

RESOLUTION 1505-ZC-01

**A RESOLUTION OF THE WESTFIELD-WASHINGTON TOWNSHIP
ADVISORY PLAN COMMISSION MODIFYING WRITTEN COMMITMENTS
CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE**

WHEREAS, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the Westfield-Washington Township Unified Development Ordinance (the "Unified Development Ordinance");

WHEREAS, on April 6, 2006, the Westfield Council (the "Council") enacted Ordinance 06-19, recorded as Instrument No. 200600020816 in the Office of the Recorder of Hamilton County, Indiana, which rezoned the subject real estate more particularly described in **Exhibit A** (the "Real Estate") from the AG-SF1: Agriculture / Single-Family Rural District to the SF2: Single-Family Low Density District;

WHEREAS, commitments concerning the use and development of Real Estate, recorded as an exhibit to Instrument No. 200600020816 in the Office of the Recorder of Hamilton County, Indiana, were made to the Council effective upon the Council's enactment of Ordinance 06-19 (the "Previous Commitments");

WHEREAS, Drees Premier Homes, LLC, has filed a petition (Petition No. 1505-ZC-01), with the Westfield-Washington Township Advisory Plan Commission (the "Plan Commission") requesting a modification of the Previous Commitments with regard to the Real Estate, attached hereto as **Exhibit B** (the "Modification");

WHEREAS, the Real Estate subject to the Modification is a part of the real estate originally subject to Ordinance 06-19 and the Previous Commitments;

WHEREAS, in accordance with the Unified Development Ordinance (Article 10.6), an introductory presentation of the Modification was made to the Council on April 13, 2015;

WHEREAS, the Plan Commission (the "Commission") held a public hearing of the Modification on April 20, 2015 (the "Public Hearing");

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NOW THEREFORE BE IT RESOLVED BY THE WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION, AS FOLLOWS:

SECTION I. The Modification of the Previous Commitments with regard to the Real Estate, attached hereto as **Exhibit B** (the “Modification”) is hereby approved.

SECTION II. The Previous Commitments are hereby replaced and superseded in its entirety by the Modification, with respect to the Real Estate.

SECTION II. In accordance with the Unified Development Ordinance (Article 10.6), this Modification is not effective until executed and notarized by the current property owner of the Real Estate and recorded in the Office of the Recorder of Hamilton County, Indiana.

PASSED THIS ____ DAY OF _____, 2015, BY THE WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION, HAMILTON COUNTY, INDIANA.

Randell Graham, President
Westfield-Washington Township
Advisory Plan Commission

ATTEST:

Matthew S. Skelton, Secretary
Westfield-Washington Township
Advisory Plan Commission

EXHIBIT A

REAL ESTATE

A part of the Southwest Quarter of Section 24, Township 19 North, Range 3 East, Hamilton County, Indiana, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of Section 24, Township 19 North, Range 3 East; thence along the East line of Southwest Quarter North 00 degrees 21 minutes 24 seconds East 609.50 feet to the Point of Beginning for this description; thence North 00 degrees 21 minutes 24 seconds East 497.70 feet; thence South 88 degrees 38 minutes 44 seconds West 2164.00 feet; thence South 00 degrees 13 minutes 15 seconds East 497.57 feet; thence North 88 degrees 38 minutes 44 seconds East 2158.98 feet to the Point of Beginning containing 24.5 acres more or less.

EXHIBIT B

**MODIFICATION OF COMMITMENTS CONCERNING
THE USE AND DEVELOPMENT OF REAL ESTATE**

Document Cross Reference No. 200600020816 & [insert recent property deed]

WHEREAS, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the Westfield-Washington Township Unified Development Ordinance (the "Unified Development Ordinance");

WHEREAS, on April 6, 2006, the Westfield Council (the "Council") enacted Ordinance 06-19, recorded as Instrument No. 200600020816 in the Office of the Recorder of Hamilton County, Indiana, which rezoned the subject real estate more particularly described in **Exhibit A** (the "Real Estate") from the AG-SF1: Agriculture / Single-Family Rural District to the SF2: Single-Family Low Density District;

WHEREAS, commitments concerning the use and development of Real Estate, recorded as an exhibit to Instrument No. 200600020816 in the Office of the Recorder of Hamilton County, Indiana, were made to the Council effective upon the Council's enactment of Ordinance 06-19 (the "Previous Commitments");

WHEREAS, Drees Premier Homes, LLC, has filed a petition (Petition No. 1505-ZC-01), with the Westfield-Washington Township Advisory Plan Commission (the "Plan Commission") requesting a modification of the Previous Commitments with regard to the Real Estate, as incorporated herein (the "Modification");

WHEREAS, the Real Estate subject to the Modification is a part of the real estate originally subject to Ordinance 06-19 and the Previous Commitments;

WHEREAS, in accordance with the Unified Development Ordinance (Article 10.6), an introductory presentation of the Modification was made to the Council on April 13, 2015;

WHEREAS, the Plan Commission (the "Commission") held a public hearing of the Modification on April 20, 2015 (the "Public Hearing") and approved the Modification in accordance with Resolution No. 1505-ZC-01;

NOW THEREFORE, Drees Premier Homes, LLC (the "Developer") makes the following commitments to the Westfield-Washington Township Advisory Plan Commission regarding the use and development of the Real Estate, to be known as "Windsor Estates":

Section 1. **Modification of Previous Commitments:**

This Modification, as set forth herein, replaces and supersedes the Previous Commitments in its entirety, as applicable to the Real Estate.

Section 2. Statement of Commitments:

This Modification shall run with land, be binding on the owner(s) of the Real Estate, subsequent owners of the Real Estate and other persons acquiring an interest therein.

- A. The Developer shall have prepared and recorded covenants and restrictions on the Real Estate (the "Covenants"). The Covenants shall include a requirement that the minimum landscaping per home lot shall include (the sizes listed are the minimum sizes at the time of planting):
- (1) All Home Lots:
 - Ornamental Tree (2" caliper)
 - (4) Spreading Yew (18")
 - (4) Spreading Juniper (18")
 - (1) Dwarf Burning Bush (24")
 - (1) Spreading deciduous plant (3 gallon)
 - (2) Broadleaf evergreen plant (2 gallon)
 - Sod in front yard
 - (2) All Home Lots with a side load garage shall also include the following:
 - Broadleaf evergreen bush 18"
 - (2) Spreading deciduous plant 3 gallon
 - (3) Broadleaf evergreen plant
 - (3) The Developer shall have the right to make substitutions comparable in quality, size and value when necessary.
- B. The existing trees along the Real Estate's northern property lines shall be preserved within a tree conservation easement ("Easement") as depicted in the photographs attached hereto as **Exhibit B**. Within the Easement, no trees with a diameter at breast height ("DBH") in excess of six inches (6") or evergreens eight feet (8') or more in height (the "Protected Trees") shall be removed unless the tree is damaged, diseased or dead, or required to be removed in order to comply with safety or drainage requirements of any utility or governmental agency. If a Protected Tree is damaged or otherwise removed, except as permitted to be removed as listed above, then the developer, builder or homeowner (as the case may be) shall reestablish the Protected Tree with a tree or trees of combined equal or greater DBH subject to the availability of space for their healthy growth in the Easement.
- C. The common area, as depicted on the Concept Plan attached hereto as **Exhibit C**, shall contain a "Wetland Conservancy Area" with a minimum of one (1) acre to be maintained by the Real Estate's homeowners' association. The exact location and maintenance standards for the Wetland Conservancy Area shall be established by the Covenants.
- D. Final construction plans for the Real Estate shall include masonry entry walls substantially similar in character to the photograph attached hereto as **Exhibit D**.

- E. The maximum number of homes on the Real Estate shall be twenty-six (26).
- F. The Minimum Living Area (exclusive of porches, basements, and garages) for homes on the Real Estate shall be as follows:
 - (1) Single Story: 2,400 square feet
 - (2) Two-Story: 2,690 square feet, with a minimum of 1,250 square feet on the first floor
- G. Vinyl and aluminum siding shall be prohibited. The Character Exhibit, attached hereto as **Exhibit E**, is hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed on the Real Estate. Although the exhibits do not necessarily represent the final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are required to be constructed and that contribute to the development's intent and vision. It is not the intent to limit the architectural styles shown in the Character Exhibit, but to encourage diversity in architectural styles of homes on the Real Estate. The City of Westfield Economic and Community Development Department (the "Department") shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Modification and applicable ordinances. The Department's determination may be appealed to the Plan Commission.
- H. All homes shall be a minimum two-car garage. A minimum of thirteen (13) of the homes shall be side, courtyard or rear loaded, as lot configuration and home footprint dictate.
- I. A visual tree inventory will be made with photographs of the trees along the perimeter of the Real Estate to identify the quantity and quality of trees to be preserved. Such inventory shall be provided as part the Real Estate's Overall Development Plan and Primary Plat applications to the Department.

Section 3. Modification of Commitments

These commitment shall continue in effect until modified or terminated. These commitments may be modified or terminated only in accordance with the Unified Development Ordinance, following a decision made at a public hearing after notice has been given in accordance with the Unified Development Ordinance and the Plan Commission's Rules of Procedures.

Section 4. Effective Date

These commitments shall be effective upon the approval of Resolution 1505-ZC-01 by the Plan Commission and after these commitments has been executed and notarized by the current property owner of the Real Estate and recorded in the Office of the Recorder of Hamilton County, Indiana.

Section 5. Recording

The undersigned hereby authorizes the Department to record these commitments in the Office of the Recorder of Hamilton County, Indiana, upon approval of Resolution 1505-ZC-01.

Section 6. Enforcement

These commitments may be enforced by the Department, the Plan Commission, property owners of real estate adjoining the Real Estate, and all property owners of real estate within the Real Estate.

IN WITNESS WHEREOF, the Developer has caused this commitment to be executed as of the _____ day of _____, 2015.

DREES PREMIER HOMES, LLC
An Indiana Limited Liability Corporation

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named _____, as _____ for and on behalf of Drees Premier Homes, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument to be his/her voluntary act and deed.

WITNESS, my hand and notarial seal this ____ day of _____, 2015.

My Commission Expires:

Notary Public

County of Residence:

Printed Name

EXHIBIT A
REAL ESTATE

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EXHIBIT B
[see following page]



PHOTO 4094



PHOTO 4103



PHOTO 4112



PHOTO 4097



PHOTO 4104



PHOTO 4114



PHOTO 4099



PHOTO 4109



PHOTO 4116

REVISIONS		
DATE	DESCRIPTION	BY

HWC
ENGINEERING
INDIANAPOLIS - TERRE HAUTE
LAFAYETTE - SCOTTSBURG
www.hwcengineering.com

WINDSOR ESTATES
CITY OF WESTFIELD, INDIANA
TREE PRESERVATION PHOTOS
(NORTHERN BOUNDARY)

DRAWN BY	TD
CHECKED BY	SD
DATE	MARCH 2015
SCALE	AS SHOWN
SHEET	

JOB NUMBER
2014-236

L1.1
TREE PRESERVATION
PHOTOS

EXHIBIT E

EXHIBIT C CONCEPT PLAN

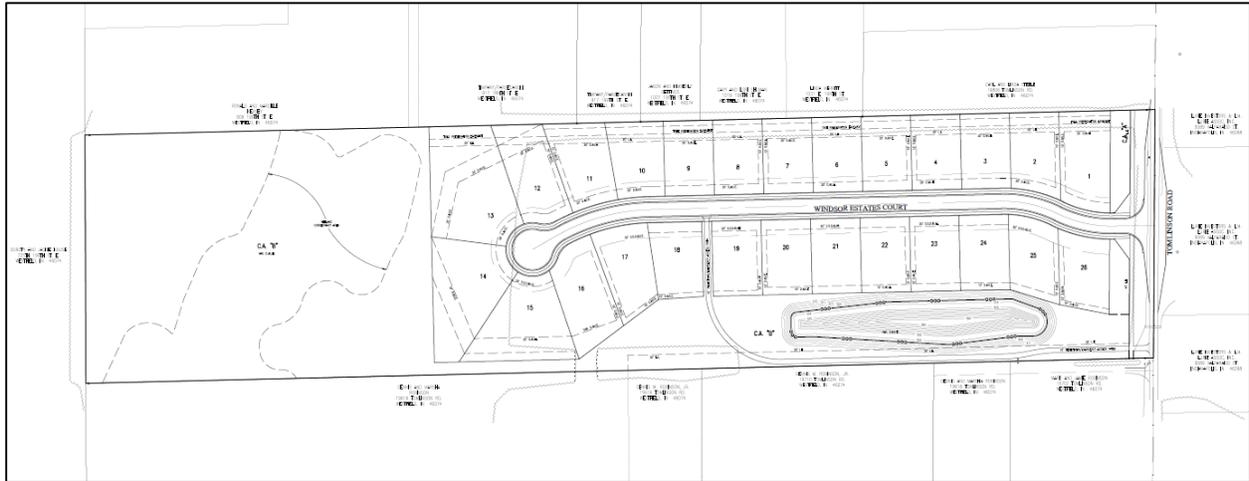


EXHIBIT D
ENTRY DESIGN CONCEPT

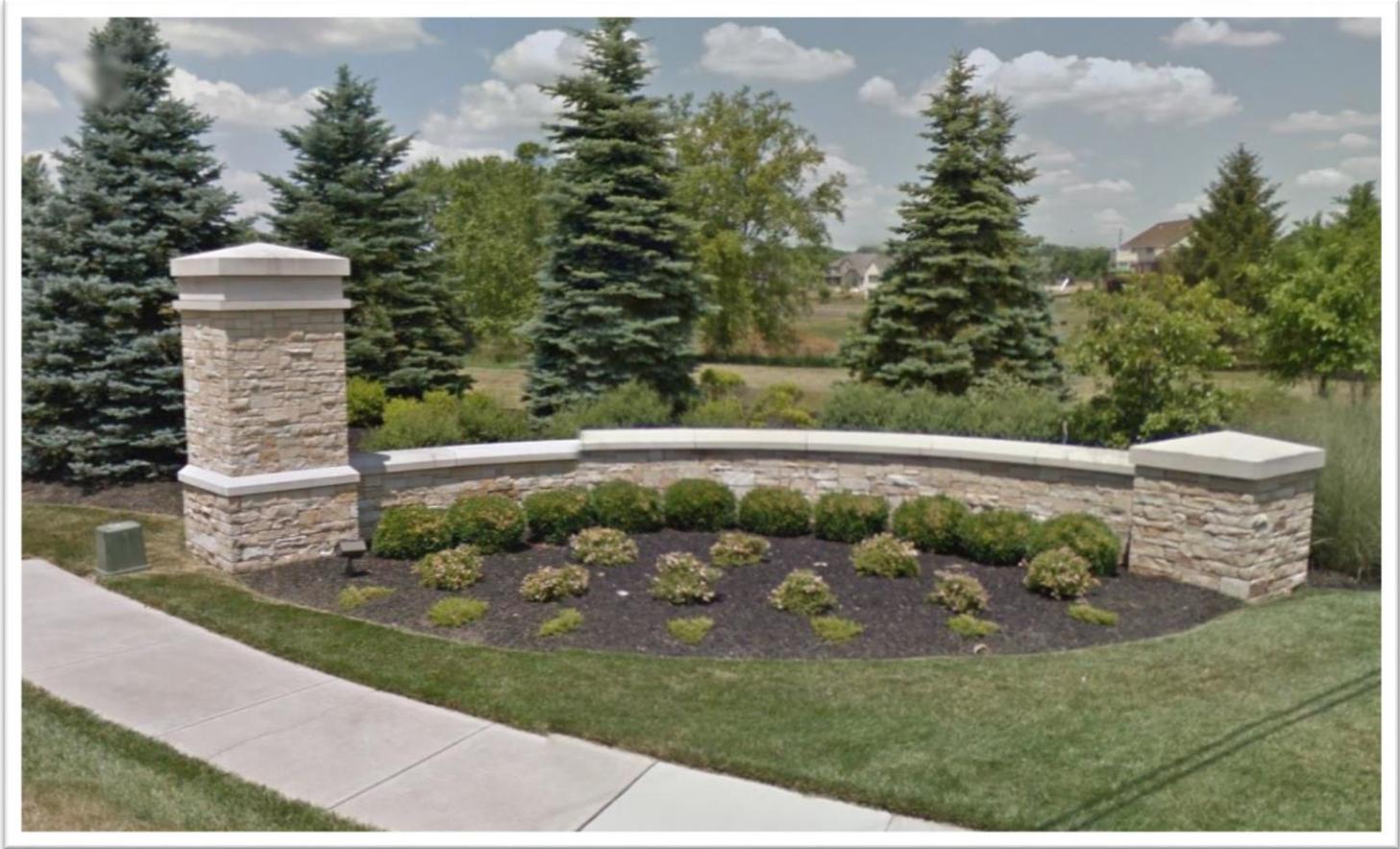


EXHIBIT E
CHARACTER EXHIBIT

