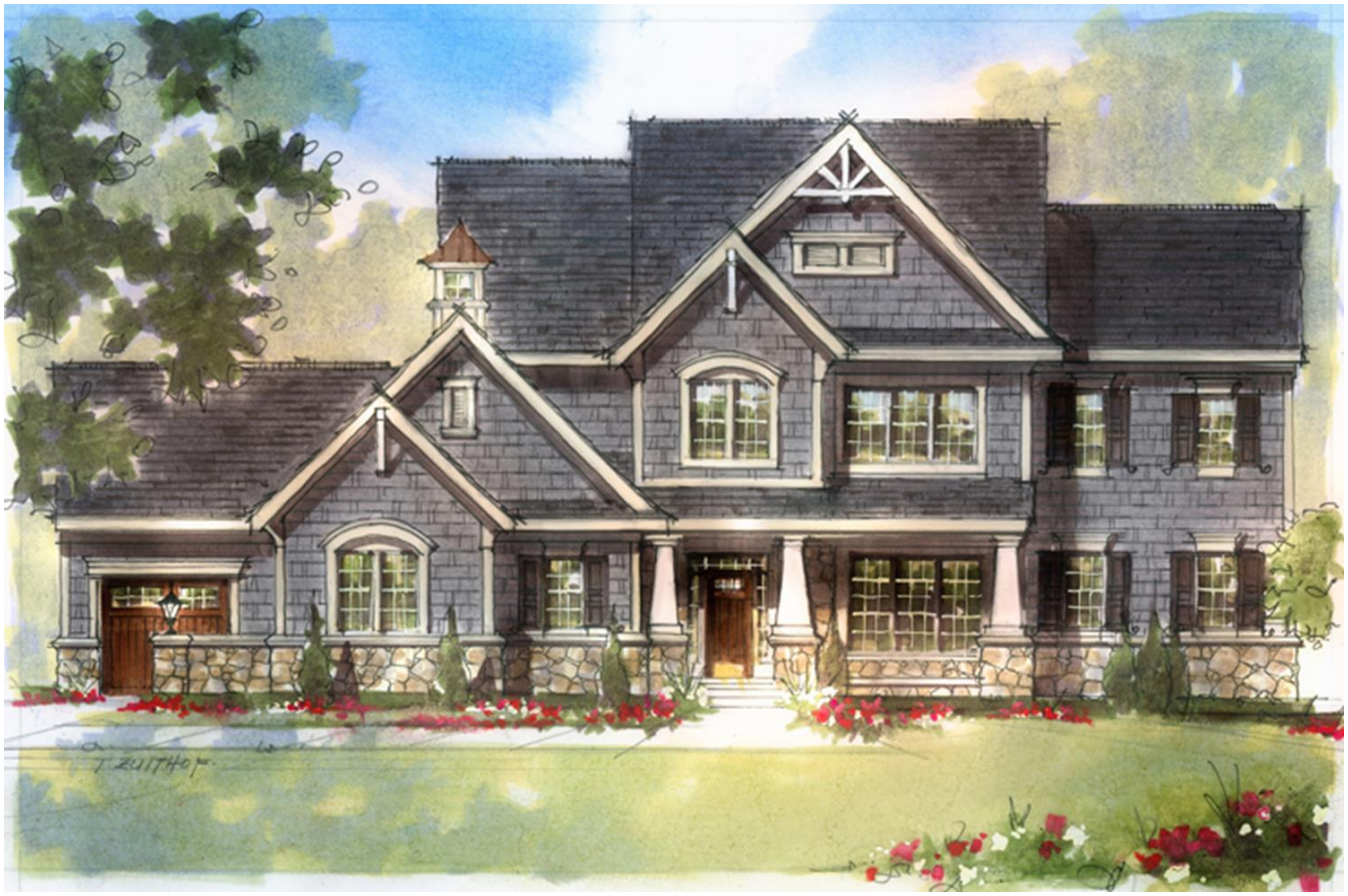
EXHIBIT D

Perimeter Landscape Buffer



06-25-14

EXHIBIT E
Architectural Character Examples



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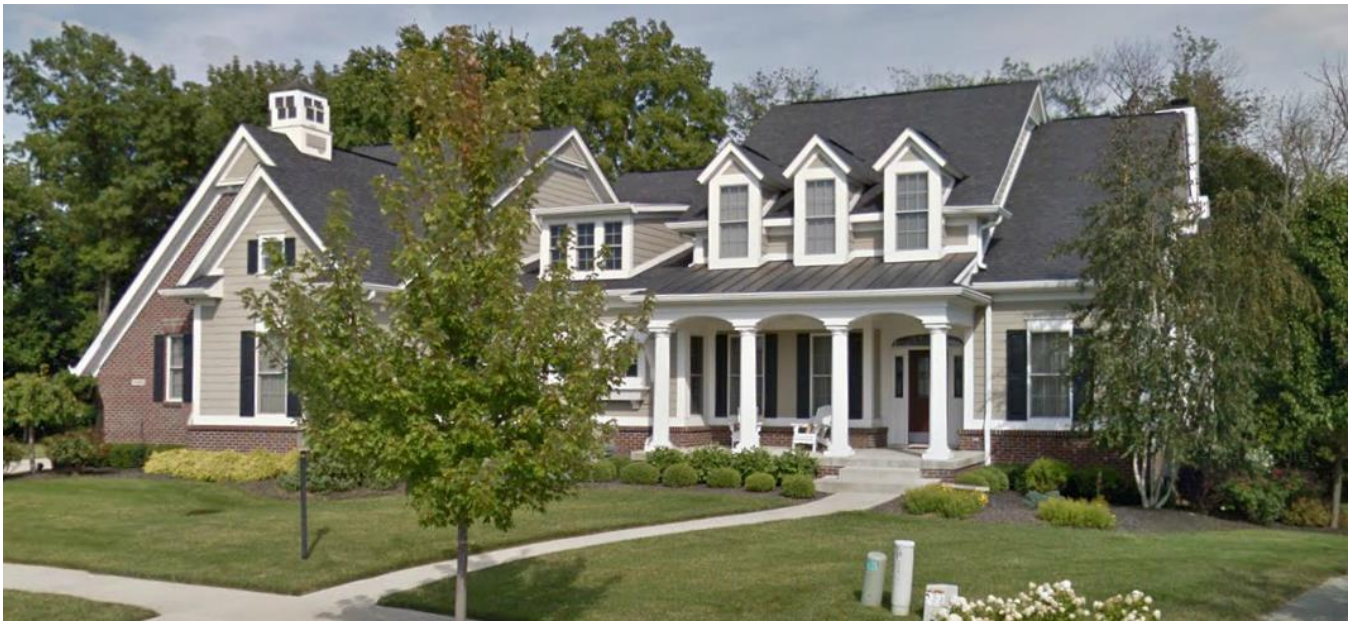
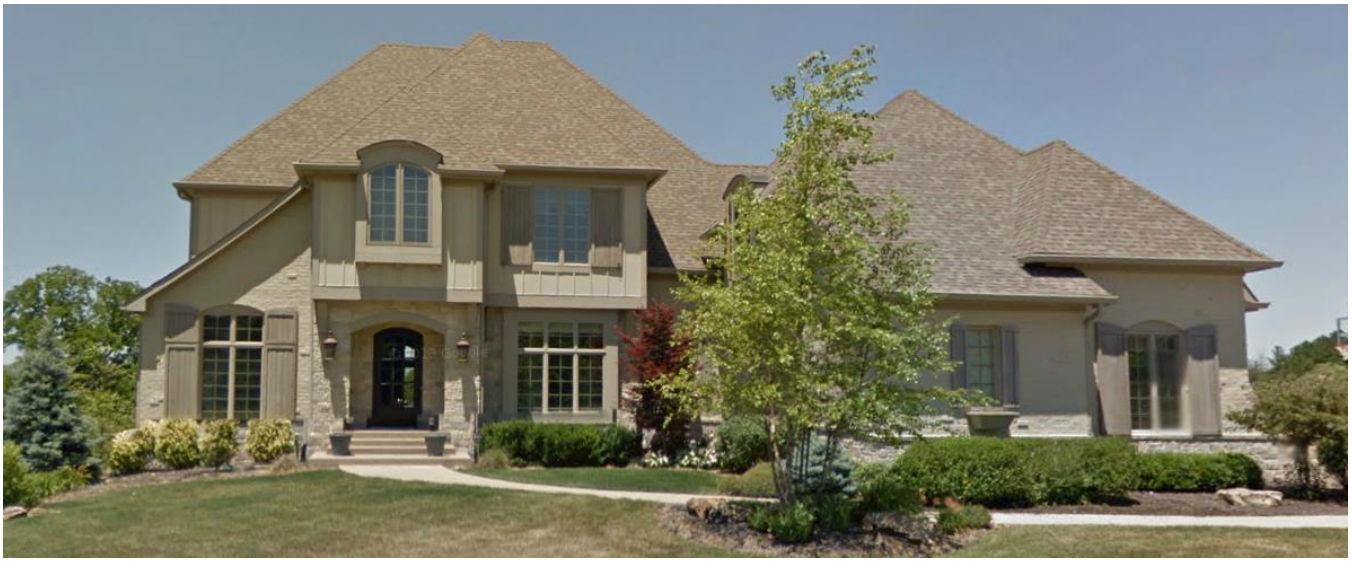




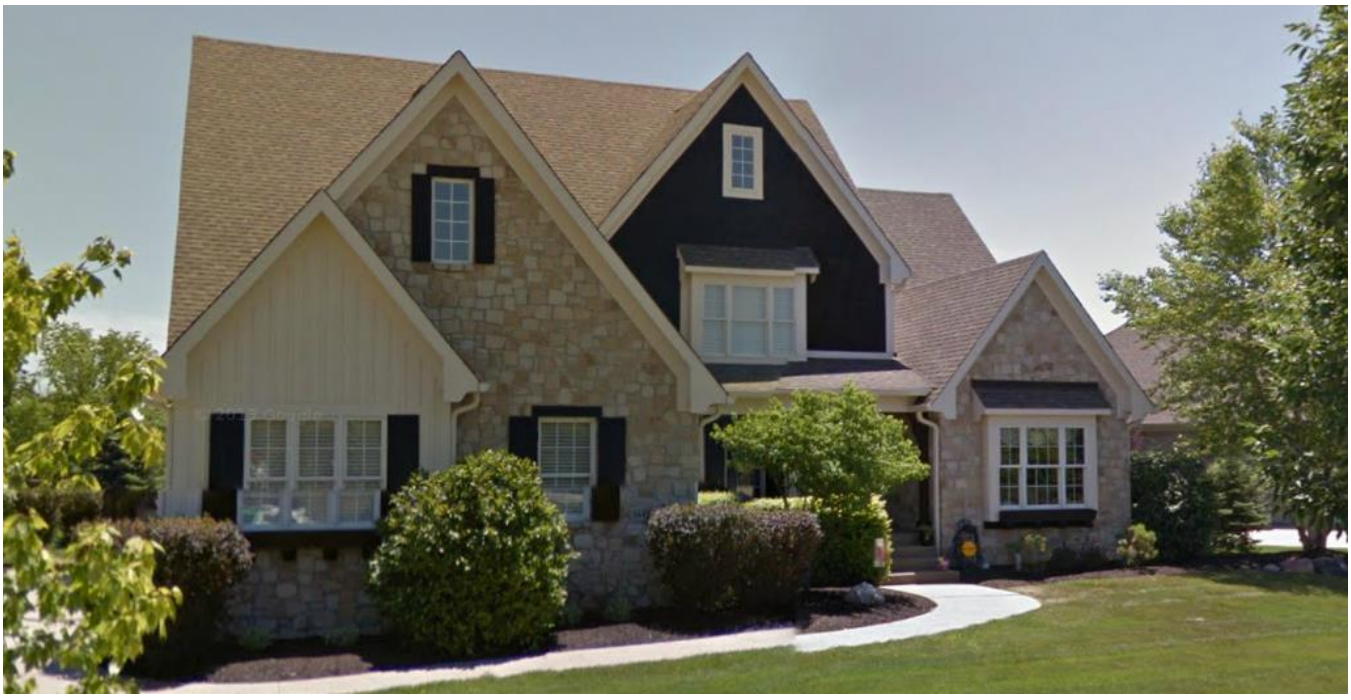
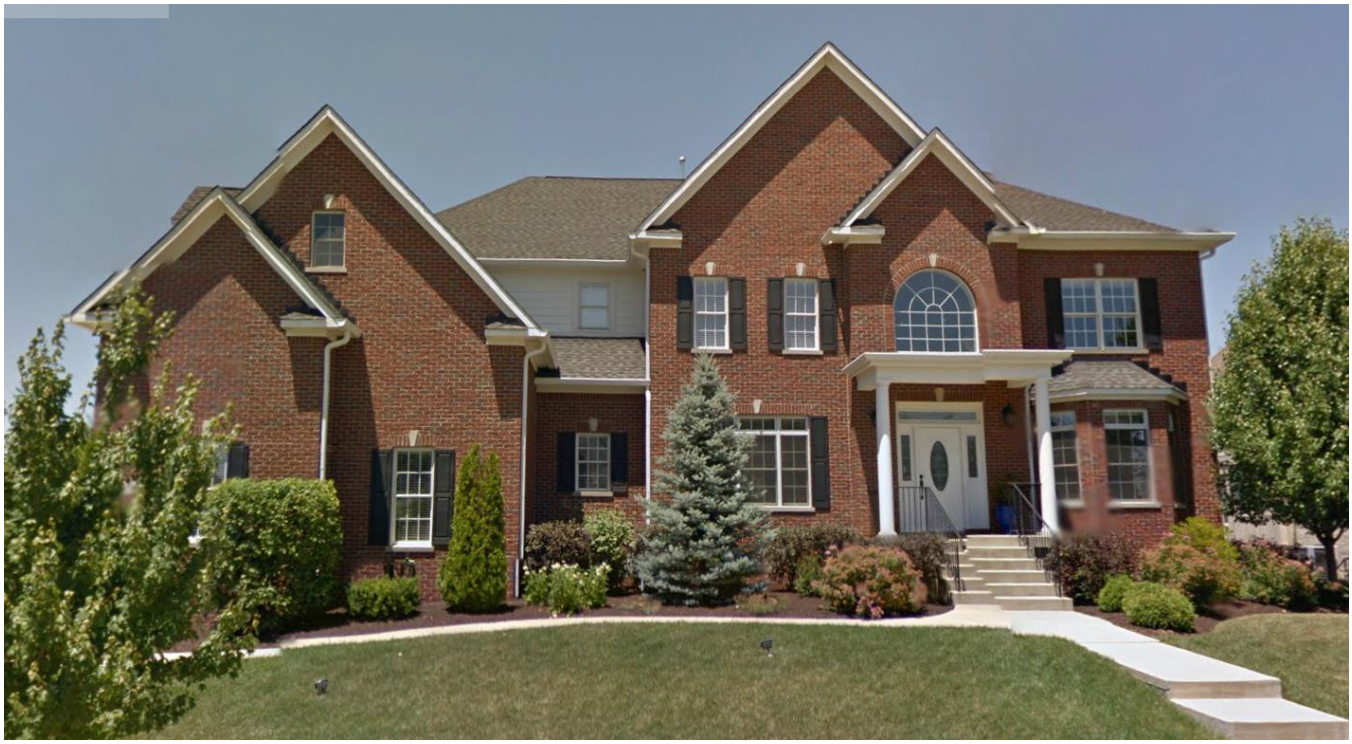


EXHIBIT E
Architectural Character Examples



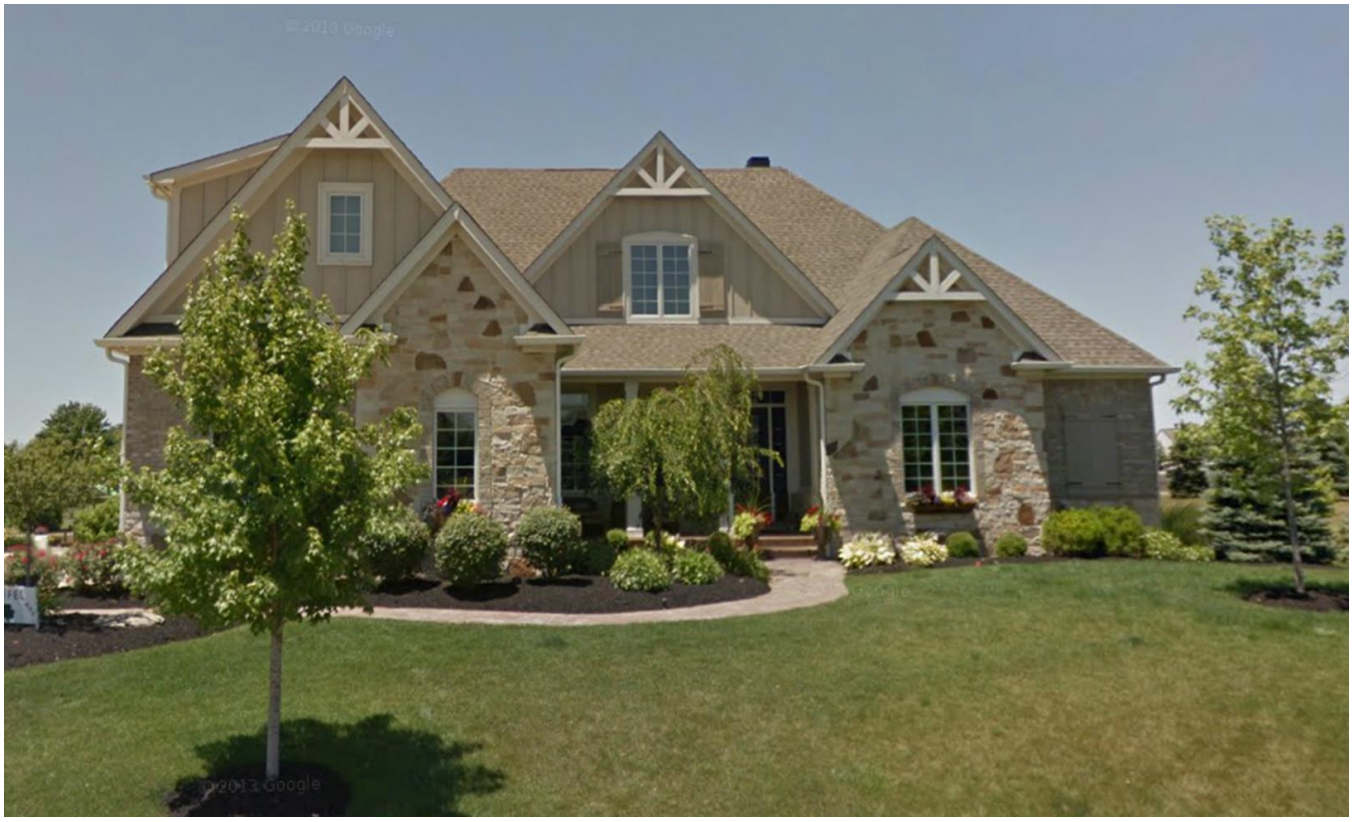
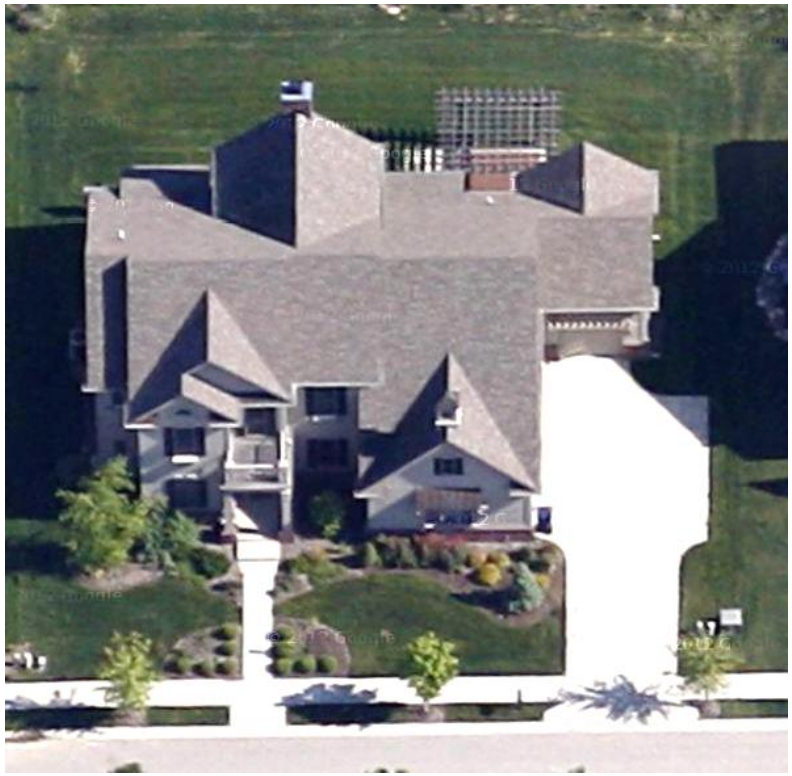


EXHIBIT F
Garage Standards

The following types of garages shall be permitted in Oak Park:



Side-Load Garage
A minimum of three bays with the garage doors oriented perpendicular to the street and the driveway located adjacent to the property line.

Courtyard-Load Garage
A minimum of three bays with the garage doors oriented perpendicular to the street and the driveway located near the center of the lot.

Tandem Garage
A minimum of two bays with the garage doors oriented perpendicular to the street and a maximum of one bay with the garage door facing the street. The garage door facing the street shall be set back behind the side-load garage bays.

Front-load garages shall not be permitted except for the single garage door in the Tandem Garage configuration shown above.

EXHIBIT G

Existing Oak Park Entrance on 161st Street

Aerial View

East Side of Entry

West Side of Entry

Revised 07-01-14