

## **RESOLUTION 11-05**

**Document Cross Reference No. 200600065832**

### **A RESOLUTION OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO THE WRITTEN COMMITMENTS ESTABLISHED FOR WALNUT RIDGE ESTATES**

**WHEREAS**, the City of Westfield is governed by its duly elected Mayor and Common Council, (“Council”) who have the duty and authority to administer the Westfield-Washington Township Zoning Ordinance and all other related zoning matters within Washington Township, Indiana through a Joinder Agreement with the Township;

**WHEREAS**, Walnut Ridge Estates filed a petition with the Westfield-Washington Advisory Plan Commission (the “Commission”) under Docket 0608-REZ-06 to amend the previously submitted commitments accepted and enacted by Ordinance 06-50, of the Westfield Town Council on October 16, 2006;

**WHEREAS**, the Commission has forwarded the revised commitments under Docket 0608-REZ-06 to the Westfield City Council with a unanimous positive recommendation which was certified by the Secretary of the Commission on March 3, 2011; and

**WHEREAS**, the Westfield City Council is subject to the provisions of Ind. Code § 36-7-4-1512 concerning any action on this request;

**NOW THEREFORE BE IT RESOLVED BY THE WESTFIELD CITY COUNCIL THAT THE WRITTEN COMMITMENTS ESTABLISHED FOR WALNUT RIDGE ESTATES BE AMENDED AS FOLLOWS:**

**SECTION 1.** The Westfield City Council accepts the changes to the *Commitments Concerning The Use And Development Of Real Estate*, identified as Exhibit 1, shall run with the land described in Exhibit A, be binding on the owner of the real estate, subsequent owners of the real estate and other persons acquiring an interest therein.

**SECTION 2.** This Resolution shall be in full force and effect immediately upon adoption.

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ALL OF WHICH IS ORDAINED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

**WESTFIELD CITY COUNCIL  
HAMILTON COUNTY, INDIANA**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
John Dippel

\_\_\_\_\_  
John Dippel

\_\_\_\_\_  
John Dippel

\_\_\_\_\_  
Steven Hoover

\_\_\_\_\_  
Steven Hoover

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Steven Hoover

\_\_\_\_\_  
Robert L. Horkay

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Robert L. Horkay

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Robert L. Horkay

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Kenneth Kingshill

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Kenneth Kingshill

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Kenneth Kingshill

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Robert J. Smith

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Robert J. Smith

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Robert J. Smith

\_\_\_\_\_  
Thomas Smith

\_\_\_\_\_  
Thomas Smith

\_\_\_\_\_  
Thomas Smith

\_\_\_\_\_  
Robert W. Stokes

\_\_\_\_\_  
Robert W. Stokes

\_\_\_\_\_  
Robert W. Stokes

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Andrew P. Murray

Prepared by: Andrew P. Murray, Planner I, City of Westfield, 2728 East 171<sup>st</sup> Street, Westfield, IN 46074, (317) 804-3170.

I hereby certify RESOLUTION 11-05 was delivered to the Mayor of Westfield on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 11-05  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

I hereby VETO RESOLUTION 11-05  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

## Exhibit 1

### COMMITMENTS CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

Cross Referenced to Instrument No. 200600065832

Walnut Ridge Estates, LLC (the "Owner") makes the following commitments (the "Commitments") to the Westfield City Council (the "Council") regarding the use and development of the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

**Section 1.**      **Description of Real Estate:** See attached Exhibit "A"

**Section 2.**      **Petition:** 0608-REZ-06 (Res. 11-05)

**Section 3.**      **Statement of Commitments:**

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.

- A. There shall be no more than forty (40) residential lots.
- B. Square footage requirement (exclusive of basements, porches, garages, or patios):
  - a. One-story homes —~~2,600~~2,350 square feet of finished space
  - b. Two-story homes —~~3,200~~2,800 square feet of finished space
    - i. Ground-floor minimum —~~1,500~~1,400 square feet
- C. Driveways:
  - a. Shall be concrete, asphalt, or other solid surface
  - b. Gravel shall be prohibited
- D. Exterior Materials:
  - a. All homes shall have 100% first floor wrap consisting of brick, stone, cultured stone or other masonry materials (collectively "Masonry"), not including doors, windows and other openings.
  - b. In addition to Masonry, other permissible siding materials include cement fiber board and wood. No vinyl or aluminum siding shall be allowed.
  - c. The foregoing requirements may be modified by the neighborhood's architectural committee on a case-by-case basis (e.g., Victorian, Country French, Colonial, Cape Cod or other styles that lend themselves to the use of less brick, stone or stucco material). In all cases without exception there will be a requirement of all sides of the primary structure to have a Masonry water table.
  - d. All external chimney chases shall be brick, stone or EIFS.
- E. Windows:
  - a. All window casings shall be wood, vinyl or a vinyl clad or aluminum clad type material.

F. Garages:

- a. Minimum – three car garage
- b. All garages shall be angled or side-load.

G. Roof Pitch Requirements:

- a. Front to back and front gables or hips 8/12 minimum
- b. All homes shall have a minimum 12" overhangs.
- c. The foregoing requirements may be modified by the neighborhood's architectural committee on a case-by-case basis (e.g., Victorian, Country French, Colonial, Cape Cod or other styles that lend themselves to differ from the standard).

H. Tree Conservation Easement – A ten foot (10') tree conservation easement ("Easement") along the east property line of the Real Estate, at the location identified in Exhibit "B", shall be provided. Within the Easement, no trees with a diameter at breast height ("DBH") in excess of six inches (6") or more in height (the "Protected Trees") shall be removed unless the tree is damaged, diseased, dead, or is required to be removed in order to comply with safety requirements of any governmental agency. If a Protected 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 (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. It is acknowledged that certain areas of the woodlands will not be appropriate for the Easement due to the location of drainage and utility infrastructure as will be identified at the time of platting.

I. Lot Landscaping – for each individual lot, the required plant materials to be installed shall be as follows:

- |                            |                                 |
|----------------------------|---------------------------------|
| a. 2 Deciduous shade trees | 2-1/2" caliper at breast height |
| b. 1 Flowering tree        | 1-1/2" caliper at breast height |
| c. 1 Conifer tree          | 8'-10' in height                |
| d. 8 Shrubs                | 3'-4' in height                 |
| e. 12 Shrubs               | 18"-24" in height               |

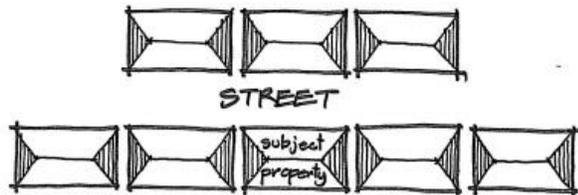
J. Rear of homes abutting the Tree Conservation Easement shall be two-story homes and shall contain at least three (3) of the following enhancements:

1. Finished space "pop out"
2. Bay window
3. Decorative trim modeling at gutter height
4. Decorative shaped window
5. Dormer
6. Varied building planes
7. Accent siding
8. Extended rakes
9. Chimney chase
10. Shutters or window trim on all operating windows
11. Shadow line roof shingles
12. Wood deck
13. Screened-in porch or covered porch
14. Brick wrap ~~or brick water table~~

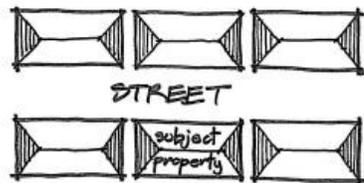
- K. Above-ground pools shall be prohibited.
- L. Mini-barns and storage sheds shall be prohibited.
- M. All residential lots and buffer yards shall not be within, or contain any portion of the Carey Road and 169<sup>th</sup> Street right-of-way.
- N. All residential lots shall not be within, or contain any portion of a required buffer yard.

O. All homes constructed on the Real Estate shall be substantially similar to those depicted in Exhibit C.

P. The front elevation and the color scheme as a combination, selected for the subject home, shall not be the same combination on any other home within a three (3) home "snapshot" on the same side of the street or immediately across the street from the subject home (the center home of the three (3) home "snapshot"). Further, in addition to the foregoing, each home on each side of the subject home or directly across the street from the subject home shall not contain the same front elevation as the subject home. The foregoing restrictions are depicted on the rendering below.



*No home within the distance shown in this diagram should have the same elevation and color scheme as a combination.*



*No home within the distance shown in this diagram should have the same elevation.*



Q. The Developer shall improve the Real Estate with landscaping similar to the concept shown on Exhibit D.

R. The total number of single-story homes in the neighborhood shall not exceed 20% of the total number of homes in the neighborhood.

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**Section 4. Binding on Successors and Assigns:**

After the Effective Date, these Commitments are binding upon the Owner, each subsequent owner of the Real Estate, each other person acquiring and interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the Westfield City Council.

**Section 5. Modifications of Commitments:**

These Commitments may be modified or terminated only by a decision made by the Westfield City Council.

**Section 6. Effective Date:**

The Commitments contained herein shall be effective upon the approval of Res. 11-05 and shall continue in effect unless modification or terminated by the Westfield City Council.

**Section 7. Recording:**

The undersigned hereby authorizes the Westfield Community Development Department Director to record these Commitments in the Office of the Recorder of Hamilton County, Indiana, upon approval of Res. 11-05.

**Section 8. Enforcement:**

These Commitments may be enforced by the City Council of the City of Westfield, Hamilton County, Indiana.

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IN WITNESS WHEREOF, the "Owner," has caused these Commitments to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared, who having been duly sworn acknowledged the execution of the forgoing Commitments.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_

My Commission Expires:

Notary Public

Printed \_\_\_\_\_

Residing in \_\_\_\_\_ County

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: Andrew Murray

Prepared by : Andrew Murray, Planner I, City of Westfield, Indiana  
2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074; (317) 804-3170.

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

Part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of said quarter section; thence North 0 degrees 04 minutes 09 seconds East (assumed basis of bearings) 1329.41 feet to the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East on and along the North line of said half-quarter section 1331.77 feet; thence South 0 degrees 02 minutes 05 seconds West 1321.80 feet to the South line of said half-quarter section; thence North 89 degrees 17 minutes 58 seconds West on and along said south line, 1332.46 feet to the point of beginning.

Except that portion of the above Real Estate deceded to the Town of Westfield and further described as follows:

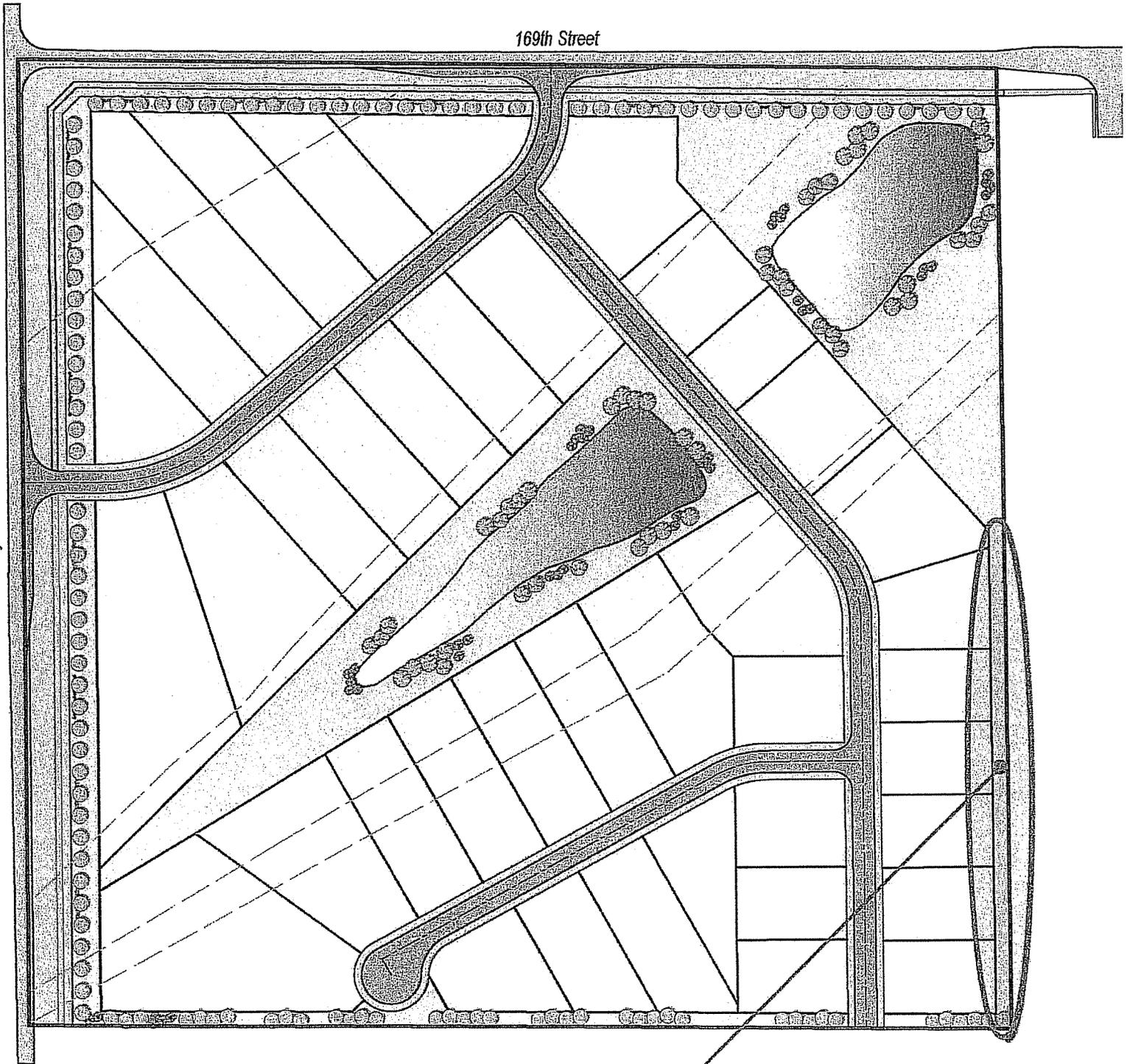
A part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East Hamilton County, Indiana described as follows:

Beginning at the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East 41.78 feet along the north line of said half-quarter section; thence South 1 degree 01 minute 43 seconds West 16.50 feet to the south boundary of 169<sup>th</sup> Street; thence South 45 degrees 32 minutes 56 seconds West 35.06 feet to the east boundary of Carey Road; thence North 89 degrees 55 minutes 51 seconds West 16.50 feet to the west line of the said half-quarter section; thence North 0 degrees 04 minutes 09 seconds East 41.78 feet along said west line to the point of beginning and containing 0.032 acres, more or less, inclusive of the presently existing right-of-way which contains 0.025 acres, more or less, for a net additional taking of .007 acres, more or less.

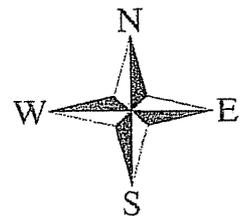
**EXHIBIT B**  
**TREE CONSERVATION EXHIBIT**

# Walnut Ridge Estates

## TREE CONSERVATION EXHIBIT

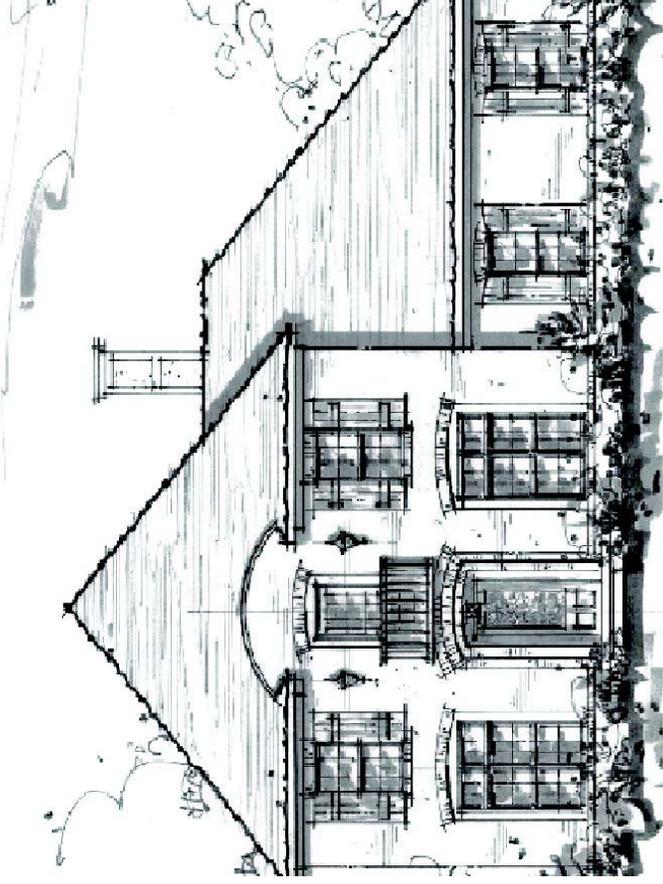
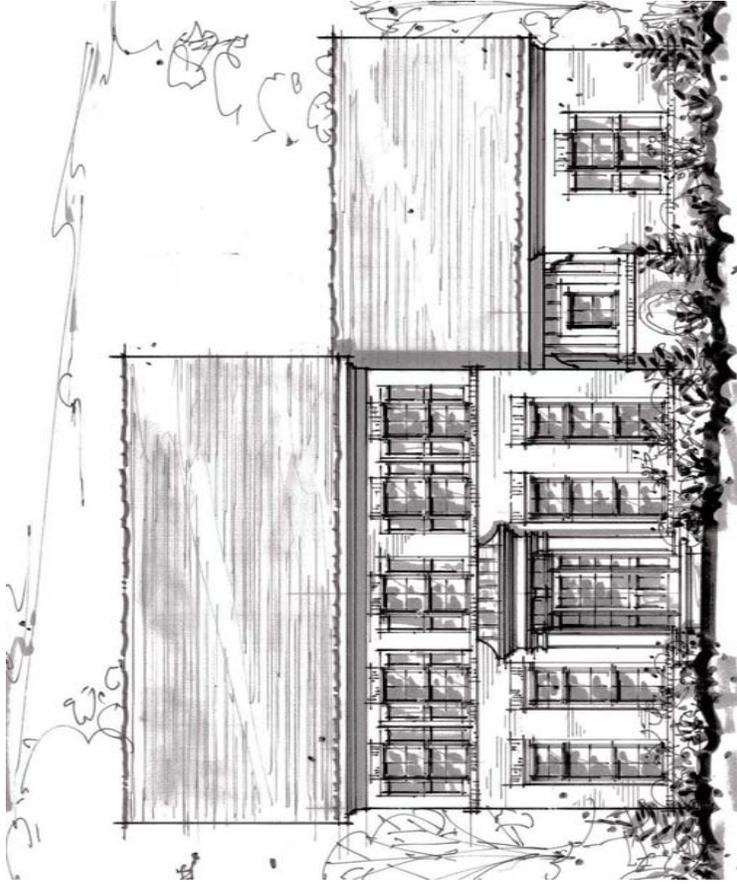


Tree Conservation  
Easement Location



**EXHIBIT C**  
**HOME ELEVATIONS**

# Meridian Collection



**4720 Home Plan Design**



# Meridian Collection



**C657 Home Plan Design**



# Meridian Collection



**3900 Home Plan Design**



# Meridian Collection



**4000 Home Plan Design**



# Meridian Collection



**4400 Home Plan Design**



# Meridian Collection



**4500 Home Plan Design**



# Meridian Collection



**4600 Home Plan Design**



# Meridian Collection



**760 Home Plan Design**



# Meridian Collection



**4700 Home Plan Design**



**EXHIBIT D**  
**CONCEPTUAL LANDSCAPE PLAN**

# New Commitments - Landscape Improvements

