

## Sarah L. Reed, AICP

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**From:** Wilson, Peter <Peter\_Wilson@irco.com>  
**Sent:** Monday, June 10, 2013 11:23 AM  
**To:** Sarah Reed  
**Subject:** RE: Zoning at the Enclave and Springs of Viking Meadows

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Sarah,  
Thank you for your response - I'm proud to think I may have helped!

If it helps, I'm fine with this e-mail being included in the public record.

Thanks again,  
Peter Wilson

-----Original Message-----

From: Sarah Reed [mailto:sreed@westfield.in.gov]  
Sent: Monday, June 10, 2013 9:35 AM  
To: Wilson, Peter  
Subject: RE: Zoning at the Enclave and Springs of Viking Meadows

Peter,  
Thank you for your input! I will forward this on to our City Engineer for his consideration and response, as well as the petitioner. Would you like this email included in the public record for this project?

Sarah L. Reed, AICP ASSOCIATE PLANNER  
City of Westfield Economic and Community Development Department  
2728 E. 171st Street Westfield, IN 46074  
DIRECT LINE: (317) 503-1220 MAIN OFFICE: (317) 804-3170

Need to send me a file over 10 MB?

-----Original Message-----

From: Wilson, Peter [mailto:Peter\_Wilson@irco.com]  
Sent: Monday, June 03, 2013 7:00 PM  
To: Sarah Reed  
Subject: Zoning at the Enclave and Springs of Viking Meadows

Hello,  
I recently received the notice of the plan to rezone property at 156th and Oak Ridge Road (Case 1305-PUD-04).

I wanted to bring one point to your attention, and if this is of someone else's concern perhaps you could forward this on to them.

I think the future of 156th street and Oak Ridge road may involve a roundabout at that intersection. Currently, due to the current housing developments on the south edges of the intersection, a roundabout symmetrical to the intersecting roads may not be possible, and therefore the roundabout would need to be located a bit off-center, to the north side of the intersection. If the PUD for the Springs at Viking Meadows goes forward, lot number 48 may encroach into a space where a roundabout becomes even more challenging.

I think with these great planned developments, more traffic will arrive at this intersection, and a roundabout will be a good idea. This may be worth taking the time to consider now before the designs of the Springs at Viking Meadows is finalized. You may want to use the spot at lot 48 for a roundabout.

Thank you for your time.

Best Regards,  
Peter Wilson  
467 E Cyclamen Chase  
Westfield, IN  
317-816-6278

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**Sarah L. Reed, AICP**

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**From:** dgraham1969@me.com  
**Sent:** Tuesday, June 11, 2013 4:21 PM  
**To:** Steve Hoover; APC  
**Cc:** Council Members; David Helm; Jeff McDonald; Andy Cook  
**Subject:** Viking Meadows Proposed Expansion  
**Attachments:** PulteGroup Petition; ATT00001.htm

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To: Councilman Steve Hoover

Cc: Westfield APC, Viking Meadows Advisory Board, Mayor Cook, Westfield City Council

Steve,

As a follow-up to last weeks APC Public Hearing, I wanted to reach out to you with a few thoughts:

- First, I want to assure you, as our attached petition indicates, we are NOT "anti-development" nor are we "anti-Pulte". We understand Westfield needs to broaden its tax base in order to achieve our full potential and to fund the vision for Grand Park and Grand Junction. In that regard, we do not object to Pulte developing the parcels in question **as long as the new development is separate and wholly apart from Viking Meadows.** We firmly believe that Pulte will develop these parcels regardless if they are allowed to be a part of Viking Meadows or not, and the City will achieve the same economic benefit (impact fees, etc.) while simultaneously avoiding the further dilution of investments homeowners have made in our community. From our vantage point we see no logical reason for our elected leaders to support a proposal that will further negatively impact the quality of our neighborhood and without question overburden our amenities.
- If Pulte elects not to move forward (a scenario we believe to be highly improbable) we are confident another developer will. Based on the ongoing infrastructure improvements and the extremely brisk home sales in Viking Meadows, this a

highly desirable location and the economics will only continue to improve and are simply too good to ignore.

- We plan to continue canvassing Viking Meadows until we have counted every homeowner - I think we have less than 20 homes to go. At this point, only 5 residents that have abstained from signing the petition, 2 did so because they feel it doesn't go far enough - in other words, they are opposed to Pulte doing anything on the parcels in question, and 3 declined to sign because they are builders/developers with pending projects within Westfield – some within Viking Meadows. They are also our neighbors and we do not want to put them in an awkward position. Either way, we plan to get every homeowner on the record to be counted.
- As I stated in my comments to the APC, we believe the precedent has already been established by local government that the governing documents for Viking Meadows (PUD, Architectural Standards and the Covenants and Restrictions) are not viable in the context of the new economic realities. Given that both the PUD and the Architectural Standards have already been abandoned, we would find it highly inconsistent and objectionable to enforce this clause in the covenants and restrictions - a clause that is overly broad and ambiguous, and was written under a completely different vision for what Viking Meadows was to ultimately become under Precedent. It is clear that the vision Pulte Group has for Viking Meadows is in no way consistent with the original vision established by Precedent Development, the City, the home buyers and the surrounding land owners. Both you and Pulte have counseled us in the past that the original vision is outmoded and required change, if this is true, then now is the time to put this matter to rest for good.
- Finally, we'd like to get an idea on where you stand with regard to Pulte's proposal as soon as possible. The new Viking Meadows Advisory Board members (Dave Helm, Jeff McDonald and Aaron Bell), as well as a large number of our homeowners are recent additions to Westfield (many since the last election) and I get the sense they do not know you, Councilman Horkay or the Mayor. We have a young and vibrant neighborhood with most of our residents having young families. This makes it difficult for them to attend public meetings and hearings and that is why we felt a petition to get everyone counted would be helpful for you. Having said that, all you'd need to do to get a pulse on the community for yourself is to drop by the playground or pool on a sunny evening and ask around. I think you will find our neighbors are very engaged in the future of Viking Meadows and Westfield - many moved here specifically for the amenities and for the future vision for what Westfield and Viking Meadows could become.

I am hopeful that you and the rest of our City government will choose to support the clear and overwhelming voice of the homeowners in Viking Meadows and stand beside us through this process.

Best regards,

David Graham

15743 Viking Lair Road

Westfield, IN 46074

## Sarah L. Reed, AICP

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**From:** Jim Grose <sprink44@ameritech.net>  
**Sent:** Friday, June 21, 2013 8:07 AM  
**To:** APC  
**Cc:** Jim Ake; Cindy Spoljaric; Rob Stokes; John Dippel; Bob Smith  
**Subject:** 1305-PUD-04 The Enclave and Springs at Viking Meadows PUD  
**Attachments:** Viking Meadows HOA Covenants Article IX.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Members of the Advisory Plan Commission:

My name is Jim Grose and I am a resident of the Viking Meadows subdivision. I spoke regarding docket 1305-PUD-04 The Enclave and Springs at Viking Meadows PUD at the public hearing on June 3, 2013. I reviewed the minutes from the meeting and noticed they are not accurate as to the information I presented. The minutes incorrectly state that I said parcels E and F of the original Viking Meadows have not been developed and could add over 200 units in addition to the proposed Enclave and Springs at Viking Meadows PUD. I would like to take this opportunity to correct that information as well as provide some additional thoughts.

During the public hearing I said information provided by David Compton of Pulte Homes at a Viking Meadows Homeowners Association meeting in December indicated there will be a total of 389 single family housing units in the existing Viking Meadows. In addition, the currently undeveloped Parcels E and F are zoned for the construction of up to 133 multi-family housing units, which would be equivalent to a 34.1% increase in housing units. If The Enclave and Springs at Viking Meadows PUD is approved as proposed on June 3rd an additional 128 single family housing units would be added to the neighborhood. The additional housing units would be equivalent to a 32.9% increase (389 to 517) if Parcels E and F are not developed as multi-family housing units as currently zoned or a 24.5% overall increase (522 to 650) if Parcels E and F are developed as currently zoned. As of the public hearing on June 3rd, only 146 of the 389 single family lots, or 37.5%, have been developed. After observing the usage of our current amenities with only 37.5% of the single family lots developed I do not believe they would support the addition of the 133 multi-family housing units, let alone another 128 single family housing units.

For example, there is a sign displayed on the fence at the pool that states the capacity is 256 people; however another sign displayed by the pool equipment room states the swimming capacity is 120. At a meeting held with residents of Viking Meadows on May 21, 2013, Mr. Compton was asked how the capacity of the pool was determined. He said there is a formula but a larger pool deck was built to increase the capacity. I cannot speak for others, but when I go to a pool I like to swim in it, not sit near it.

Also during the meeting there was discussion regarding how many additional residents The Enclave and Springs would bring. Mr. Compton said sales statistics indicate there would be an average of 3.2 or 3.4 people per household in The Springs, and The Enclave would be marketed toward empty nesters. The majority of residents in attendance disagreed with Mr. Compton's estimate and believed it was low. I cannot predict what the future may hold, but I know how many people live in my house and my neighbors' houses. My wife and I currently have one child with a second arriving in the fall. My surrounding neighbors are families of five, four, three, six, two, and four. That is a total of 28 people in seven households, or an average of four per household. It should be noted, however, my neighbors with two people living there are grandparents and constantly have

other family members over including grandchildren. That could be typical of the "empty nesters" targeted to purchase homes in The Enclave. We have also been told houses in The Enclave would be at the same price point as the current Bluegrass section, so there is always the possibility families could purchase homes there just to be in the area or if homes are not available in the Bluegrass section at the time. An example of this possible scenario is occurring now because all buildable lots in the Bluegrass and Meadowlands sections have been sold and the only lots available are in the Two Gaits section.

At the public hearing Mr. Compton commented about the Viking Meadows HOA documents being public record and having always included this possible expansion. I believe the clause in the covenants regarding annexation of additional property is a very broad catchall. It states, "Declarant shall have the unilateral right and option, from time to time and at any time until all Property described in Exhibit 'B' has been subjected to this Declaration or May 31, 2021, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit 'B', ..." I expected Exhibit "B" to list specific properties, perhaps Fox Hollow Farm for example because it is located between two sections of Viking Meadows. Exhibit "B," however, depicts and identifies three sections of a map of Washington Township encompassing an area from Springmill Road just south of 169th Street extending south and east to US 31 and 146th Street. This enormous amount of land that is eligible to be annexed includes other neighborhoods with their own HOAs, shopping centers, and other businesses. Simply because something can be done does not mean it should be done. Mr. Graham, an original resident of Viking Meadows, stated during the public hearing he believes the HOA documents are out-of-date and should be amended due to previous amendments to the original Viking Meadows PUD.

In conclusion, I am asking you not to support The Enclave and Springs at Viking Meadows PUD as presented on June 3rd. I believe Pulte Homes should develop the parcels in question as a standalone neighborhood independent of Viking Meadows and the Viking Meadows HOA. Viking Meadows is a special and unique neighborhood and should remain as currently planned. The original Vikings Meadows PUD was already amended to include smaller lot sizes and different architectural guidelines. While I understand the benefits to Pulte of marketing additional land with the Viking Meadows name and not having to build additional amenities, I believe the current proposal would be detrimental to the rest of the neighborhood. Pulte Homes is proposing to expand the total housing units by 32.9% or 24.5% depending on how Parcels E and F are developed. The existing neighborhood is just over one-third complete and the amenities are already heavily used. I think the petition signed by representatives of 102 households in Viking Meadows sends a clear message. I have no doubt Pulte Homes could successfully develop another independent neighborhood given the pace of their sales in Viking Meadows, even with continuous incremental price increases (e.g. the base price of my floor plan has increased \$21,000 over the past year). Thank you for the opportunity to voice my opinion.

Sincerely,

Jim Grose

respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

In the event that any part of a Lot 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 elects to restore the remainder of the Lot, such Owner making such election shall restore such remainder of such Lot 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 the Declaration and all applicable zoning, subdivision, building, and other governmental regulations. All such work or restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

## ARTICLE IX

### Annexation of Additional Property

**Section 9.1 Annexation without Approval of Class A Membership.** Declarant shall have the unilateral right and option, from time to time and at any time until all Property described on Exhibit "B" has been subjected to this Declaration or May 31, 2021, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", as more specifically set forth in Article II herein. Such annexation shall be accomplished by filing in the public records of Hamilton County, Indiana, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Owners, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing or recording of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

**Section 9.2 Annexation with Approval of Class A Membership.** Subject to the consent of the owner thereof, the Association may annex real property other than that described on Exhibit "B", and following the expiration of the right in Section 2.2, any property described on Exhibit "B", to the provision of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the Class A votes of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 9.1 of this Article.

Annexation shall be accomplished by filing of a record in the public records of Hamilton County, Indiana, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provision of the By-Laws dealing with

regular or special meetings, as the case maybe, shall apply to determine the time regained for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 9.2 and to ascertain the presence of a quorum at such meeting.

**Section 9.3 Acquisition of Additional Common Area.** Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits "A" or "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of its Members.

**Section 9.4 Withdrawal of Property.** Declarant reserves the right to amend this Declaration at any time so long as Declarant holds an unexpired option to expand the Community pursuant to this Article IX, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by the Declarant or its affiliates from the provision of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for Viking Meadows desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Viking Meadows.

**Section 9.5 Amendment.** This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant or its affiliates own any property described, in Exhibits "A" or "B" hereof.

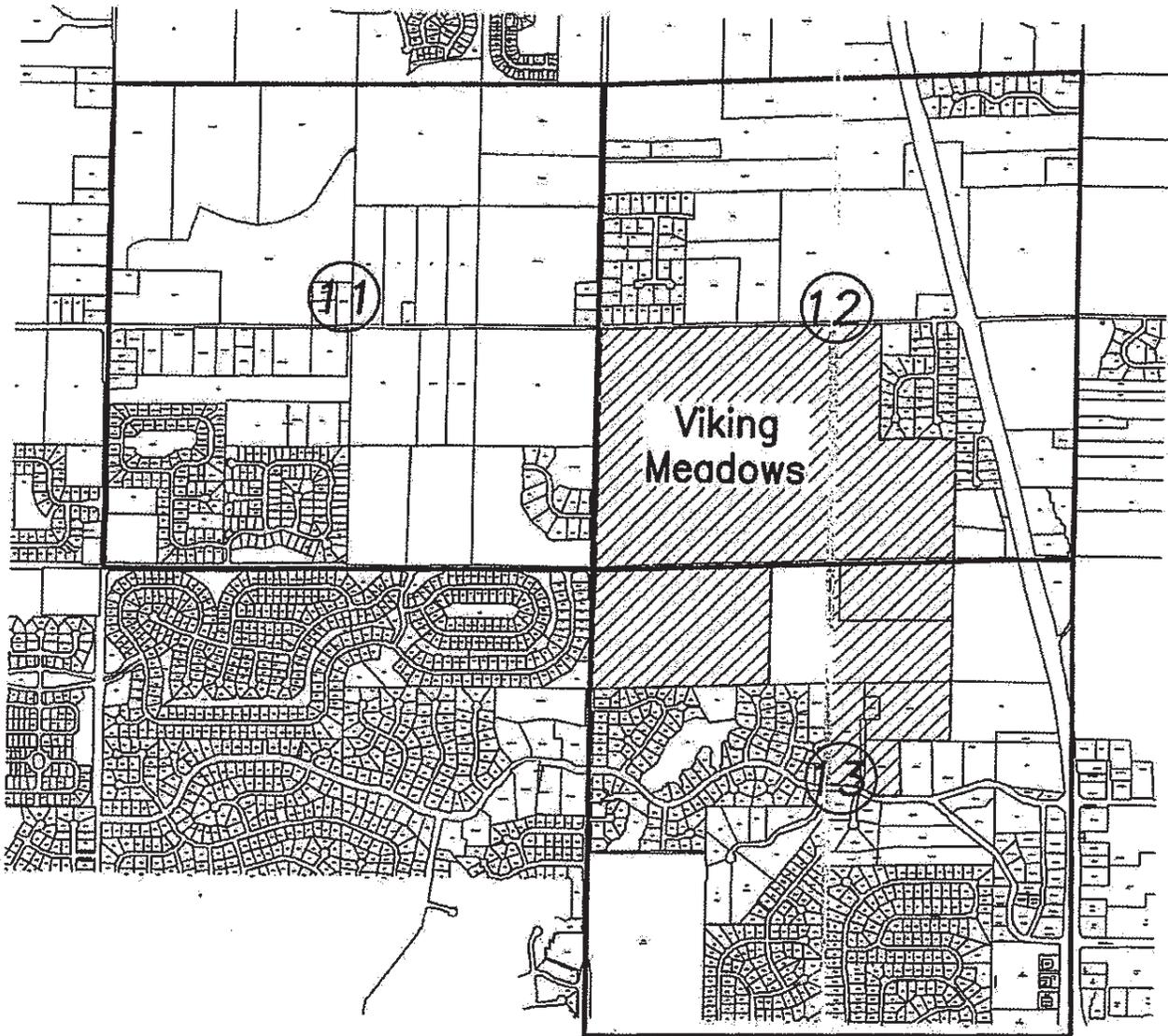
## ARTICLE X

### Rights and Obligations of the Association

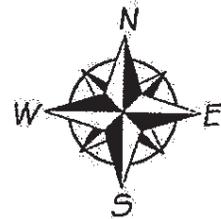
**Section 10.1 General Common Areas.** The Association, subject to the rights of the Declarant and to the rights of the Owners set forth in this Declaration shall be responsible for the exclusive management and control of the Common Areas and other improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard. Except to the extent otherwise required by the provision of the Official Code of Indiana relating to nonprofit corporations, this Declaration, the By-Laws, or the Articles of Incorporation, the power herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further action on the part of Owners.

**Section 10.2 Duties and Powers.** The duties and powers of the Association shall be those set forth in the provisions of the Official Code of Indiana relating to nonprofit corporations, this Declaration, the By-Laws, and the Articles of Incorporation, together with those rights and privileges reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Official Code of Indiana, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the Official Code of Indiana, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by

**EXHIBIT "B"**  
**ADDITIONAL PROPERTY**



**Description:**  
All lands situated in Sections 11, 12 and 13, Township 18  
North, Range 3 East of the Second Principal Meridian,  
Hamilton County, Indiana.



SCALE: 1"=1,800'

**WEIHE ENGINEERS, INC.**  
May 26, 2006  
Exhibit B.dwg