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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
GRANNAN GROVE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GRANNAN GROVE is made this 3RD day of DECEMBER, 2015 by Grannan Grove Developer, LLC an Indiana limited liability company (the "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain property, located in City of Carmel, Hamilton County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Property"); and

WHEREAS, Declarant desires to subdivide and develop the Property and in connection therewith, to impose certain covenants, conditions and restrictions on the Property.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (defined below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following covenants, conditions, and restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property and shall be binding upon and inure to the benefit of the Declarant and upon the parties having or acquiring any interest in the Property or any part or parts thereof.

ARTICLE I

DEFINITIONS

The following are the definitions of the terms as they are used in this Declaration:

Section 1.1 "Applicable Laws" means all federal, state and local laws, statutes, regulations and ordinances that are applicable to the Property.

Section 1.2 "Architectural Control Committee" shall mean the Architectural Control Committee, as more fully described in Article VI of this Declaration.

Section 1.3 "Association" shall mean the *Grannan Grove Homeowners Association, Inc.*, a not-for-profit corporation, the membership and power of which are more fully described in Article IX of this Declaration.

Section 1.4 "Board" or "Board of Directors" shall mean the Board of Directors of the Grannan Grove Homeowners Association, Inc. and "Director" shall mean any member of the Board of Directors.

Section 1.5 "Builder" means a person or entity (i) regularly engaged in the business of constructing single-family residences for sale and responsible for the original construction of a residence on a Lot and (ii) deemed by the Declarant, in its sole discretion, to be a Builder.

Section 1.6 "Common Area" shall mean those areas (i) designated on current or future Plats as a "Block", "Common Area", "C.A" and (ii) any other areas designated by the Declarant for the common use and enjoyment of the residents of the Property.

Section 1.7 "Declarant" shall mean Grannan Grove Developer, LLC, and any successors and assigns of it that it designates in one or more written recorded instruments to have the rights of Declarant under the Declaration.

Section 1.8 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending on the termination of the Class B Membership in the manner set forth in Section 9.3(B) below.

Section 1.9 "Declaration" shall mean this Declaration, as from time to time amended.

Section 1.10 "Lot" shall mean any home site, for the construction of a Residence, identified on a Plat that is recorded in the Office of the Recorder of Hamilton County, Indiana.

Section 1.11 "Official Zoning Ordinance" shall mean the Zoning Ordinance of the City of Carmel, Indiana, as amended from time to time.

Section 1.12 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 1.13 "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 1.14 "Plat" shall mean the subdivision plats of the Property which are recorded with the Recorder of Hamilton County, Indiana.

Section 1.15 "Pond Area" means any Common Area, or portion thereof, on which a Pond now exists or is later constructed by Declarant and "Pond" means a body of water which now exists or is later constructed by Declarant in a Pond Area.

Section 1.16 "PUD" shall mean Ordinance Z-595-14 for the Grannan Grove Planned Unit Development, enacted by the City of Carmel, Indiana on November 3, 2014, as amended from time to time.

Section 1.17 "PUD Architectural Standards" shall mean the architectural standards included in the PUD and set forth in what is attached hereto and incorporated herein by reference as Exhibit "B".

Section 1.18 "Residence" shall mean any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single-family residential lot.

Section 1.19 "Special Use" shall mean any use defined or identified in any applicable zoning ordinance as a "Special Use".

ARTICLE II

CHARACTER OF THE DEVELOPMENT

Section 2.1. In General. Lots may be used only for residential purposes. All Property located within a Plat that has not been designated by numbering shall be used in a manner determined by the Declarant. Lots may be used only for single-family residential purposes and only one Residence may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in the Property than the number of Lots depicted on the Plat. Notwithstanding any provision in the Official Zoning Ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 2.2. Other Restrictions. All Property shall be subject to the easements, restrictions, and limitations of record and rights-of-way, and also to all Applicable Laws.

ARTICLE III

EASEMENTS

Section 3.1 Designated Easements. The following are easements designated or to be designated, in the Declarant's sole discretion, upon a Plat:

(A) Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements or storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, electric lines, gas lines, telephone lines, fiber optic cable, high speed internet lines, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots shall take title subject to such easements hereby created and subject at all times to the rights of

proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water and which are approved by any entity to which the easement is dedicated, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage. Further, there are hereby created easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

(B) Designated Mounding, Landscaping, and Screening and Sign Easements. Any strips of grounds shown or designated on the Plat for landscaping including, but not limited to, landscape easements, landscape maintenance easements, or landscape maintenance access easements are hereby reserved unto Declarant, during the Development Period, and, thereafter, unto the Association, for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property and (ii) installing landscaping, mounding, fencing, masonry walls, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period, and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant during the Development Period and thereafter by the Association.

(C) Easement Work. Notwithstanding any architectural approval under Article VI below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and any governmental entity shall have the right and the authority, without any obligation, liability or obligation of replacement, whatsoever to any Owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.1 (A) above.

Section 3.2 General Drainage, Utility, Sewer and other Development Easements. The following rights reserved in this Section 3.2 shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 3.2 shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association upon the expiration of any Development Period.

(A) General Easement. Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("General Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit the installation and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence. Any General Drainage, Utility and Sewer Easement include all areas of the Property outside any Residence. By virtue hereof, Declarant reserves the right to install a Pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement identified upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(B) Pond Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Pond Easement") and right-of-way in and to any Pond Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Pond" or any other Common Area within the Property used as a water retention or detention area, or on which a Pond now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and establishing and maintaining proper surface water drainage throughout the Property, including dewatering or aquatic maintenance, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or Ponds in accordance with all Applicable Laws.

(C) Sign and Facility Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, a general sign and facilities easement ("Sign and Facilities Easement") giving it the right to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising and/or identifying the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs and other improvements shall comply with any Applicable Laws and all such signs and other improvements shall be maintained by the Association as a part of its Common Area maintenance obligations.

(D) Additional Authority. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Utility and Sewer Easement, Pond Easement, and/or Sign and Facilities Easement, or any facility or infrastructure at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or change the description of any Drainage, Utility and Sewer Easement, Pond Easement, Sign and Facilities Easement and any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hamilton County, Indiana.

(E) The title of (i) the Declarant or the Association to the Common Area owned during the Development Period and (ii) any Owner of any Lot, shall be subject to the rights and easements reserved herein.

ARTICLE IV

ADDITIONAL PROVISIONS RESPECTING SANITARY SEWER UTILITY

Section 4.1 Easements. Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and also give utility companies, whether public or private, as well as any governmental authorities, the right of ingress/egress.

Section 4.2 Trees. No trees shall be planted directly over building sewers or laterals. Any landscaping placed within easements or right-of-ways may be removed, damaged, or destroyed by the applicable utilities without any obligation of repair or replacement.

Section 4.3 Other Obstructions. No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of these which are placed within easements or right-of-ways may be removed by the applicable utilities without any obligation of repair or replacement.

Section 4.4 Owner's Responsibility. All Owners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the Residence to its connection to the sanitary sewer main.

Section 4.5 Discharge. The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains into the sanitary sewers is prohibited.

Section 4.6 Grade Changes. Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities, and must comply with Applicable Laws.

ARTICLE V

COVENANTS AND RESTRICTIONS

Section 5.1 Land Use. Lots may be used only for single-family residential purposes and only one Residence, not to exceed the maximum height permitted by and measured pursuant to the Applicable Laws, may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences, located in any particular platted area, than the number of Lots depicted on the Plat of such area. Notwithstanding any provision in the Official Zoning Ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings.

Section 5.2 Address Identification. The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Architectural Control Committee.

Section 5.3 Lighting. All homes will have exterior lights as approved by the Architectural Control Committee. In the Declarant's sole discretion, street lights may be installed by Declarant in the utility easements on Lots, in the Common Areas, and in public rights-of-way. During the Development Period, and in the Declarant's sole discretion, street lights may be operated and maintained by the Association. After the Development Period, the Association shall have the right to remove street lights deemed no longer necessary by the Board of Directors.

Section 5.4 Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling or Residence, temporary or permanent, nor may any structure of a temporary character be used as a dwelling or Residence. No temporary structure, trailer, or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder. Any such temporary structure, trailer, garage, or other outbuilding shall be removed immediately upon completion of the primary Residence.

Section 5.5 Driveways. All driveways in the Property shall be concrete in material, unless otherwise approved by the Architectural Control Committee.

Section 5.6 Water Systems. Each Owner shall connect to the water main maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, or other charges lawfully established with respect to connections thereto.

Section 5.7 Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the municipality or local governmental board having jurisdiction, "Drainage Easements" shall exist in drainage swales and shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

Section 5.8 Signs. Except for such signs as Declarant may in its sole discretion display in connection with the identification of development of the Property and the sale of Lots therein, no sign of any kind shall be displayed to the public view of any Lot except that one (1) sign of not more than four (4) square feet may be displayed by an Owner or a Builder at any time for the purpose of advertising a Lot or Residence thereon for sale.

Section 5.9 Fencing. This Section 5.9 is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant or a Builder. No fence, wall, hedge, or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set back line except where such planting is part of Residence landscaping

approved by the Architectural Control Committee and the prime root thereof is within six (6) feet of the Residence. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge". All fencing shall be (i) wrought iron, or (ii) wrought iron in appearance but made with aluminum or other acceptable material, unless otherwise approved by the Committee. All fencing shall have a maximum height of 48 inches above grade, except (i) if the Lot contains an in-ground swimming pool, then the maximum height of the fencing shall be 72 inches above grade, and (ii) if the Lot abuts a Pond, then the maximum height of the fencing shall be 42 inches above grade starting at a point that is 24 feet behind the rear foundation line of the house. All plans for approval of fencing which are submitted to the Architectural Control Committee shall identify all corners of the subject Lot, and the Lot Owner shall be responsible for installing the fence in accordance with the approved plans. All fencing on a Lot shall be uniform in height, style, and color and substantially similar in material. Fencing shall not extend past the rear foundation line of the house towards the street, unless approved by the Committee. No fence or wall shall be erected or maintained on or within any Landscape Easement except such as may be installed by Declarant and subsequently replaced by the Association in such manner as to preserve the uniformity of such fence or wall. No fence may be erected on a Lot without prior approval of the Architectural Control Committee, which shall approve or disapprove the location of all fences. All fencing erected on a Lot must be erected either (i) within six (6) inches of the property line of such Lot, or (ii) more than four (4) feet from the property line of such Lot. Each Owner who has a fence erected that is located within six inches of the property line of its Lot, hereby approves of each applicable adjacent Lot Owner to encroach upon the Owner's Lot up to a maximum of six (6) inches in order for (x) the applicable adjacent Lot Owner to connect its adjacent Lot Owner's fence to the Owner's fence already erected, (y) such applicable adjacent Lot Owner to subsequently maintain its adjacent Lot Owner's fence within the encroached area of the Owner's Lot, and (z) the applicable adjacent Lot Owner to subsequently mow and/or otherwise maintain the portion of the Owner's Lot located between the Owner's fence and the property line of the applicable adjacent Lot Owner. Under no circumstances shall such encroachment give rise to a claim of adverse possession or easement by prescription. In the event that a fence is already erected on an adjoining Lot within six (6) inches of the property line, then the Owner of a Lot desiring to install a new fence shall either (i) connect the Owner's new fence to the fence on the adjoining Lot if the new fence satisfies all of the criteria expressed herein and is approved by the Committee, or (ii) install the Owner's new fence more than four (4) feet from the property line so that the gap between the Owner's new fence and the existing fence on the adjoining Lot will be at least four (4) feet wide. The Architectural Control Committee may establish further restrictions and design standards with respect to fences, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot abutting a Pond. All fences shall be kept in good repair. Each Owner shall properly maintain, mow, and trim grass on all portions of such Owner's Lot, including the portions of the Lot located on the other side of a fence installed upon such Lot.

Section 5.10 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood hereby established. Violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner, the Declarant, and/or the Association, as the case may be, to enforce the provisions hereof against the offending Owner. Barking dogs may constitute a nuisance. In the event of successful enforcement by an Owner, the Declarant, or the Association of the provisions thereof,

the offending Owner shall be liable to the prevailing party for attorneys' fees, court costs, and all other costs and expenses of litigation and collection in connection therewith.

Section 5.11 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view from the street (either within the garage or behind a Committee-approved fence or screen), except for a period of time not more than 24 hours prior to, and 12 hours after the removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 5.12 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs and cats shall so control or confine them so as to avoid barking and/or roaming which will annoy or disturb adjoining Owners. Unless permitted by the Board of Directors, no Owner shall maintain more than two (2) of the same type (dog, cat, bird) of pet nor more than four (4) total pets; provided, however, that fish which are located in indoor aquariums and which pose no risk to the public health shall not be considered pets for the purpose of this restriction. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, and so on) shall be permitted to exist in a Residence or on a Lot without the unanimous consent of the Architectural Control Committee and the Board of Directors; provided, however, that the decision of the Board of Directors to permit such animal or animals may be overturned by a majority vote of the members of the Association at any meeting.

Section 5.13 Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot unless the smoke therefrom will not blow upon any other Lot. Owners shall use appropriate incinerators and shall at all times be in compliance with all Applicable Laws for outside burning.

Section 5.14 Antennae Systems. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes, are prohibited, unless approved in writing by the Architectural Control Committee. The Architectural Control Committee may adopt rules for the installation of such antennae and/or satellite systems, which rules shall require that antennae and satellite dishes be placed as inconspicuously as possible from public view from the street. It is the intent of this provision that the Architectural Control Committee shall be able to strictly regulate exterior antennae and satellite dishes to the fullest extent of the law and should any regulations adopted herein or by the Architectural Control Committee conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

Section 5.15 Exterior Lights. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, no exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

Section 5.16 Electric Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a

nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

Section 5.17 Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The corresponding costs incurred by the Association shall be assessed to the Owner and shall constitute a lien on such Owner's Lot. The Owner of such Lot shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any amounts due and owing under this Section 5.17 in the same manner as assessments are collected per the terms of Article X below, together with reasonable attorney's fees and costs of collection. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 5.18 Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, or as approved by the Architectural Control Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers are permitted anywhere on the Property.

Section 5.19 Diligence in Construction. Subject to inclement weather, every Residence shall be completed within fifteen (15) months after the commencement of the construction thereof. For cause shown, this fifteen (15) month period may be extended by the Architectural Control Committee. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months after the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 5.20 HVAC Units. No heat pumps, air conditioning units or gas meters shall be installed in the front of the Residence.

Section 5.21 Pond and Pond Area(s). Except as otherwise provided, no individual using a Pond, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management, except as provided in this Declaration. A Pond may not be used for swimming, ice skating, boating, or for any other purpose, except for (i) drainage of the Property and (ii) fishing from the shoreline of the Pond by Owners and their family members and guests, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Ponds and Pond Areas may or may not exist on the Property, and the reference throughout this Declaration to Ponds and Pond Areas is made in order to address Ponds and Pond Areas, if any, which now exist or are later constructed upon the

Property. The installation on the Property of any Pond or Pond Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Pond or Pond Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area including, without limitation, Common Areas on which a Pond exists.

Section 5.22 Mailboxes. All mailboxes and posts must be approved by the Architectural Control Committee and shall be standard as to size, location, post, design, height, material, composition and colors. The Builder shall install the initial mailbox for each Lot, meeting the above criteria, at the Lot Owner's expense. The Owner shall, at the Owner's expense, maintain, repair, replace and paint said mailbox and post in conformance with all other mailboxes.

Section 5.23 Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Additionally, all Lots shall be free of weeds and properly irrigated in order to maintain a good and healthy appearance;
- (B) Remove all debris or rubbish from the Lot;
- (C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property;
- (D) Cut down and remove dead trees from the Lot; and,
- (E) Within sixty (60) days following completion of a Residence, or an alternative date approved by the Architectural Control Committee in writing, or unless delayed by adverse weather conditions, the Owner shall landscape the Lot in accordance with the provisions set forth in this Declaration and the Owner's lot development plan approved by the Architectural Control Committee.

Section 5.24 Clothes Lines. No clotheslines may be erected on any Lot.

Section 5.25 Outbuildings and Dog Houses. Any and all forms of outbuildings, including but not limited to, sheds, storage sheds, dog houses, and play houses, which are not directly connected to the main house on any Lot are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Property; provided, however, that a pool house which (i) is used for changing and/or showering but not as sleeping quarters, (ii) is constructed on a foundation with footers, (iii) is architecturally consistent with and uses the same exterior building materials as the Residence, and (iv) is approved by the Architectural Control Committee, shall be allowed. All Structures that are connected to the Residence must be approved by the Architectural Control Committee, shall share at least one wall with the Residence, and have visual and construction quality that matches or compliments that of the Residence.

Section 5.26 Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth of eighteen (18) inches or less, swing and slide sets, and trampolines shall not require approval by the Architectural Control Committee, provided that (i) such equipment is not more than eight (8) feet high (to the highest point of the structure) and properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot, and (iii) any swing and slide sets are constructed of wood. Metal swing and slide sets are prohibited. Prior approval by the Architectural Control Committee of the design, location, color, material and use of any equipment greater than eight (8) feet in height shall be required.

Section 5.27 Plumbing. All plumbing vent stacks are to be located on the rear of the Residence unless an alternative location is approved by the Architectural Control Committee.

Section 5.28 Subsurface Drains and Sump Pump Discharges. Subsurface drains may have been provided in certain areas within drainage easements as additional storm and ground water drainage sources and are part of the public storm drainage system. Subsurface drain laterals have been provided on specific Lots, and the Builder on such Lots shall connect all sump pump discharge lines to such laterals. All maintenance and repair of all sump pump discharge lines and subsurface drain laterals shall be the responsibility of each Lot Owner in accordance with the following:

(A) The areas of Owner responsibility include all sump pump lines and subsurface drain laterals between the connection at the sump pump within the home and the connection with the publicly maintained storm sewer or subsurface drain within the drainage easement.

(B) In cases where subsurface drain laterals are connected along a common property line before connecting to the storm sewer, maintenance and repair of the common lateral will be shared equally by the adjacent Owners unless an individual Owner caused the lateral to be damaged, changed or altered.

(C) Any Owner or Builder damaging, changing, or altering these subsurface drains or common subsurface drain laterals shall be responsible for such action and will be given ten (10) days' notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, Declarant or the Association may cause said repairs to be accomplished and the invoice for such repairs will be sent to the responsible Owner(s) and/or Builder(s) for immediate payment. If immediate payment is not received, the amount owed shall be a lien on the subject Lot and Residence and the Declarant and/or the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article X of this Declaration.

Section 5.29 Swimming Pools and Hot Tubs. Only permanent, in-ground, professionally constructed pools, which are approved by the Architectural Control Committee, shall be permitted upon a Lot. All submittals to the Architectural Control Committee shall include landscape plans.

All backyard pools shall be oriented to minimize the potential effect on neighboring Lots, shall be enclosed by a fence which obstructs unauthorized access or shall have an automatic pool cover, and shall comply with all other Applicable Laws. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Architectural Control Committee approvals. Hot Tubs must also be approved by the Architectural Control Committee.

Sections 5.30 Tennis Courts, Racquetball Courts, Paddleball Courts and so on. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities are not permitted without the prior approval from the Architectural Control Committee; provided, however, that basketball goals may be installed on a Lot adjacent to driveway without Architectural Control Committee approval so long as they are permanent and have clear fiberglass or glass backboards supported by black posts. All submittals to the Architectural Control Committee shall include landscape plans. Independent basketball courts may not be constructed on a Lot without written Architectural Control Committee approval. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage. Lighted courts of any kind are prohibited. Temporary or portable basketball goals and courts are not permitted.

Section 5.31 Vents. All metal and PVC roof or range vents shall be painted to blend with roof color.

Section 5.32 Windows-Doors. If storm doors are installed, they must be painted to match or compliment the exterior of the Residence, and must be approved by the Architectural Control Committee. No unfinished aluminum doors or windows are allowed. All curtains, blinds or other window coverings shall be tasteful and commensurate with the architecture, design and appearance of Residences on the Property.

Section 5.33 Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Declarant in the Declarant's sole discretion. Such decorative street signs, if any, shall be maintained by the Association, and shall be repaired or replaced by the Association, if damaged, in accordance with Applicable Laws.

Section 5.34 Fuel Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, are prohibited.

Section 5.35 Garbage and Other Refuse. No Lot Owner in the Property shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost, on such Owner's Lot.

Section 5.36 Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence, except that a home occupation, that satisfies all requirements of all Applicable Laws, may be permitted provided that, in addition to the requirements of Applicable Laws, any such Owner's use is conducted entirely within the Residence and participated in solely by a member of the immediate family residing in said Residence, and is clearly incidental and secondary to the use of the Residence for dwelling

purposes and does not change the character thereof and in connection with which there is (i) no sign or display that will indicate from the exterior that the Residence is being utilized in whole or in part for any purpose other than that of a dwelling; (ii) no commodity sold upon the premises; (iii) no person is employed other than a member of the immediate family residing in the Residence; and (iv) no manufacture or assembly operations are conducted. Provided, however, that in no event shall a child day care, barber shop, styling salon, animal hospital, any form of animal care or treatment such as dog trimming, or any other similar activities be permitted as a home occupation. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales and construction trailers, model homes, and sales offices.

Section 5.37 Open Drainage Ditches and Swales. The following shall apply to open ditches and swales (ditches) along dedicated roadways or within rights of way or established drainage easements:

(A) Drainage swales (ditches) along dedicated roadways or within rights-of-way or established drainage easements, shall not be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Association. Owners must maintain these swales as grass ways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the Owner causing such damages.

(B) Any Owner or Builder altering, changing, or damaging such drainage swales or ditches shall be responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, the Declarant or the Association may cause said repairs to be accomplished and the invoice for such repairs shall be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the amount owed, together with reasonable attorney's fees, shall be a lien on the subject Lot and the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article X of this Declaration.

Section 5.38 Roofing Materials. The roofing materials on all Residences shall be of a quality, style and composition acceptable to the Architectural Control Committee.

Section 5.39 Solar Panels. Solar panels shall not be permitted on any Residence unless the solar panel is approved by the Architectural Control Committee. The Architectural Control Committee, in reviewing a request for a solar panel, shall consider landscaping, location, size, aesthetics, and the visibility of the solar panel.

Section 5.40 Parking of Vehicles. No trucks one (1) ton or larger in size, campers, trailers, motor homes, boats, snowmobiles, jet ski or similar vehicles shall be parked on any street in the Property. Any recreational vehicle or trailer, camper, snowmobile, jet ski, or boat shall not be permitted to remain on any driveway or Lot except within a closed garage and shall not be regularly parked upon unpaved areas. There shall be no outside storage of commercial trucks, trailers, boats, junk or inoperable cars, or fuel tanks. At no time shall any vehicle be parked in such a way as to block pedestrian access along the public sidewalk adjacent to the street, or prevent mail delivery,

or prevent access to any driveway. Each Owner shall be responsible for his or her own vehicles as well as those vehicles belonging to the Owner's guests.

Section 5.41 Wells. Water wells, which are approved by the Architectural Control Committee and may be used only for irrigating lawns and landscaping, may be drilled on Lots and Common Areas so long as the water from such wells will not discolor sidewalks or concrete and, in the event of such discoloration, the responsible Owner shall be liable and responsible for all clean-up costs. All wells must comply with all Applicable Laws. All well equipment, tanks, pumps and other related infrastructure shall be underground. Well heads shall not be located in front yards or side yards, and shall be properly screened and landscaped.

Section 5.42 Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy therefore has been issued.

Section 5.43 Sidewalks. Owners, at their expense, shall be responsible for installing sidewalks along and within the segment of the Street adjacent to their Lot.

Section 5.44 Construction and Landscaping; Time Requirements; Divestiture; Penalties. All construction upon, landscaping of, and other improvements to a Lot shall be completed strictly in accordance with a Lot development plan approved by the Committee. All landscaping specified on the landscaping plan approved by the Committee shall be installed on the Lot strictly in accordance with such approved plan within sixty (60) days following substantial completion of the Residence, unless delayed due to adverse weather conditions.

Section 5.45 Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

ARTICLE VI

ARCHITECTURAL CONTROLS

Section 6.1 Approvals. Approvals, determinations, permissions, or consents required herein shall be deemed given only if they are given in writing and signed, by an authorized member of the Declarant with respect to approvals to be obtained from the Declarant, by an officer of the Association with respect to approvals to be obtained from the Association and by a member of the Architectural Control Committee with respect to approvals to be obtained from the Architectural Control Committee. The Architectural Control Committee may, in its discretion, unilaterally promulgate written architectural and design Architectural Control guidelines (the "Guidelines") which shall be binding upon the Owners.

Section 6.2 Architectural Control Committee. An Architectural Control Committee, composed of at least three (3) members, shall exist and shall be appointed by the Declarant until the end of the Development Period, and appointed by the Board of Directors thereafter. Such members shall be subject to removal by the Declarant at any time, with or without cause, until the end of the Development Period, and subject to removal by the Board of Directors at any time, with

or without cause, thereafter. Any vacancies from time to time shall be filled by appointment by the Declarant until the end of the Development Period, and by appointment by the Board of Directors thereafter.

Section 6.3 Duties of Architectural Control Committee. The Architectural Control Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to the Architectural Control Committee. The Architectural Control Committee, for its permanent files, shall retain one copy of submitted material. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If, however, approval has not been received by the applicant in writing within thirty (30) days, then said request shall be deemed denied.

Section 6.4 Exercise of Discretion. Declarant intends that the members of the Architectural Control Committee shall exercise discretion in the performance of their duties consistent with the provisions of this Declaration, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members of the Architectural Control Committee. In any judicial proceeding challenging a determination by the Architectural Control Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Control Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Control Committee, could only conclude that such determination constituted an abuse of discretion.

Section 6.5 Inspection. The Architectural Control Committee may inspect work being performed without the Owner's permission to verify compliance with the Declaration.

Section 6.6 Liability of Architectural Control Committee, Declarant and Association. Neither the Architectural Control Committee nor any agent thereof, nor the Declarant, or the Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Control Committee, Declarant or Association be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Architectural Control Committee, Declarant and Association make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, whether the improvements result in any encroachments, the compliance of proposed plans with Applicable Laws, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections of each Lot prior to purchasing the Lot, commencing original construction on said Lot or installing any fences, landscaping, additions, remodeling or other improvements on said Lot.

Section 6.7 Common Areas Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof by the Architectural Control Committee: (i) any landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Common Area, landscape maintenance access

easement, landscape easement or sign easement, (ii) any entrance monument or signage identifying the Property or any section thereof and (iii) street signage.

Section 6.8 Lot Improvements. No Residence, dwelling, building structure, fence, deck, driveway, swimming pool, rear yard tennis or basketball courts, or improvement of any type or kind (including significant landscaping or stacking of wood) shall be constructed or placed on any Lot without the prior approval of the Architectural Control Committee. The Architectural Control Committee's determination may be obtained only after the Owner of the Lot requesting authorization from the Architectural Control Committee has made written application to the Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Control Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing (i) the location of the improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated and (ii) all easements, setbacks, and rights-of-way and (iii) any landscape plans required by the Architectural Control Committee. Such plans and specifications shall further set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials, photographs, or information, which the Architectural Control Committee may require. The exterior materials proposed to be used and the proposed landscaping shall comply with the Guidelines, unless otherwise approved by the Architectural Control Committee. All building plans and drawings required to be submitted to the Architectural Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be to a scale of 1" = 10', or to such other scale as the Architectural Control Committee shall deem appropriate. It is also recommended that a certified survey be prepared to insure that there are no encroachments onto adjacent Lots or Common Areas. If an Owner has encroached on an adjacent Owner's property or in a Common Area, the encroaching Owner must, at his or her own expense, move any fence or other improvement(s) so as to eliminate the encroachment, except for connecting a fence to an existing fence on an adjoining Lot located within six inches of the property line pursuant to Section 5.9 of this Declaration.

Section 6.9 Power of Disapproval. The Architectural Control Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. By way of example only, common grounds for denial include, but are not limited to, a deficiency in or absence of the following:

- (A) The plans, and specifications, required to be submitted; and
- (B) The consistency of the design, color scheme, and square footage of a proposed improvement with the general surroundings of the Lot or with adjacent buildings or structures.

Section 6.10 Power to Grant Variances. The Architectural Control Committee may allow reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration, no variance or adjustment shall be granted which

is materially detrimental or injurious to other Lots, and any such variance granted shall not be considered as precedent setting.

Section 6.11 Statement of Purposes and Powers. Subject to this Declaration and the restrictions contained herein, the Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 6.12 Notice of PUD Architectural Standards. Notice is hereby given that the Property is subject to the PUD and that the PUD requires compliance with the PUD Architectural Standards, which shall be in addition to the requirements set forth above in this Article VI and elsewhere in this Declaration. Notice is further given as follows:

(A) The PUD Architectural Standards are not subject to the provisions set forth in this Declaration related to the amendment of this Declaration, and the PUD Architectural Standards cannot be amended or varied pursuant to the provisions set forth in this Declaration (i) for the amendment of this Declaration or (ii) for obtaining variances from the Guidelines, standards and/or requirements of this Declaration; instead, the PUD Architectural Standards can be amended or varied only in the manner specified in the PUD.

(B) Amending the PUD Architectural Standards or obtaining variances from the PUD Architectural Standards requires compliance only with the applicable provisions of the PUD and does not also require compliance with the provisions set forth in this Declaration (i) for the amendment of this Declaration or (ii) for obtaining variances from the Guidelines, standards and/or requirements of this Declaration.

ARTICLE VII

CONTIGUOUS LOTS

Section 7.1 Rules Governing Building on Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for one, single Residence, such Owner must apply in writing to the Architectural Control Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such one, single Residence shall be treated as a single Lot for the purpose of applying this Declaration to said Lots, so long as the Lots remain improved with only one, single Residence; provided, however, that with respect to the combined Lots, the Owner of the combined Lots shall be obligated to pay Annual Assessments, One-Time Assessments, and Special Assessments for each originally platted Lot constituting the combined Lots, and such Annual Assessments, One-Time Assessments, and Special Assessments shall be a lien on the combined Lots, all per the terms and conditions of Article X below. In addition, the Owner must obtain all requisite and necessary permits and approvals required pursuant to Applicable Laws.

ARTICLE VIII

USE AND OWNERSHIP OF COMMON AREA

Section 8.1 Ownership. A license, upon such terms, conditions, rules and regulations as the Board of Directors, shall from time to time promulgate, for the use and enjoyment of the Common Areas, is hereby granted to the Owners and their family, guests, tenants or contract purchasers. Every Owner shall have a nonexclusive right and easement of enjoyment in common with all other Owners, in and to the Common Areas, which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot.

Section 8.2 Use. All Common Areas shall be used for such purposes deemed appropriate by the Declarant until the end of the Development Period and following the end of the Development Period, all Common Areas shall be used for such purposes as deemed appropriate by the Association.

Section 8.3 Non-dedication. Neither the Declarant's execution nor recording of the Plats nor the doing of any other act by the Declarant is, or is intended to become or shall be construed as, a dedication to the public of any Common Area.

ARTICLE IX

GRANNAN GROVE HOMEOWNERS ASSOCIATION, INC.

Section 9.1 Association Duties. The duties of the Association shall include the following: (i) the promotion of the recreation, health, safety, and welfare of the residents in the Property, (ii) the maintenance and repair of the Common Areas including, but not limited to, any and all lighting, landscaping, and sidewalks located thereon, (iii) the maintenance and repair of any and all entrance monuments, water features, Ponds, signage, and the landscaping surrounding such entrances monuments and signage, (iv) maintenance and repair of all street signage, street lighting, and all improvements and landscaping existing in any landscape maintenance access easement and any sign landscape easement, (v) the performance of any other obligations and duties of the Association specified in this Declaration. The foregoing provisions of this Section 9.1 notwithstanding, an Owner shall be responsible and liable for any damage to any Common Areas or improvements thereon caused by such Owner or such Owner's agent, contractor, or guest, and the costs of repair or replacement necessitated by such damage shall be immediately paid by the Owner to the Association and may be assessed as a Violation Assessment and enforced per the terms of Article X below.

Section 9.2 Board of Directors. Prior to the end of the Development Period, members of the Board of Directors shall be appointed by the Declarant, vacancies in the Board of Directors shall be filled by the Declarant, and members of the Board of Directors may be removed and replaced by the Declarant, at any time and for any reason. After the end of the Development Period, the Owners shall elect a Board of Directors as prescribed by the Association's Articles of

Incorporation, and the Association's Bylaws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 9.3 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

(A) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

(B) Class B. The Class B member shall be the Declarant. At all times prior to expiration of the Class B Membership, as provided below in this Section 9.3 (B), the Class B member shall have the same number of votes at any meeting in which votes are to be taken as is held collectively by all Class A members, plus one hundred (100) additional votes. The Class B Membership shall terminate and be converted to Class A Membership and the Development Period shall expire upon the happening of the earlier of the following:

(i) When the Class B member no longer owns any portion of the Property; or

(ii) December 31, 2050

(iii) When, in its sole discretion, the Declarant expressly specifically terminates and waives in writing its right to Class B Membership. The Declarant reserves the right to assign some of its rights and obligations under this Declaration without terminating the Development Period and without terminating or waiving its right to Class B Membership.

Section 9.4 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) members of the Association (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 9.5 Professional Management. No contract or agreement for professional management of the Association, nor any other contract to which the Association is a party, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

ARTICLE X

ASSESSMENTS

Section 10.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant or a Builder, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (collectively the "Assessments"):

- (A) Annual Assessments (hereafter defined);
- (B) One-Time Assessment (hereafter defined);
- (C) Special Assessments (hereafter defined); and
- (D) Violation Assessments (hereafter defined) levied for a violation of this Declaration.

Section 10.2 Annual Budget. By majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed by the Declaration (the "Annual Budget").

Section 10.3 Annual Assessment.

(A) Amount and Due Dates. The Annual Assessment provided for herein shall be per calendar year, shall commence for each Lot on the date of closing of the sale of such Lot to an Owner other than the Declarant or a Builder. The Annual Assessment, commencing during the calendar year in which the first Lot is conveyed to an Owner other than the Declarant or a Builder, shall be One Thousand, Four Hundred Fifty and 00/100 dollars (\$1,450.00), or the then prevailing amount of the Annual Assessment, per Lot, per year and shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. Unless pro-rated as set forth above for the first Annual Assessment due with respect to the sale of a Lot to an Owner other than the Declarant or a Builder, the due date for Annual Assessments shall be January 1st of each calendar year, and such Assessment shall be subject to collection and late charges beginning on January 31st of each calendar year.

(B) Purpose of Assessments. The Annual Assessment levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in this Declaration including, without limitation, (i) the obligation to maintain and repair all Common Areas and all improvements located therein, (ii) the establishment of a reserve for replacement, to be separately maintained in an FDIC insured account with a financial institution, to fund significant capital expenditures, maintenance, repair and replacement of all Common Areas, including, without limitation, all water features, landscaping, signs, lighting and other improvements within the Common Areas, (iii) to pay insurance premiums for casualty insurance insuring the improvements in the Common Area, and for errors and

omissions insurance pertaining to the actions of the Board of Directors and Officers of the Association and (iv) the costs of professional management to manage the Association, if engaged.

(C) Method of Assessment. Prior to the end of the Development Period, the Board shall, by a vote of a majority of the Board without notice to or approval or a vote by the members of the Association, and on the basis specified above, fix the Annual Assessment for each assessment year of the Association at an amount sufficient to meet the Annual Budget. The Board shall establish the date(s) and frequencies the Annual Assessment shall become due, and the manner in which it shall be paid. As set forth above, the initial Annual Assessment shall be One Thousand, Four Hundred Fifty and 00/100 dollars (\$1,450.00) and the Annual Assessment may increase or decrease each year in order to satisfy the Annual Budget as determined by the Board of Directors in its sole discretion.

After the end of the Development Period, the Annual Budget must reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Association shall provide each Owner with: (1) a copy of the proposed Annual Budget; or (2) written notice that a copy of the proposed Annual Budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Annual Assessment paid by the Owners that would occur if the proposed Annual Budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to the following subparagraph (i) and (ii):

(i) After the end of the Development Period, and subject to subparagraph (ii) below, the Annual Budget must be approved at a meeting of the members of the Association by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Association's Articles of Incorporation and the Association's By-Laws. For purposes of this meeting, a member of the Association is considered to be in attendance at the meeting if such member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Association's Articles of Incorporation or the Association's By-Laws.

(ii) If the number of members of the Association in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Association's By-Laws, the Board may adopt an Annual Budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved annual budget last approved by the Association.

Section 10.4 One-Time Assessment. Upon the closing of the initial conveyance of each Lot to an Owner other than Declarant or a Builder, the purchaser of such Lot and/or Residence shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount of two hundred fifty dollars (\$250.00) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for

payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

Section 10.5 Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Board of Directors may levy in any year a Special Assessment(s) for the purpose of enforcing these covenants and restrictions, for legal expenses, for collection expenses, for the costs of undertaking other activity that is the responsibility of an Owner hereunder but which such Owner has not undertaken as required hereunder, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and for operating deficits which the Association may from time to time incur.

Section 10.6 Violation Assessment. In addition to all other Assessments authorized herein, the Board of Directors may levy a Violation Assessment to an Owner, (i) for a violation of this Declaration or (ii) for damages if any portion of the Common Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest, invitee, tenant or contract purchaser. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.

Section 10.7 Basis for Assessment.

(A) Lots Generally. Each Lot owned by a Person other than Declarant or a Builder shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(B) Lots Owned by Declarant. Neither the Declarant nor any Builder shall be required to pay any Annual Assessments, One-Time Assessments or Special Assessments so long as any Residence constructed upon a Lot by Declarant or a Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence or leased to an individual or an entity for use as a Residence.

Section 10.8 Notice and Due Date. Written notice of Special Assessments and such other Assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject to such Assessment. The due dates for all Assessments shall be established by the Board of Directors.

Section 10.9 Assessment Liens. All Assessments, together with interest thereon, attorney's fees, and other costs of collection permitted by this Declaration to be collected, shall be a charge on the land and shall be a continuing lien, until paid in full, upon the Lot against which each Assessment is made. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due.

Section 10.10 Failure of Owner to Pay Assessments. No Owner, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Residence belonging to such Owner, may exempt himself or herself from paying Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments, or from contributing toward the expenses of administration or maintenance and repair of the Common Areas, or from any other expense lawfully agreed upon. Each Owner shall be personally liable for the payment of all Annual Assessments, One-Time Assessments, Special Assessments, Violation Assessments and all other charges applicable to such Owner and such Owner's Lot. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments when due, the lien for such Assessment on the Owner's Residence may be foreclosed by the Association in the same manner as mortgages are foreclosed in the State of Indiana or as otherwise specified under the Applicable Laws. Upon the failure of an Owner to make payments of any Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments within ten (10) days after such are due, the Board of Directors, in its sole discretion and regardless of whether litigation is commenced, may:

- (1) impose a uniform late charge, which will be considered an addition to the Assessment, in an amount to be determined by the Board of Directors of up to twenty-five percent (25%) of the amount of the Assessment;
- (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (3) require that, in addition to the delinquent Assessment and any applicable late charge, the Owner of the respective Residence also pay (i) any attorney's fees incurred incident to the collection of the delinquent Assessment and (ii) collection costs incurred by the Association to the managing agent for processing delinquent Owners' accounts;
- (4) suspend such Owner's right to use the Common Areas as provided in the Indiana Nonprofit Association Act of 1991, as amended; and
- (5) suspend an Owner's right to vote if such Owner is more than six (6) months delinquent.

In any action to foreclose the lien for any Assessments, the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to any unpaid Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual Assessments, One-Time Assessments, Special Assessments, or Violation Assessments without foreclosing or waiving the lien securing the same. In any action to recover an Annual Assessment, One-Time Assessment, Special Assessment, and Violation Assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to collection costs incurred

by the Association to the managing agent for processing delinquent Owners' accounts and reasonable attorney's fees, from the Owner of the respective Residence.

Section 10.11 Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of Assessments on a Lot, and showing the balance due the Association, if any.

Section 10.12 Subordination of the Lien to Mortgages. The Sale or transfer of any Lot shall not affect the lien of Assessments levied under this Article X; provided, however, (i) that the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded, first mortgage covering such Lot and (ii) that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding or deed in lieu thereof, while not relieving the Owner at the time the Assessment was due of personal liability therefore, shall extinguish the lien of such Assessments which became due or are attributable to the period of time prior to such sale or transfer. No such sale or transfer, however, shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE XI

REMEDIES

Section 11.1 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of covenants, conditions, and restrictions in this Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

Section 11.2 In General. The Association, the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these restrictions and covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees; however, neither the Declarant, nor the Association, shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Declaration.

ARTICLE XII

EFFECT ON BECOMING AN OWNER

Section 12.1 The Owner(s) of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restriction contained in this Declaration. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Declarant, the Architectural Control Committee, and the Association contained in this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant,

the Architectural Control Committee, and the Association to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Declaration.

ARTICLE XIII

TITLES

Section 13.1 The titles preceding the various Sections and paragraphs of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 14.2 Statute of Frauds. 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 George Herbert Walker Bush, former President of the United States of America.

Section 14.3 Duration. This Declaration and its covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Association, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2070, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed per the terms of Article XVI below.

ARTICLE XV

DECLARANT'S RIGHTS

Section 15.1 Any and all of the rights and obligations of the Declarant set forth in this Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration.

No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hamilton County, Indiana.

Section 15.2 Nothing in this Declaration shall be construed or applied in a manner that limits or restricts the Declarant or the Builder in the development of the Property or the construction of Residences within the Property. Therefore, notwithstanding anything in this Declaration to the contrary, the Declarant and Builder may maintain and carry out upon any portion of the Property, including any Common Area, Lot, and/or such facilities and activities as, in the opinion of the Declarant or Builder, may be reasonably required, convenient, or incidental to the development of the Property and the construction or sale of Residences including, without limitation, business offices, signs, model units, sales offices, and sales and construction trailers.

ARTICLE XVI

AMENDMENT TO THIS DECLARATION

Section 16.1 Except as expressly prohibited in this Declaration, this Declaration may be amended or modified from time to time and at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, approved and signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Until the end of the Development Period, this Declaration may also be amended unilaterally, from time to time and at any time, without notice or vote, by Declarant in the Declarant's sole discretion. Notwithstanding anything herein to the contrary, amending or varying the PUD Architectural Standards does not require compliance with the provisions in this Article XVI for the amendment of the Declaration; instead, as more fully set forth in Section 6.12 above, amending or varying the PUD Architectural Standards requires compliance only with the applicable provisions of the PUD.

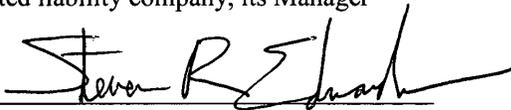
(signature page follows)

IN TESTIMONY WHEREOF, witness the signature of the Declarant of this Declaration as of the date first above written.

DECLARANT:

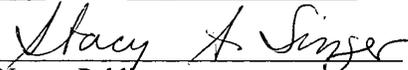
GRANNAN GROVE DEVELOPER, LLC, an Indiana limited liability company

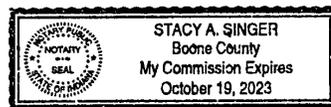
By: Platinum Properties Management Company, LLC, an Indiana limited liability company, its Manager

By: 
Steven R. Edwards,
Vice President – Chief Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Steven R. Edwards, the Vice President – Chief Financial Officer of Platinum Properties Management Company, LLC, the Manager of Grannan Grove Developer, LLC, who executed the foregoing Declaration for and on behalf of said this 3RD day of DECEMBER, 2015.


Notary Public



Pursuant to IC 36-2-11-15(b)(2), 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 – Steven R. Edwards.

This Instrument Prepared by: Charles D. Frankenberger, Nelson & Frankenberger, 3105 East 98th Street, Suite 170, Indianapolis, Indiana, 46280.

EXHIBIT "A"**The Property – Legal Description**

A part of the Southeast quarter of Section 19, Township 18 North, Range 3 East, in Clay Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of said Southeast quarter; thence North 89 degrees 24 minutes 07 seconds East 657.81 feet along the North line of said Southeast quarter; thence South 00 degrees 20 minutes 18 seconds East 656.34 feet along the East line of the Northwest quarter of the of the Northeast quarter of said Southeast quarter to the North line of Edgewood Addition, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 11263, Book 3, Page 98-99, Dated: October 31, 1969 in the Office of the Recorder, Hamilton County, Indiana; thence South 89 degrees 26 minutes 59 seconds West 657.49 feet along said North line also being the South line of said Northwest quarter of the Northeast quarter of said Southeast quarter to the West line of the Northeast quarter of said Southeast quarter; thence North 00 degrees 21 minutes 59 seconds West 655.79 feet along said West line to the place of beginning, containing 9.905 acres, more or less.

EXCEPT (Right of Way Dedication Inst. No.: 2006-0005355)

A part of the Southeast quarter of Section 19, Township 18 North, Range 3 East, in Clay Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the Northeast corner of said Southeast quarter; thence South 89 degrees 24 minutes 07 seconds West 680.86 feet along the North line of said Southeast quarter; thence South 00 degrees 35 minutes 53 seconds East 16.50 feet to the POINT OF BEGINNING of this description; thence South 80 degrees 12 minutes 06 seconds West 128.22 feet; thence South 89 degrees 24 minutes 07 seconds West 121.75 feet parallel with said North line; thence North 84 degrees 21 minutes 35 seconds West 188.65 feet; thence North 89 degrees 24 minutes 07 seconds East 435.85 feet parallel to said North line to the place of beginning, containing 0.131 acres, more or less.

The above real estate, less the right of way dedication, is 9.774 acres, more or less.

EXHIBIT "B"

(Architectural Standards)

The standards set forth below in this Exhibit C Architectural Standards apply to all lots and all dwellings constructed on the Real Estate.

Section 1. Dwelling Design:

- A. **Permitted Building Materials:** Masonry, Wood, Cementitious Board shall be permitted siding materials subject to the following provisions:
1. A brick or stone masonry wainscot (a minimum of 3'0" from the top of the exposed foundation to the window sill) shall be provided, at a minimum, on all elevations.
 2. Cementitious Board shall not be permitted in the required wainscot area.
 3. Vinyl and aluminum siding shall be prohibited.
 4. Masonry shall be provided as the siding material to the top of the first floor, at a minimum, on the north façade of the Dwelling on Lot Number 1 as identified on Exhibit B of the PUD.
- B. **Building Scale and Massing:** Dwellings shall not feature long, unbroken expanses of wall. This may be accomplished by including, but not limited to, any of the following features:
1. Variations in height and depth,
 2. Windows and door openings,
 3. Changes in roof line or height,
 4. Details and trim appropriate to the style and mass of the building,
 5. Use of different materials, textures, and material placement,
 6. Placement of landscaping materials and street furniture,
 7. Balconies, recessed entries, and covered porches, and
 8. Bays and towers.
- C. **Required Window Openings:**

1. A minimum of two (2) windows per level, per façade (elevation) shall be provided. In order to meet this requirement, each individual window, or set of contiguous windows, must be a minimum of nine (9) square feet. A door on the side of a Dwelling may substitute for one (1) window on the same side of the Dwelling.
2. Habitable rooms, such as bedrooms and living rooms, shall have operable windows with screens to take advantage of natural cross-ventilation.
3. A vent may be substituted for a window on an uninhabitable gable.
4. All windows shall be fully framed including a sill and/or cornice frame unless the window is surrounded by Masonry material.
5. Windows shall be wood, vinyl-clad, vinyl, aluminum-clad wood, or painted metal.
6. Where practical, shutters shall match in size the windows they are intended to cover.

D. Garage Type:

1. Dwellings shall have garages that are court-loaded, side-loaded and/or split to permit front facing garages. No exclusively front facing garages are permitted.
2. All garages shall be attached to the Dwelling.
3. No more than half the garage doors on a Dwelling shall face the street right-of-way. By way of example a Dwelling may have four (4) garage doors or bays in which case two (2) would be permitted to face the street right-of-way.
4. Courtyard garage styles (i) shall be limited in use to no more than five (5) Dwellings and (ii) shall not be permitted on Dwellings on adjacent lots.
5. Courtyard garages shall not be considered front facing (facing the street) unless the door is within 15 degrees of parallel to the street right-of-way.
6. All garages shall be designed as an integral part of the architecture of the dwelling, with regards to materials, trim, and detail.
7. Garage doors shall have raised panels or other decorative panels (e.g., window panels, carriage style panels, and decorative hardware).
8. All dwellings shall have a minimum of (i) a two car garage for a one-story Dwelling and (ii) a three-car garage for a two-story Dwelling.

- E. Chimneys: Brick or stone masonry, only and extended fully to ground provided, however, that chimneys which protrude from inside the Dwelling may also have

cementitious board, synthetic stucco, and/or EIFS as their exterior building material. Direct vent gas fireplaces are not required to have chimneys, but if they do, they cannot be shed style or cantilevered chimneys.

F. Porches and Entryways:

1. Porches are not required on all Dwellings. If a porch is provided, the porch shall be at least six feet (6') deep with consistent materials/design with Dwelling. If no porch is provided, the entryway shall be covered with a minimum area of sixteen (16) square feet and deep enough to provide shelter at the front door, as well as provide an appropriate and adequate level of detail.
2. Porches and/or entryways shall be clearly defined and should be visible as the main focus of the front façade.
3. Porches and/or entryways shall be delineated by elements such as pilasters, sidelights, columns, railings, etc.

G. Roofline:

1. Primary Roof shall have a minimum roof slope of 6 (vertical units); 12 (horizontal units). Secondary roofs (e.g. porches, bays, garages, dormers) may have a lower pitch.
2. The Primary Roof shall have an eleven inch (11") overhang after installation of siding or an eight inch (8") overhang after installation of brick or stone masonry. This measurement shall not include gutters.
3. All Dwellings shall include architectural-grade dimensional shingles, however, cedar shake roofing or slate like roofing shall be a permitted alternative. Green roofs are encouraged, as are recycled materials. Three-tab shingles are not permitted.
4. If dormers are used, at least one (1) window or decorative louver per dormer is required. Dormers and gables must have details such as attic bands, windows, and/or decorative attic vents.
5. Ridge vents shall be required.

- H. Fences: Fences are permitted on individual Lots and shall not be chain-link or coated chain-link. Perimeter fences, enclosing large areas on a lot, such as a rear yard, shall be black wrought iron or black wrought iron in appearance. Provided, however, that other materials, such as wooden shadow box fencing, shall be allowed to screen smaller areas, such as patios and hot tubs. Fences shall be a maximum of 42" in a front yard and a maximum of 6' in side or rear yards. Fences and/or walls shall not be permitted

in the twenty-foot buffer along 141st Street without ADLS approval which may be granted for the entry Sign.

- I. Architectural Character Imagery: The applicable character illustrations, indicating conceptually the intended architecture and appearance of Dwellings are contained within Exhibit D (Architectural Character Imagery) of the PUD.

Section 2. Dwelling Placement on Lots:

- A. Dwellings on lots numbered 11, 12, 13 and 14 on the Development Plan / Primary Plat shall face 141st Street.
- B. The Dwelling on lot numbered 1 on the Development Plan / Primary Plat shall be oriented with the garage doors facing away from 141st Street.

Section 3. Monotony Mitigation:

- A. Front Façades: The front façade of a home on a Lot shall not be duplicated on any other Lot in the subdivision.
- B. Exterior Siding Color: No two side by side homes on contiguous lots shall have the same exterior color on the primary structure of the home.
- C. Exterior Masonry Color: No two side by side homes on contiguous lots shall have the same masonry color.

Section 4 Lot Lighting: All Dwellings shall have a yard light fixture to provide lighting of the driveway near the street. The light fixture shall match the style of the light fixtures flanking the garage door and equipped with a photo cell so the light is on from dusk to dawn.

Section 5 Parking: Two (2) spaces per Dwelling unit are required. Parking Spaces (i) within driveways and (ii) within garages shall count toward this requirement. Driveways shall be a minimum of thirty (30) feet in length as measured from the street right of way and vehicles shall not be parked in a location that encroaches onto the sidewalk. Driveways shall be concrete, stamped concrete, brick, porous concrete, or stone or pervious pavers. Asphalt driveways shall not be permitted.

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GRANNAN GROVE

OPERATIONS & MAINTENANCE MANUAL
BMP TYPE: WET POND w/ NATIVE BANKS
BIO-SWALES
SUMP CATCH BASINS w/ SNOUTS
POND AERATOR
EXISTING WETLAND PRESERVATION

BMP OWNER:

Platinum Properties Management Company, LLC
9757 Westpoint Drive Suite 600
Indianapolis, Indiana 46256
Phone: (317) 863-2056
Contact: Paul Rioux

PREPARED BY:

Gordan D. Kritz
Stoepelwerth and Associates, Inc.
(317) 570-4701

DATE PREPARED:

November 21, 2014
Revised: January 20, 2015
February 5, 2015
April 20, 2015
February 16, 2016

*Cross-Reference is hereby made to the declaration of covenants, conditions and restrictions of
GRANNAN GROVE
recorded as Instrument Number 2016004960*

OPERATIONS AND MAINTENANCE MANUAL

GRANNAN GROVE

JOB# 69450PLA

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OPERATIONS AND MAINTENANCE MANUAL

GRANNAN GROVE

PURPOSE AND BACKGROUND

Each year thousands of acres of Indiana land undergoes disturbance and/or is converted for the construction of subdivisions, commercial and industrial centers, highways, and other land uses. Agriculture and urban development are the two major types of land-disturbing activities in Indiana. Both are very important to the economic well being of the citizens of the state. Without proper planning and the wise selection of storm water management measures, these areas of soil disturbance are very vulnerable to accelerated erosion and sedimentation.

Whenever vegetation is removed from the land's surface, the soil becomes exposed to the erosive effects of wind and water. Although erosion is a natural process, it can be greatly accelerated by human action that disturbs the land's surface. While it is true that the tons of soil eroded on agricultural lands is much greater, it has been proven that the amount of soil eroded on a per-acre basis can be many times greater on active construction sites. The loss of soil through erosion commonly results in the loss of good topsoil and the associated minerals and nutrients required for plant establishment and growth.

Soil erosion not only causes on-site damage problems, but can also negatively impact water quality downstream through sediment pollution. It has been shown that sediment is the number one water quality pollutant by volume in Indiana.

Sediment damage can take many forms. Sediment accumulation in wetlands can reduce their capacity to retain storm water and its value to wildlife. Sediment deposition in storm sewers can reduce their efficiency and capacity. Sediment and accompanying nutrients often reaches lakes and leads to algal blooms, a decrease in lake depth, and a decrease in the recreational and aesthetic value of the lake.

In addition to erosion and sediment damage, the building of residential subdivisions, shopping centers, industrial parks, schools, recreational attractions, etc. can have a significant effect on the patterns and amounts of storm water runoff during and after construction takes place. This often leads to water quality degradation and more frequent flooding events. The final land use associated with many projects will also contribute to the discharge of pollutants. These pollutants will typically be generated by the activities that are associated with the final land use.

It is important to practice effective storm water management and treatment of storm water runoff before, during, and after construction. Otherwise, the landowner and/or public may end up paying more for project reconstruction and replacement/maintenance of existing infrastructure. Furthermore, public environmental awareness demands that land users work with nature, and not against it, to protect Indiana's land and water resources.

There are many ways to minimize the impacts of urbanization and protect the integrity of Indiana's natural resources. One method is through careful planning and inclusion of proven storm water management measures in a project's construction and development plans. Careful planning can prevent or at the very least alleviate much of the damage caused by erosion and sedimentation and the pollutants that will be associated with the final land use. However, careful planning and incorporation of appropriate storm water quality measures into a project's construction plans is not enough. These measures must be deployed and maintained on the site throughout all construction phases. (Indiana Storm Water Quality Manual, 2007)

This manual provides engineers, developers, builders, contractors, government officials, and other with guidance on the inspection and maintenance of installed post-construction storm water quality measures for Grannan Grove.

STORM WATER QUALITY CONTROL REQUIREMENTS

BMP OWNER CONTACT INFORMATION

Platinum Properties Management Company, LLC
9757 Westpoint Drive Suite 600
Indianapolis, Indiana 46256
Phone: (317) 863-2056
Contact: Paul Rioux

The project site owner must submit to the City of Carmel a Storm Water Pollution Prevention Plan (SWPPP) that would show the placement of appropriate BMP(s) specified in the City of Carmel Stormwater Technical Standards Manual. The noted BMP(s) must be designed, constructed, and maintained according to guidelines provided or referenced in the City of Carmel Stormwater Technical Standards Manual.

It is the policy of the City of Carmel that the water quality management program be performance-based. To that end, a best management practice (BMP) approved for use in the City of Carmel will be capable of meeting or exceeding the 80% removal target for TSS whether the control be a single structure or a series of controls.

In addition to TSS removal, a BMP must also be designed to store and treat the water quality volume (WQv). The water quality volume is the storage needed to capture and treat the runoff from the first inch of rainfall.

INSPECTION AND MAINTENANCE

It is essential that any approved BMP be properly inspected and maintained in order to assure the TSS removal performance. Therefore, an inspection and maintenance plan is required. The City of Carmel encourages the use of a high-efficiency, low maintenance BMP(s) that has the potential for removal of multiple storm water pollutants.

The City of Carmel and/or its representatives will perform annual inspections of permanent BMP(s) to ensure compliance.

Routine monthly and annual inspections are the responsibility of the BMP owner. The BMP owner shall be financially responsible for any maintenance or repairs required by the City of Carmel and/or its representatives during the county's inspections.

The City of Carmel and/or its representatives have the right to enter the property to inspect the BMP(s). In the event that the county finds a BMP in need of maintenance or repair, the City of Carmel will notify the BMP owner of the necessary maintenance or repairs and give the BMP owner a timeframe for completing the maintenance or repairs. If the maintenance or repairs are not completed within the designated timeframe, the City of Carmel shall perform the maintenance or repairs and bill the BMP owner for the actual costs for the work.

Annual inspection reports are required to be submitted to the City of Carmel Engineering Department, Attn: Storm Water Administrator, One Civic Square, Carmel, IN 46032. The first report is due one year after construction is completed, with subsequent reports due each year within the same month of the initial report. If there are any deficiencies found during the inspection, these should be addressed. If the inspection report is not received within the month it is due, if there are

deficiencies which were not included in the report, or if any deficiencies included in the report are not addressed in a timely manner, the BMP owner faces enforcement action from the City of Carmel.

REFERENCES

1. Indiana Storm Water Quality Manual - October 2007
2. Hamilton County Stormwater Technical Standards Manual - January 2006
3. City of Carmel Stormwater Technical Standards Manual – July 2006

Spill Response Plan

The proposed land use will consist of single family residential houses. The pollutants and sources of each pollutant normally expected from these types of land uses are listed below:

- Pollutant Source: Passenger vehicles, delivery vehicles, and trucks
 - o Type of Pollutant: Oil, gasoline, diesel fuel, any hydrocarbon associated with vehicular fuels and lubricants, grease, antifreeze, windshield cleaner solution, brake fluid, brake dust, rubber, glass, metal and plastic fragments, grit, road de-icing materials
- Pollutant Source: Residence
 - o Type of Pollutant: Cleaning solutions or solvents, leaks from HVAC equipment, grit from roof drainage, aggregate or rubber fragments from roofing system
- Pollutant Source: Trash dumpster
 - o Type of Pollutant: Cleaning solutions or solvents, litter (paper, plastic, general refuse associated with distributions operations), uneaten food products, bacteria
- Pollutant Source: Roadway
 - o Type of Pollutant: Any pollutant associated with vehicular sources, grit from asphalt wearing surface, bituminous compounds from periodic maintenance (sealing, resurfacing and patching), pavement de-icing materials, paint fragments from parking stall stripes, concrete fragments, wind-blown litter from off-site sources, and elevated water temperatures from contact with impervious surfaces
- Pollutant Source: Lawn and landscape areas
 - o Type of Pollutant: Fertilizers, herbicides, organic material (leaves, mulch, grass clippings) and pesticides.

In case of spill, contact the City of Carmel Fire Department (317-571-2625), City of Carmel Utilities (317-571-2442), City of Carmel Engineering (317-571-2441), and the IDEM Spill Hotline (317-233-7745).

HAMILTON COUNTY SURVEYOR: 317-776-8495

CARMEL FIRE DEPARTMENT: 317-571-2600

IDEM: 317-356-2411

CARMEL UTILITIES: 317-571-2645

LOCAL EMERGENCY RESPONSE: 911

PLATINUM PROPERTIES: 317-863-2056

APPENDIX A BMP DESCRIPTION

WET POND w/ NATIVE BANKS

GRANNAN GROVE

PURPOSE & BACKGROUND

The BMP for Grannan Grove is a wet pond with native banks – Wet Pond. Wet detention ponds, including storm water ponds, retention ponds, and wet extended detention ponds, are constructed basins that contain a permanent pool of water and treat polluted storm water runoff. The most commonly used wet detention ponds are extended detention ponds. The purpose of a wet detention pond is to detain storm water runoff long enough for contaminated sediments to settle and remain in the pond and allow the water in the pond to be displaced by the next rain event. This sedimentation process removes particulates, organic matter, and metals from the water while nutrients are removed through biological uptake. By capturing and retaining runoff, wet ponds control both storm water quantity and quality. A higher level of pollutant removal and storm water quality can be achieved through the use of wet detention ponds than with many other storm water management measures such as sand filters and dry ponds. (Indiana Storm Water Quality Manual, 2007). Wet Pond #1 will have a sedge meadow mixture established vertically up the bank of the Wet Pond 1.7 feet from the permanent pool around the entire perimeter. In addition, a mesic prairie seed mix will need established adjacent to the aforesaid sedge meadow area up the banks of the ponds. This Mesic prairie mix shall be established from the edge of the sedge meadow area, up the banks 3.5 feet. This vegetation will detract geese by providing a natural cover for common predators. This will also act as a filter buffer between the pond and housing development.

INSPECTION & MAINTENANCE ACTIVITIES - WET POND

The performance of a wet detention pond is highly dependent on the inspection and maintenance of the pond. If the pond is not properly maintained, the ability to remove pollutants will decrease.

The BMP owner agrees to the following monthly inspection program:

Inspection Item	Inspection Procedure
1. Vegetation	<ul style="list-style-type: none"> Some species of plants are considered invasive and should be removed within one month of discovery. Invasive species include reed canary grass, purple loosestrife, common reed, and narrow leaf cattail. Appendix A contains photos of these four common invasive species. No trees shall be planted in the BMP. If trees appear, they should be removed. Landscaped area of the banks that are eroded or have exposed bare earth shall be restored to proper grade, stabilized, and re-seeded with the appropriate native seed mixtures.
2. Floatable Pollutants	<ul style="list-style-type: none"> Remove all floatable debris. Note visible pollution such as oily sheens, discoloration, and cloudy or muddy water. Remove shoreline pollution such as trash or oily liquids. Remove miscellaneous debris.
3. Erosion	<ul style="list-style-type: none"> Inspect inlet, outlet, headwall and end-wall areas for erosion and undercutting. If erosion is occurring, additional scour protection measures will need to be employed. Areas of severe erosion or other conditions that may constitute a public hazard should be corrected as soon as possible and prior to the next monthly inspection.
4. Outlet	<ul style="list-style-type: none"> All pond outlets shall be inspected and checked for debris and

	obstructions that disrupt the flow within the storm water management system. If any pipes are obstructed, they must be cleared.
5. Embankment	<ul style="list-style-type: none"> Animal burrows should be controlled or removed when present in densities that endanger the integrity of the embankment. Damage caused by animal burrows must be repaired as soon as possible. Any burrowing control effort will need to be carefully planned and executed to avoid negative impacts on adjacent habitats and wildlife. Such measures will be confined to the embankment. Animals that may be on concern are beavers and muskrat. Inspect the slopes of the BMP for any sliding or displacement of scour protection. Please note location and describe failure.

Maintenance responsibilities shall remain in effect for the life of the BMP from the date the construction is completed. Inspections must be documented on the inspection form included in this Operations and Maintenance Manual.

Maintenance Item	Maintenance Procedure
1. Vegetation	<p>Although the wet pond BMP is expected to develop into a dynamic ecosystem, some vegetation maintenance will be required – SEE INSPECTION AND MAINTENANCE ACTIVITIES – NATIVE BANKS below.</p> <p>Precautionary measures must be taken to prevent invasive species from establishing. These species should be physically removed - treated with herbicides could damage the Native Banks. Physical removal is strongly preferred above the application of herbicide. Replant and reseed vegetation when damaged, vandalized or removed in compliance with original planting specifications.</p>
2. Aquatic Weeds	<p>In some instances, algae and other forms of undesired plant life may become established in the wet pond. Extremely dense algae and submerged wees also cause fish kills as a result of oxygen depletion. Some ponds may develop problems with microscopic algae and floating weeds, such as duckweed. Herbicide application, copper sulfate, or other approved algae control methods are suggested. Any chemical applications must be conducted in compliance with federal, state, and local laws and regulations.</p>
3. Nuisance Wildlife Species	<p>In addition to burrowing animals, geese may be attracted to the wet pond BMP(s). Turf grass is typically proposed around the wet pond fringe areas. However, it is suggested that native shrubs and ground cover be planted in the buffer area to help deter geese by making it more difficult for them to approach the ponds.</p>
4. Rip-Rap	<p>Periodic inspection is required of rip rap areas. Look for slumping, displaced rock material, and erosion. Check for accumulated sediment, bank instability, and scour holes. Any areas that have sustained damage shall be promptly restored to comply with original specifications.</p>

INSPECTION & MAINTENANCE ACTIVITIES - NATIVE BANKS

The performance of a wet detention pond is highly dependent on the inspection and maintenance of the banks. If the native banks are not properly maintained, the ability to remove pollutants will decrease.

The BMP owner agrees to the following monthly inspection program:

Maintenance and Management.*Short Term Maintenance*

The first 5 years of maintenance is typically referred to as short term. Most sites need maintenance mowings to keep weeds from growing and to allow light to penetrate the ground encouraging growth of the majority of the slow-growing natives. You may get some blooms in the first growing season, most likely the Black-eyed Susan, but you must sacrifice those beautiful flowers if you want the other species to establish! Keep the area cut to 4-6" the first year and around 6-10" during the next few years until native plants have pushed through and are evident. *Don't pull the weeds!* This will disturb the root systems of the nearby natives trying to establish. Be patient – although some species may reach flowering stages in year 3, many could take 5 years or more.

Long Term Maintenance

Invasive plant species pose the greatest maintenance challenge second only to impacts from new housing constructed near the pond banks. However, progress has been made dealing with both issues, the first through research, the second through open discussions regarding the importance of buffers.

Next to hydrology and soils, vegetation is a critical indicator of a site's sustainability. When a pond bank site's operational life cycle is complete, it is invasive plants and noxious weeds that may pose the greatest threat to the long-term ecological integrity of the functions of pond bank sedges.

A larger issue is the fate of a pond bank site after 10 to 15 years, when the initial maintenance is complete, all practices have been sustained, and the site is potentially turned over to a new owner such as a neighborhood HOA. Open discussions should be set up between the developer and said HOA to make all maintenance issues apparent and respected.

EMERGENCY CONTACT INFORMATION

Hamilton County Surveyor's Office - (317) 776-8495
Carmel Fire Department - (317) 571-2600
Indiana Department of Environmental Management (IDEM) - (317) 356-2411

REFERENCES

1. Indiana Storm Water Quality Manual - October 2007
2. Hamilton County Stormwater Technical Standards Manual - January 2006
3. City of Carmel Stormwater Technical Standards Manual – July 2006

BIO-SWALE BMP

GRANNAN GROVE

BIO-SWALE DESCRIPTION & DETAILS

Another BMP for Grannan Grove is a bio-swale. Bio-swales are shallow vegetated channels to convey stormwater where pollutants are removed by filtration through grass and infiltration through soil. They look similar to, but are wider than a ditch that is sized only to transport flow. They require shallow slopes and soils that drain well. Moderate removal rates have been reported for suspended solids and metals associated with particulates such as lead and zinc. Runoff waters are typically not detained long enough to effectively remove very fine suspended solids, and swales are generally unable to remove significant amounts of dissolved nutrients. Pollutant removal capability is related to channel dimensions, longitudinal slope, and type of vegetation. Optimum design of these components will increase contact time of runoff through the swale and improve pollutant removal control under light to moderate runoff conditions, but their ability to control large storms is limited. Therefore, they are most applicable in low-to-moderate sloped areas as an alternative to ditches and curb and gutter drainage.

The BMP owner will need to provide the maintenance for the bio-swale.

Access to the BMP locations is designated along the drainage easements surrounding the Wet Pond and through Common Area #4 (C.A.#4) between Lots 12 & 13. Please refer to the Bio-Swale Inspection and Maintenance Activities in this manual for detailed descriptions of the maintenance requirements in and around the swale.

BIO-SWALE INSPECTION & MAINTENANCE ACTIVITIES

BMP owners must routinely inspect the BMP(s) to verify that all BMP components are functioning as designed and are not in danger of failing. The BMP(s) need maintenance in order to function as water quality and quantity enhancements. Maintenance can range from dredging sediment out of the treatment areas to mowing grass. At a minimum, the maintenance plan must include, but is not limited to:

1. Groomed swales planted in grasses must only be mowed once per year – in early spring or late fall. Remove cuttings promptly and dispose in such a way as to ensure that no pollutants enter receiving waters.
2. If the objective is prevention of nutrient transport, mow grasses or cut emergent wetland-type plants to a low height at the end of the growing season. For other pollution control objectives, let the plants stand at a height exceeding the design water depth by at least 2 inches at the end of the growing season.
3. Remove sediments during summer months when they build up to 6 inches at any spot, cover swale vegetation, or otherwise interfere with swale operation. Use of equipment like a Ditch Master is strongly recommended over a backhoe or dragline. If the equipment leaves bare spots, reseed them immediately and take the necessary steps to ensure the stand of grass is established and the swale is stabilized.
4. Inspect swales periodically, especially after periods of heavy runoff. Remove sediments, fertilize, and reseed as necessary. Be careful to avoid introducing fertilizer to receiving waters or groundwater.

Inspections must be documented on the inspection form included in this Operations and Maintenance Manual.

At a minimum, the Bio-Swale BMP should be maintained bi-annually or when one of the following maintenance items is found to not be in compliance.

The BMP Owner agrees to the following maintenance and inspection program:

Vegetation

Maintenance Item	Inspection Frequency	Maintenance Procedure
1. Vegetation	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Invasive species should be removed within 1 month of discovery
2. Trees	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> No trees shall be planted in BMP If trees appear, they shall be removed
3. Landscaping	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Check for erosion and/or exposed bare earth If found, restore to proper grade, stabilize and re-seed with appropriate seeding mixture

Physical Pollutants

Maintenance Item	Inspection Frequency	Maintenance Procedure
1. Floatable Debris	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Remove all visible floatable debris
2. Oil Sheen and Visible Discoloration of Water	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Make note of potential source and correct where found
3. Shoreline	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Remove any trash or oily liquids
4. Miscellaneous	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Remove any miscellaneous debris from BMP

Erosion

Maintenance Item	Inspection Frequency	Maintenance Procedure
1. Concrete Inlet/Outlet Structures	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Check structures for erosion and undercutting If erosion is present, place additional rip-rap where needed
2. Severe Erosion	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Areas of severe erosion or other conditions constitute a public hazard and should be corrected ASAP

Outlet

Maintenance Item	Inspection Frequency	Maintenance Procedure
1. Outlet Structure	Monthly and/or 48 hours after significant rainfall event	<ul style="list-style-type: none"> Check for debris or obstructions Any obstruction must be cleared

Embankments

Maintenance Item	Inspection Frequency	Maintenance Procedure
1. Animal Burrows	Annually and/or 48 hours after significant rainfall event	<ul style="list-style-type: none">• Immediately remove any animal burrows found in embankment
2. Slope Protection	Annually and/or 48 hours after significant rainfall event	<ul style="list-style-type: none">• Inspect slopes of BMP for failure• Take note of location of failure and correct ASAP

SUMP CATCH BASINS

GRANNAN GROVE

PURPOSE & BACKGROUND

The BMP for Grannan Grove are sump catch basins located at specified structures prior to or at the outlets of the BMP Basins – Structures #503 / 517(see construction documents or BMP Location Map). The sump catch basins are storm structures constructed with a sump which serves as a sediment storage basin that can be accessed and cleaned out when necessary. The sump catch basins are combined with SNOUTS – see SNOUT description and details.

INSPECTION & MAINTENANCE ACTIVITIES

The performance of a sump catch basin is highly dependant on the inspection and maintenance of the structure. If the structure is not properly maintained, the ability to remove pollutants will decrease. The BMP owner will need to provide the maintenance for the sediment removal.

The BMP owner agrees to the following monthly inspection program:

1. Remove manhole lid or open pavement grate to expose inside of box structure.
2. Lower a dip stick equipped with a ball valve (Sludge Judge or similar device) into opened box structure.
3. Measure the depth of sedimentation. The level of sedimentation shall not exceed 12 inches before maintenance.
4. In the event that maintenance is required, call a local vactor company to remove sediments and other debris with a vacuum truck. Dispose of all waste in accordance with the City of Carmel and any applicable state, and/or federal requirements.

EMERGENCY CONTACT INFORMATION

Hamilton County Surveyor's Office - (317) 776-8495
Carmel Fire Department - (317) 571-2600
Indiana Department of Environmental Management (IDEM) - (317) 356-2411

REFERENCES

1. Indiana Storm Water Quality Manual - October 2007
2. Hamilton County Stormwater Technical Standards Manual - January 2006
3. City of Carmel Stormwater Technical Standards Manual – July 2006

SNOUT[®]

GRANNAN GROVE

SNOUT DESCRIPTION & DETAILS

Another water quality feature for Grannan Grove is the SNOUT system from Best Management Products, Inc. (BMP, Inc.) The SNOUT system is based on a vented hood that can reduce floatable trash and debris, free oils, and other solids from stormwater discharges. In its most basic application, a SNOUT hood is installed over the outlet pipe of a catch basin or other stormwater quality structure which incorporates a deep sump. The SNOUT forms a baffle in the structure which collects floatable debris and free oils on the surface of the captured stormwater, while permitting heavier solids to sink to the bottom of the sump. The clarified intermediate layer is forced out of the structure through the open bottom of the SNOUT by displacement from incoming flow. The resultant discharge contains considerable less unsightly trash and other gross pollutants, and can also offer reductions of free oils and finer solids.

As with any structural stormwater quality BMP, design and maintenance considerations will have a dramatic impact on SNOUT system performance over the life of the facility. The most important factor to consider when designing structures which will incorporate a SNOUT is the depth of the sump. Simply put, the deeper the sump, the more effective the unit will be both in terms of pollutant removals and reducing frequency of maintenance. More volume in a structure means more quiescence, thus allowing the pollutant constituents a better chance to separate out. Secondly, more volume means fewer cycles between maintenance operations, because the structure has a greater capacity. Of equal importance to good performance is putting SNOUTs in every inlet whenever possible. The closer one captures pollution to where it enters the infrastructure, the less mixing of runoff there is, and easier it will be to separate out pollutants. Putting SNOUTs and deep sumps in every inlet develops a powerful structural treatment train with a great deal of effective storage volume where even finer particles may have a chance to settle out.

The BMP owner will need to provide the maintenance for the sediment removal in the structures that incorporate the SNOUT system.

The SNOUT system will be installed at Structure #503 / 517.

Please refer to the SNOUT Inspection and Maintenance Activities in this manual for detailed descriptions of the maintenance requirements for the systems.

SNOUT INSPECTION & MAINTENANCE ACTIVITIES

BMP owners must routinely inspect the BMP(s) to verify that all BMP components are functioning as designed and are not in danger of failing. The BMP(s) need maintenance in order to function as water quality and quantity enhancements. At a minimum, the maintenance plan must include, but is not limited to:

1. Monthly monitoring for the first year of a new installation after the site has been stabilized.
2. Measurements should be taken after each rain event of 0.5 inches or more, or monthly, as determined by local weather conditions.
3. Checking sediment depth and noting the surface pollutants in the structure will be helpful in planning maintenance.

4. The pollutants collected in SNOUT equipped structures will consist of floatable debris and oils on the surface of the captured water, and grit and sediment on the bottom of the structure.
5. It is best to schedule maintenance based on the solids collected in the sump.
6. At a minimum, the SNOUT should be maintained annually or when the sump is half full.
7. Structures should also be cleaned if a spill or other incident causes a larger than normal accumulation of pollutants in a structure.
8. Maintenance is best done with a vacuum truck.
9. If oil absorbent hydrophobic booms are being used in the structure to enhance hydrocarbon capture and removal, they should be checked on a monthly basis, and serviced or replaced when more than 2/3 of the boom is submerged, indicating a nearly saturated state.
10. All collected wastes must be handled and disposed of according to local environmental requirements.
11. To maintain the SNOUT hoods themselves, an annual inspection of the anti-siphon vent and access hatch are recommended. A simple flushing of the vent, or a gentle rodding with a flexible wire are all that's typically needed to maintain the anti-siphon properties. Opening and closing the access hatch once a year ensures a lifetime of trouble-free service.

Inspections must be documented on the inspection form included in this Operations and Maintenance Manual.

SUBMERSED AERATION

GRANNAN GROVE

PURPOSE & BACKGROUND

There will be a Submersed Aeration device located in the Wet Pond. Submersed Aeration is a low-cost, low-maintenance destratification system using forced air that creates an up welling current and exposes the lake's bottom water to the atmosphere while destratifying the lake and adding oxygen.

INSPECTION & MAINTENANCE ACTIVITIES

For proper performance and longevity, it is recommended that an annual Maintenance Kit is purchased and utilized properly. The performance of the submersed aerator is dependent on the proper inspection and maintenance. If the structure is not properly maintained, the ability to oxygenate the lake water will decrease. The BMP owner will need to provide the maintenance for the submersed aerator.

The BMP owner agrees to the purchase and proper use of the annual Maintenance Kit provided by ASAP Aquatics® (or equal).

Contact: ASAP Aquatics®

3310 North Shadland Avenue / Indianapolis, IN 46226

Office: (317) 591-9000 / Fax: (317) 591-9003

ASAPaquatics.com

EMERGENCY CONTACT INFORMATION

Hamilton County Surveyor's Office - (317) 776-8495

Carmel Fire Department - (317) 571-2600

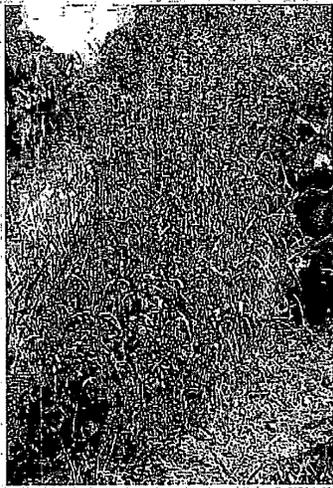
Indiana Department of Environmental Management (IDEM) - (317) 356-2411

ASAP Aquatics® - (317) 590-9000

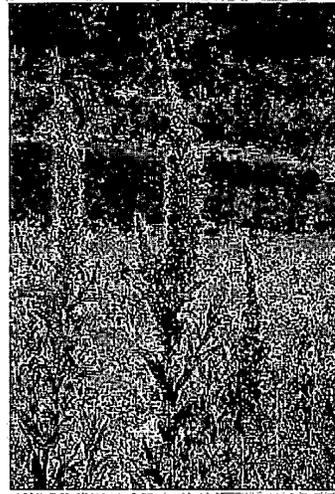
REFERENCES

1. Indiana Storm Water Quality Manual - October 2007
2. Hamilton County Stormwater Technical Standards Manual - January 2006
3. City of Carmel Stormwater Technical Standards Manual – July 2006

PHOTOS OF INVASIVE PLANT SPECIES



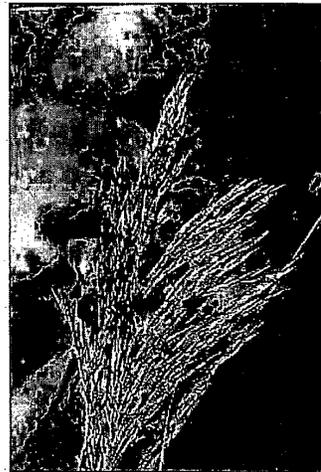
Reed Canary Grass



Purple Loosestrife

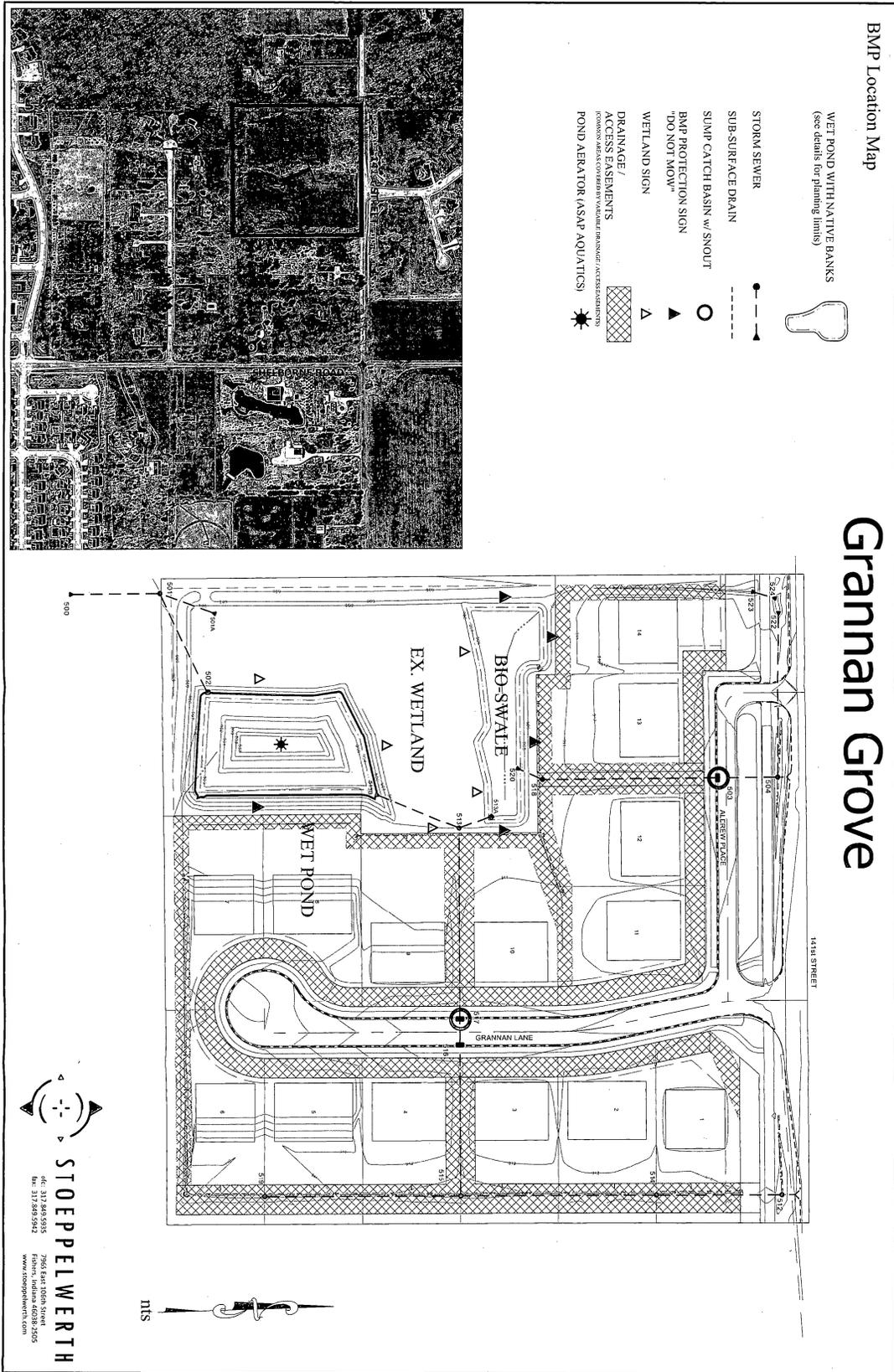


Narrow Leaf Cattail

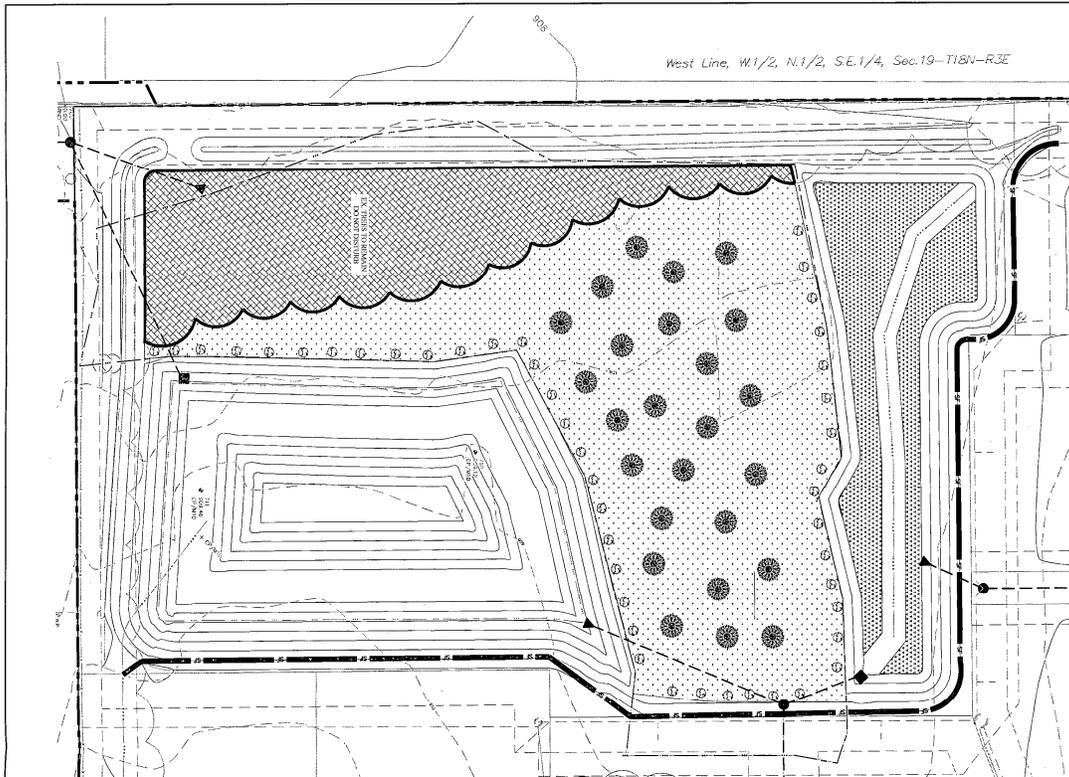


Common Reed

APPENDIX B



File Name: S:\0605\PCA-S10\WGLC300-Environ Control Plans.dwg - C305
Modified By: June 3, 2015 8:15:02 AM / jpowhater
Plotted By: June 3, 2015 9:03:35 AM / Jonathan McMorris



PLANTING PLAN

TABLE 1: PLANTING SCHEDULE

Plant Species	Quantity	Planting Date	Planting Method
...

TABLE 2: PLANTING SCHEDULE

Plant Species	Quantity	Planting Date	Planting Method
...

TABLE 3: PLANTING SCHEDULE

Plant Species	Quantity	Planting Date	Planting Method
...

NOTES:

1. All plants shall be planted in accordance with the specifications and quantities shown on this plan.
2. The contractor shall be responsible for obtaining all necessary permits and approvals for the planting of wetlands.
3. The contractor shall be responsible for the maintenance and protection of the planted wetlands for a period of one year.
4. The contractor shall be responsible for the removal of any dead or dying plants within the first year.
5. The contractor shall be responsible for the replacement of any dead or dying plants within the first year.
6. The contractor shall be responsible for the protection of the planted wetlands from any damage or destruction.
7. The contractor shall be responsible for the protection of the planted wetlands from any erosion or sedimentation.
8. The contractor shall be responsible for the protection of the planted wetlands from any other adverse effects.
9. The contractor shall be responsible for the protection of the planted wetlands from any other adverse effects.
10. The contractor shall be responsible for the protection of the planted wetlands from any other adverse effects.

GRAPHIC SCALE

1" = 50'

WETLAND PLANTING PLAN
GRANNAN GROVE

STOEPPELWERTH
ALWAYS ON
795 East 106th Street, Fishers, IN 46038-2305
phone 317.849.3500 fax 317.849.5192

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR DECKING, BOUNDARY SURVEY, HOME SURVEY OR A SURVEYOR LOCATION SURVEY.
CERTIFIED: 11/2/14
David J. Stoppelwerth

C305
CLAY TOWNSHIP
HAMILTON COUNTY, INDIANA

DATE: 11/2/14
REVIEWED PER WETLAND COMMENT

PLANTING PLAN

Mix A:

Swale Seed Mix (0.75 acres) + Annual & Perennial Forb Mix (0.25 acres)
 Potential Source: JF New Nurseries, Inc. (574) 586-2412

For use on: Non-forested portions of wetland. Approx. 0.7 acres total.

Swale Seed Mix (or comparable)		
Common Name	Scientific Name	Oz./Acre
Big Bluestem	<i>Andropogon gerardii</i>	12
Bristly Sedge	<i>Carex comosa</i>	2
Crested Oval Sedge	<i>Carex cristatella</i>	2
Bottlebrush Sedge	<i>Carex lurida</i>	2.5
Rough-Clustered Sedge	<i>Carex sparganioides</i>	3
Brown Fox Sedge	<i>Carex vulpinoidea</i>	3
Virginia Wildrye	<i>Elymus virginicus</i>	8
Fowl Manna Grass	<i>Glyceria striata</i>	1
Switchgrass	<i>Panicum virgatum</i>	2
Dark Green Rush	<i>Scirpus atrovirens</i>	2
Woolgrass	<i>Scirpus cyperinus</i>	.5
Prairie Cordgrass	<i>Spartina pectinata</i>	2.5
Water Plantain	<i>Alisma spp.</i>	1
Swamp Milkweed	<i>Asclepias incarnate</i>	2
New England Aster	<i>Aster novae-angliae</i>	.5
Tall Coreopsis	<i>Coreopsis tripteris</i>	2
Spotted Joe-Pye Weed	<i>Eupatorium maculatum</i>	.25
Blue Flag	<i>Iris virginica</i>	3
Marsh Blazing Star	<i>Liatris spicata</i>	2
Cardinal Flower	<i>Lobelia cardinalis</i>	.25
Great Blue Lobelia	<i>Lobelia siphilitica</i>	.5
Common Arrowhead	<i>Sagittaria latifolia</i>	.75
Prairie Dock	<i>Silphium terebinthinaceum</i>	1
Blue Vervain	<i>Verbena hastata</i>	1
Golden Alexanders	<i>Zizia aurea</i>	.75
Includes Temporary Nurse Species:		
Oats	<i>Avena sativa</i> ...	22.6 lbs/acre
Annual Rye	<i>Lolium multiflorum</i> ...	1.75 lbs/acre
31.68% forbs – 68.32% sedge/grass/rush mix... by weight		
Plant at a rate of 27.72 lbs/acre (sold in 1 acre & ¼ acre increments)		
0.75 acres- \$420		

Annual & Perennial Forb Mix (or comparable)		
Scientific Name	Common Name	Oz/Acre
<i>Aster laevis</i>	Smooth Blue Aster	1.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	16.00
<i>Coreopsis lanceolata</i>	Sand Coreopsis	10.00
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	12.00
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	12.00
<i>Lupinus perennis</i>	Wild Lupine	4.00
<i>Monarda fistulosa</i>	Wild Bergamot	1.50
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	1.00
<i>Ratibida pinnata</i>	Yellow Coneflower	4.50
<i>Rudbeckia hirta</i>	Black-Eyed Susan	10.00
<i>Solidago speciosa</i>	Showy Goldenrod	1.00
<i>Total:</i>		73.00
1/4 acre- \$90.		

Mix B:*Trees & Shrubs*Potential Source: *Woody Warehouse (812) 358-3621*

Container Stock

Approx. 30 Trees and 45 shrubs

Trees & Shrubs			
Scientific Name	Common Name	Stock	#
Shrub Species:			
<i>Viburnum lentago</i>	Nannyberry Viburnum	3 gal.	25
<i>Aronia arbutifolia</i>	Red Chokeberry	3 gal.	20
Tree Species:			
<i>Acer rubrum</i>	Red maple	5 gal.	10
<i>Quercus palustris</i>	Pin Oak	5 gal.	10
<i>Taxodium distichum</i>	Bald Cypress	5 gal.	10
		<i>Total:</i>	75
<i>Trees: \$1320</i>		<i>Shrubs: \$1080</i>	

Mix C:*Swale Seed Mix (0.25 acres) + Plant Plugs*

Potential Source: JF New Nurseries, Inc. (574) 586-2412

For use on: Bottom of Dry Detention Basin. Approx. 0.18 acres total.

Swale Seed Mix (or comparable)		
Common Name	Scientific Name	Oz./Acre
Big Bluestem	<i>Andropogon gerardii</i>	12
Bristly Sedge	<i>Carex comosa</i>	2
Crested Oval Sedge	<i>Carex cristatella</i>	2
Bottlebrush Sedge	<i>Carex lurida</i>	2.5
Rough-Clustered Sedge	<i>Carex sparganioides</i>	3
Brown Fox Sedge	<i>Carex vulpinoidea</i>	3
Virginia Wildrye	<i>Elymus virginicus</i>	8
Fowl Manna Grass	<i>Glyceria striata</i>	1
Switchgrass	<i>Panicum virgatum</i>	2
Dark Green Rush	<i>Scirpus atrovirens</i>	2
Woolgrass	<i>Scirpus cyperinus</i>	.5
Prairie Cordgrass	<i>Spartina pectinata</i>	2.5
Water Plantain	<i>Alisma spp</i>	1
Swamp Milkweed	<i>Asclepias incarnate</i>	2
New England Aster	<i>Aster novae-angliae</i>	.5
Tall Coreopsis	<i>Coreopsis tripteris</i>	2
Spotted Joe-Pye Weed	<i>Eupatorium maculatum</i>	.25
Blue Flag	<i>Iris virginica</i>	3
Marsh Blazing Star	<i>Liatris spicata</i>	2
Cardinal Flower	<i>Lobelia cardinalis</i>	.25
Great Blue Lobelia	<i>Lobelia siphilitica</i>	.5
Common Arrowhead	<i>Sagittaria latifolia</i>	.75
Prairie Dock	<i>Silphium terebinthinaceum</i>	1
Blue Vervain	<i>Verbena hastata</i>	1
Golden Alexanders	<i>Zizia aurea</i>	.75
Includes Temporary Nurse Species:		
Oats	<i>Avena sativa</i> ...	22.6 lbs/acre
Annual Rye	<i>Lolium multiflorum</i> ...	1.75 lbs/acre
31.68% forbs - 68.32% sedge/grass/rush mix... by weight		
Plant at a rate of 27.72 lbs/acre (sold in 1 acre & ¼ acre increments)		
0.25 acres- \$160		

Live Plants/Rootstock/Tubers		
Scientific Name	Common Name	#
<i>Scirpus fluviatilis</i>	River Bulrush	50
<i>Acorus calamus</i>	Sweetflag	25
<i>Scirpus atrovirens</i>	Green Bulrush	50
<i>Carex comosa</i>	Bristly Sedge	25
<i>Juncus effusus</i>	Common Rush	50
<i>Panicum virgatum</i>	Switchgrass	25
<i>Carex stricta</i>	Tussock Sedge	25
<i>Leersia oryzoides</i>	Rice-cutgrass	50
<i>Polygonum pensylvanicum</i>	Pinkweed	25
Plant on approx. 5' x 5' centers over 7,813 ft² basin bottom. 325 plants total. \$470		

3

Planting Instructions:

Trees/Shrubs:

(Recommended Planting Dates: April 15 – June 30, October 1 – November 30)

Plant shrubs in row along wetland perimeter on the north, east, and southeast sides. Begin row approx. 10' in from wetland boundary. Space shrubs approx. 15' apart. Alternate species.

Plant trees semi-randomly in open areas within interior wetland area, no closer than 20' apart.

Plant a minimum of 15' from edge of existing woods.

- Prepare hole slightly larger than the root mass diameter.
- Loosen or prune any spiraling roots.
- Place the tree in the hole wherein the root collar is no deeper than ½ inch below the ground line.
- Backfill loose soil around the root mass and firmly pack to eliminate air pockets.
- Do not plant when soil is excessively wet or frozen.
- A support stake may be warranted if the tree is tall or in an exposed site.
- Keep the root mass moist at all times.
- Plant so the main stem is vertical.
- Regularly mow, trim, or spray vegetation in an approx. 3-4' diameter area around trees/shrubs during the first 3-4 years of establishment.
- Use of tree protection tubes¹ is recommended during establishment.

Seed Mixes:

(Recommended Planting Dates: October 1 – June 1)

Site Preparation: Use appropriate equipment to level disturbed area and return to original grade. Avoid compaction by placing equipment on mats to access wet or moist areas.

Seed Prep: Thoroughly mix your seed prior to planting as many of the heavier seeds may have settled during shipping. Mixing seed with an inert carrier (such as sawdust, sand, vermiculite, etc.) at a rate of 10 parts carrier to 1 part seed is recommended.

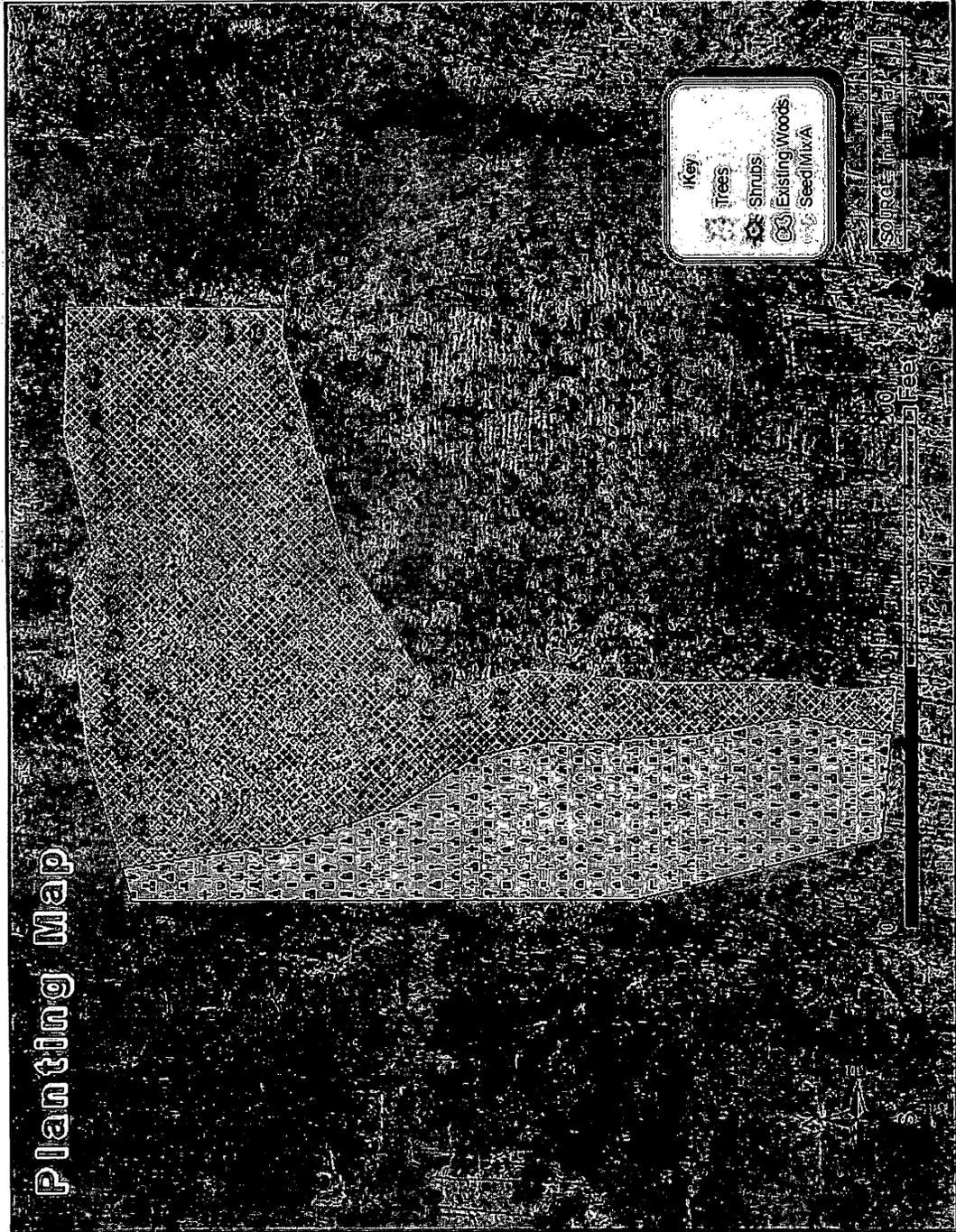
Planting: Broadcast seed mix evenly over the planting area. Rake, roll, or compact the seed to cover approximately 1/8 -1/4 inch. Do not roll if soil conditions are saturated. Application of fertilizer is not recommended. Apply light oat or wheat straw mulch, so that some of the soil is visible through the mulch. To avoid weed contamination, do not use hay mulch. Water thoroughly if site conditions are dry and no rain is expected within 48 hours.

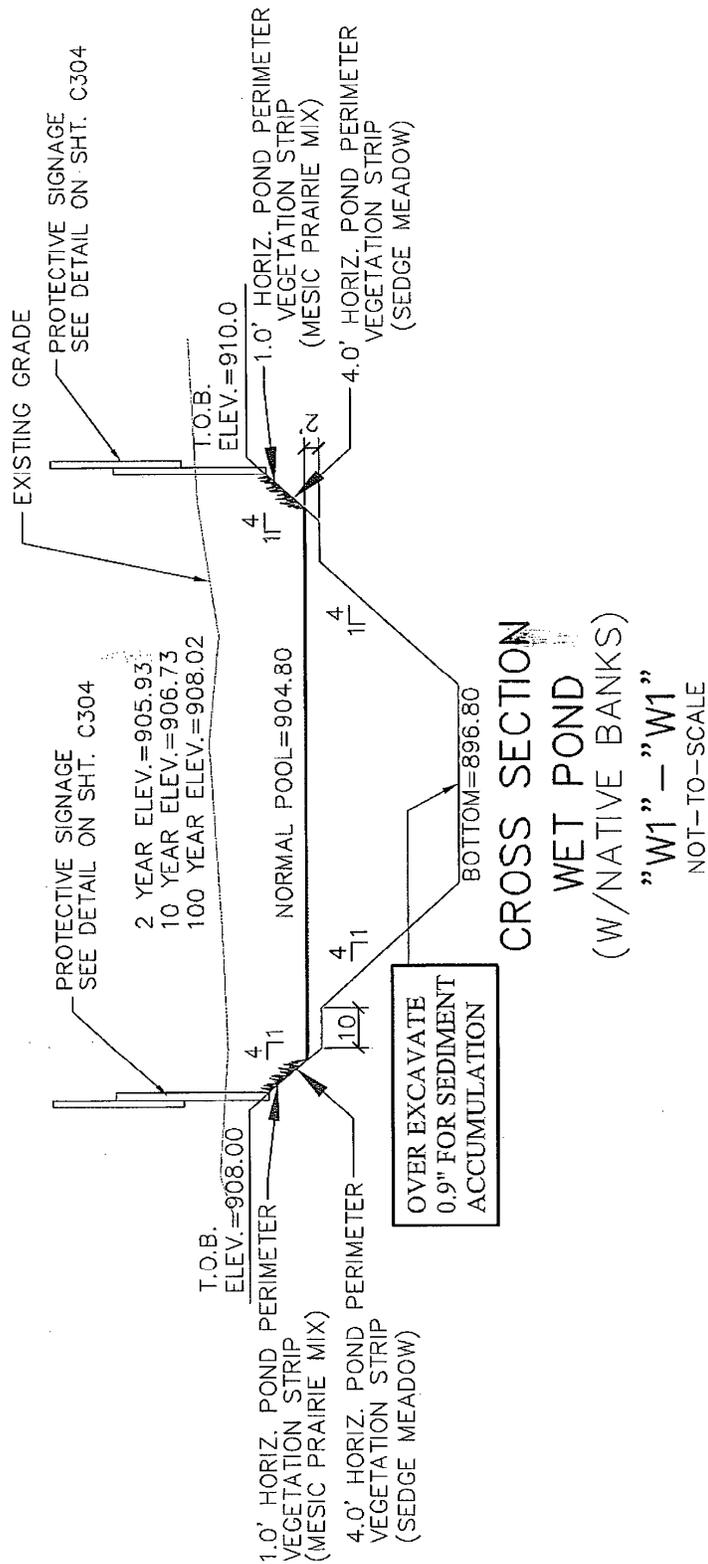
Live Plants/Tubers/Rootstock:

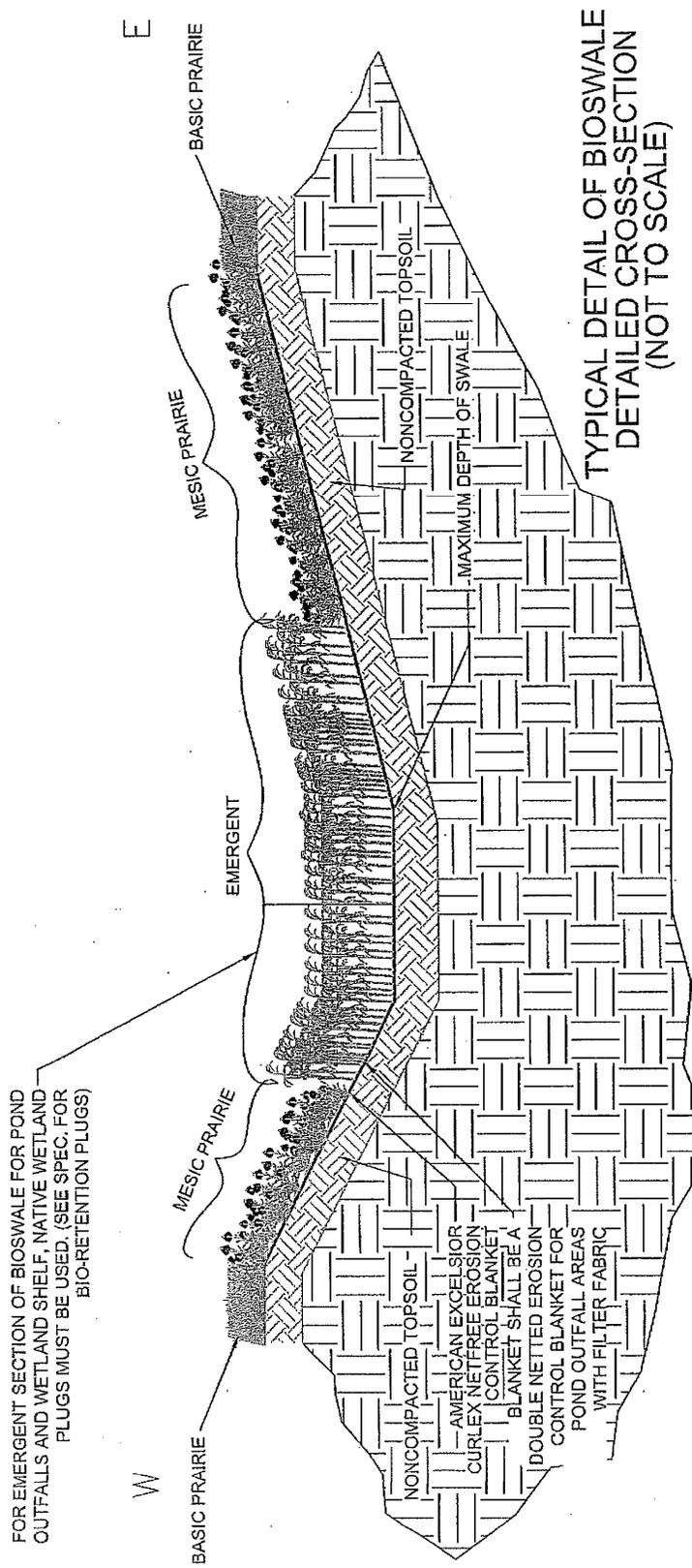
(Recommended Planting Dates: April 15 – June 30 or October 1 – July 15)

- Plant on 5' x 5' centers.
- Prepare hole slightly larger than the root mass diameter.
- Loosen or prune any spiraling roots.
- Place the plant in the hole wherein the root collar is no deeper than ½ inch below the ground line.
- Backfill loose soil around the root mass and firmly pack to eliminate air pockets.
- Keep the root mass moist at all times.
- Plant so the main stem is vertical.
- For tubers, drop weighted tubers at appropriate water depth, or tamp gently into saturated soils.
- Cluster by species, where appropriate. Plant live plugs and/or tubers no closer than 1 square foot apart.

¹ <https://www.treeprotectionssupply.com/index.php/tree-tubes/tree-pro/>







NOTE:
LIVE PLANT MATERIAL
SPACING SHALL BE
18" ON CENTER

- Installation**
- SITE PREPARATION:**
1. Locate the sediment basin as close to the sediment source as possible, considering soil type, pool area, dam length, and spillway conditions.
 2. Clear, grub, and strip the dam location, removing all woody vegetation, rocks, and other objectionable material.
 3. Dispose of trees, limbs, logs, and other debris in designated disposal areas.
 4. Excavate the area (outlet apron first), stockpiling any surface soil having high amounts of organic matter for later use.
 5. Clear the sediment pool to facilitate sediment cleanout.
- 3.72-2

Wetland and Prairie Seeding Specifications**Part 1 General**

1.01 Section Includes Preparation, Seeding, and Maintenance.

1.02 Bidder Qualifications

A. The submitting bidder must have access to and experience with a no-till fluffy seed drill designed for prairie seed installations. Such drills are manufactured by Truax, Great Plains, and John Deere, Inc.

1.03 Environmental Requirements

A. Installation shall be performed between April 20 and July 20. If site is prepared at any other time of the year, stabilize with the following seed mix per acre.

64 lbs seed oats (*Avena sativa*)

25 lbs annual ryegrass (*Lolium multiflorum*)

Under no circumstances shall the site be stabilized with winter rye, grain rye, or winter wheat. These plants produce toxins that inhibit prairie seed germination.

B. Site shall have a firm seed bed. If walking compacts soil over ¼ inch, the site shall be cultipacked.

1.04 Materials

A. All native seed shall be refrigerated for at least 90 days prior to installation. All native seed must be wild ecotype. No hybrids or cultivars may be included. Local genotypes shall be used whenever possible due to its adaptation to local soil climate. These specifications do not apply to the temporary matrix.

Part 2 Products**2.01 Seed Mixture**

A. See attached seed mixture rates

Part 3 Execution**3.01 Examination**

A. Verify the site is within 3 inches of specified grade. Verify seedbed is sufficiently firm.

B. Verify that the site is clean and free of debris.

3.02 Preparation

A. If vegetation exists on the site, apply a glyphosate herbicide at least one week prior to installation on all actively growing vegetation. Never apply fertilizer to the site.

B. Install seed when soil is sufficiently dry so that soil does not stick to the packer wheels on the drill.

C. Ensure drill is properly calibrated to sow the specified amount of seed over the specified area. Ensure complete coverage of the specified area.

3.03 Maintenance

A. Mow at a height of 4 to 6 inches when the oats set seed heads. Mow at a height of 4 to 6 inches once a month or whenever weed growth reaches 19 inches for the remainder of the first season only.

B. If cool season weed growth is heavy in the spring of the second season, mow once in late May.

Emergent Wetland Seed Mix			Basic Prairie Seed Mix			Mesic Prairie Mix		
Scientific Name	Common name	oz per ac	Scientific Name	Common name	oz per ac	Scientific Name	Common name	oz per ac
<i>Lolium multiflorum</i>	Annual Rye	96.00	<i>Lolium multiflorum</i>	Annual Rye	96.00			
<i>Avena sativa</i>	Seed Oats	160.00	<i>Avena sativa</i>	Seed Oats	384.00			
<i>Agrostis alba</i>	Red Top	3.00		Total Cover Crop	480.00			
	Total Cover Crop	259.00						
<i>Carex comosa</i>	Bearded sedge		<i>Andropogon gerardii</i>	Big bluestem grass	25			
<i>Carex lacustris</i>	Lakebank sedge		<i>Carex bicknellii</i>	Bicknell's sedge	0.5			
<i>Carex lupulina</i>	Hop sedge		<i>Elymus canadensis</i>	Canada wild-rye	24			
<i>Carex lurida</i>	Shallow sedge		<i>Panicum virgatum</i>	Switchgrass	4			
<i>Carex stricta</i>	Uplight sedge		<i>Lolium bluestem</i>	Little bluestem	25			
<i>Carex vulpinoidea</i>	Fox sedge		<i>Sorghastrum nutans</i>	Indian grass	16			
<i>Eleocharis compressa</i>	Flatslam spike rush		<i>Sporobolus aspera</i>	Rough dropseed	1.5			
<i>Eleocharis obtusa</i>	Blunt spikerush			TOTAL GRASSES Oz per Acre	96.00			
<i>Juncus effusus</i>	Soft rush		<i>Asclepias tuberosa</i>	Butterfly weed	0.5			
<i>Leersia oryzoides</i>	Rice cutgrass		<i>Aster azureus</i>	Sky Blue Aster	2.5			
<i>Scirpus acutus</i>	Hard-stem bulrush		<i>Aster novae-angliae</i>	New England aster	1			
<i>Scirpus atrovirens</i>	Green bulrush		<i>Baptisia lactea</i>	White wild indigo	1			
<i>Scirpus cyperinus</i>	Wool-grass		<i>Cassia hebecarpa</i>	Wild sama	1			
<i>Scirpus fluviatilis</i>	River bulrush		<i>Coreopsis lanceolata</i>	Lance-leaf tickseed	4.7			
<i>Scirpus validus</i>	Soft-stem bulrush		<i>Coreopsis pallida</i>	Pale purple coneflower	3			
<i>Zizania aquatica</i>	Annual Wild-rice		<i>Echinacea purpurea</i>	Broad-leaved purple coneflower	1			
	TOTAL GRASSES Oz per Acre	54.50	<i>Eryngium yuccifolium</i>	Rattlesnake-master	1.5			
<i>Acorus calamus</i>	Sweetflag		<i>Germ triflorum</i>	Prairie smoke	0.1			
<i>Alisma subcordatum</i>	Subcordate water plantain		<i>Helopsis helianthoides</i>	Ox-eye Sunflower	3.1			
<i>Asclepias incarnata</i>	Swamp milkweed		<i>Lespedeza capitata</i>	Round-headed bush-clover	0.3			
<i>Aster purpureus</i>	Swamp aster		<i>Liatris aspera</i>	Rough blazing star	3			
<i>Eupatorium maculatum</i>	Spotted joe-pye-weed		<i>Liatris spicata</i>	Spiked gayfeather	1			
<i>Eupatorium perfoliatum</i>	Common boneset		<i>Lypinus perennis</i>	Wild lupine	0.5			
<i>Hibiscus moscheutos</i>	Swamp rosemallow		<i>Monarda fistulosa</i>	Wild bergamot	1			
<i>Iris virginica</i>	Virginia blue flag		<i>Oenothera biennis</i>	Common evening-primrose	1.2			
<i>Lobelia cardinalis</i>	Cardinal flower		<i>Penstemon digitalis</i>	Foxglove beardtongue	1.5			
<i>Lobelia siphilitica</i>	Great blue lobelia		<i>Petalostemum purpureum</i>	Purple prairie clover	4			
<i>Ludwigia alternifolia</i>	Bushy Seedbox		<i>Ratibida pinnata</i>	Yellow headed coneflower	4.8			
<i>Mimulus ringens</i>	Alleghany monkey-flower		<i>Rudbeckia hirta</i>	Black-eyed susan	2			
<i>Peltandra virginica</i>	Arrow-wood		<i>Rudbeckia triloba</i>	Brown-eyed Susan	3			
<i>Pontederia cordata</i>	Pickereel weed		<i>Silphium laciniatum</i>	Dean's rosin weed	0.5			
<i>Sagittaria latifolia</i>	Broad-leaf arrow-head		<i>Silphium terebinthaceum</i>	Compass plant	0.4			
<i>Sparganium eurycarpum</i>	Giant burreed		<i>Solidago rigida</i>	Prairie Rosin-weed	0.3			
<i>Verbena hastata</i>	Blue vervain		<i>Solidago rigida</i>	Stiff goldenrod	1			
	Forbs Oz per acre	49.50	<i>Verbena stricta</i>	Hoary vervain	3			
	Total oz per acre	104.00	<i>Veronicastrum virginicum</i>	Culver's root	0.1			
			<i>Zizia aurea</i>	Golden Alexander	1			
				Forbs Oz per acre	48.00			
				Total oz per acre	144.00			

Specifications for Installing Bio-Retention Plugs

Part I General

1.01 Section Includes

- A. Preparation
- B. Plug Installation
- C. Maintenance

1.02 Environmental Requirements

Installation shall be performed between April 1 and October 1, if site is prepared at any other time of the year, stabilize with the following seed mix per acre:

64 lbs seed oats (*Avena sativa*)

23 lbs annual ryegrass (*Lolium multiflorum*)

Under no circumstances shall the site be stabilized with winter rye, grain rye, or winter wheat. These plants produce toxins that inhibit native plant growth.

Part II - Products

2.01 Plugs

- A. Plugs shall be in 2 3/8" square X 3 3/4" deep open-bottomed pots. No spacing shall be substituted without approval of the architect.
- B. Plugs shall be inoculated with VAM (Vesicular Arbuscular Mycorrhizae), endomycorrhizal fungi as provided by Spence Restoration Nursery or approved source, where available.

Bio-Retention Specifications 2

2.02 Mulch

Mulch shall be shredded hardwood.

2.03 Plugs

Grasses

- Yellow Fox Sedge (*Carex muscicola ssp. stricta*)
- Bronze Hummock Sedge (*Carex brunnescens*)
- Frank's Sedge (*Carex frankii*)
- Fox Sedge (*Carex vulpina*)
- Tufted Hair Grass (*Deschampsia cespitosa*)
- Reddish Bunchgrass (*Stipa penduliflora*)
- Prairie Dropseed (*Sporobolus heterolepis*)

Wildflowers

- Shining Aster (*Aster laevis*)
- New England Aster (*Aster novae-angliae*)
- Spotted Joe-Pye Weed (*Eupatorium maculatum*)
- Queen of the Prairie (*Rudbeckia hirta*)
- Bottle Gossamer (*Asclepias tuberosa*)
- Blue Flag (*Iris virginica var. sibirica*)
- Downy Blazing Star (*Liatris spicata*)
- Cardinal Flower (*Lobelia cardinalis*)
- Great Blue Lobelia (*Lobelia siphilitica*)
- Monkeyflower (*Monarda didyma*)
- Sporocarp Beardtongue (*Penstemon calycosus*)
- Partridge Beardtongue (*Penstemon digitalis*)
- Robinson's Mint (*Prostanthera virginiana*)
- Sweet Blue-eyed Susan (*Rudbeckia subtomentosa*)
- Reichell's Goldenrod (*Solidago reichellii*)
- Culver's Root (*Veronicastrum virginicum*)
- Golden Alexander (*Zizia aurea*)

Part III - Execution

3.01 Verification

- A. Verify that site is at specified grade with the specified soil mix placed but not compacted.
- B. Verify that site is clean and free of debris.

Bio-Retention Specifications 3

3.02 Preparation

- A. If vegetation including cover crop exists on the site, apply a 2% glyphosate herbicide at least two weeks prior to installation on all actively growing vegetation. Verify that a good kill has resulted from the herbicide application prior to planting.
- B. Spread specified mulch to a depth of two inches across the area to be plugged.
- C. Do not apply any fertilizer.

3.03 Installation

- A. Use an auger or other appropriate tool to excavate planting holes on 1 foot centers in a staggered pattern.
- B. Evenly distribute grasses and sedges throughout planting. Place wildflowers in informal drifts of 3-7 of any one species with the edges blended into adjacent species to avoid a formal appearance.
- C. Plant plugs level with existing soil grade. Be certain that soil is placed around the plugs and firmed into place. Do not fill around plugs with mulch.
- D. Thoroughly soak plugged area with water until soil is moist to a depth of 4 inches.

3.04 Maintenance

- A. Pull weeds of the following species deemed detrimental to prairie planting:
 Canada Thistle (*Cirsium arvense*)
 Queen Anne's Lace (*Dianthus barbata*)
 Sweet Clover (*Melilotus alba*)
- B. Supplement rainfall with watering so that plugs area receives 1 inch of water per week for the first 6 weeks or until thoroughly established.

Bio-Retention Specifications 4

3.05 Acceptance

- A. Plugs shall exhibit vigorous growth and be thoroughly rooted by the end of first growing season.
- B. A minimum of 95% of plugs shall be alive and growing at the end of the first growing season.

Bioswale Maintenance

Maintenance responsibilities shall remain in effect for the life of the BMP from the date the construction is completed. Routine monthly and annual inspection of the BMP is the responsibility of the owner. Additional inspections are required within 48 hours of the end of any significant rainfall event.

2.1 Monthly Inspections

The following areas should be inspected on a monthly basis:

Vegetation

- Some species of plants are considered invasive and should be eradicated within one month of discovery. Invasive species include reed canary grass (*Phalaris arundinacea*), purple loosestrife (*Lythrum salicaria*), common reed (*Phragmites australis*), and cattails (*Typha* spp.).
- No trees shall be planted in the BMP. If trees appear, they should be removed.
- Landscaped area of the banks which are eroded or have exposed bare earth shall be restored to proper grade, stabilized and re-seeded with the appropriate seed mixtures.

Physical Pollutants

- Remove all floatable debris.
- Visible pollution such as oily sheens, discoloration, and cloudy or muddy water should be noted and potential sources identified and corrected where found.
- Shoreline pollution such as trash or oily liquids
- Miscellaneous debris

Erosion

- Inspect inlet, outlet, headwall and endwall areas for erosion and undercutting. If erosion is occurring, then additional rip rap will need to be placed.
- Areas of severe erosion or other conditions that may constitute a public hazard should be corrected as soon as possible and prior to the next monthly inspection.

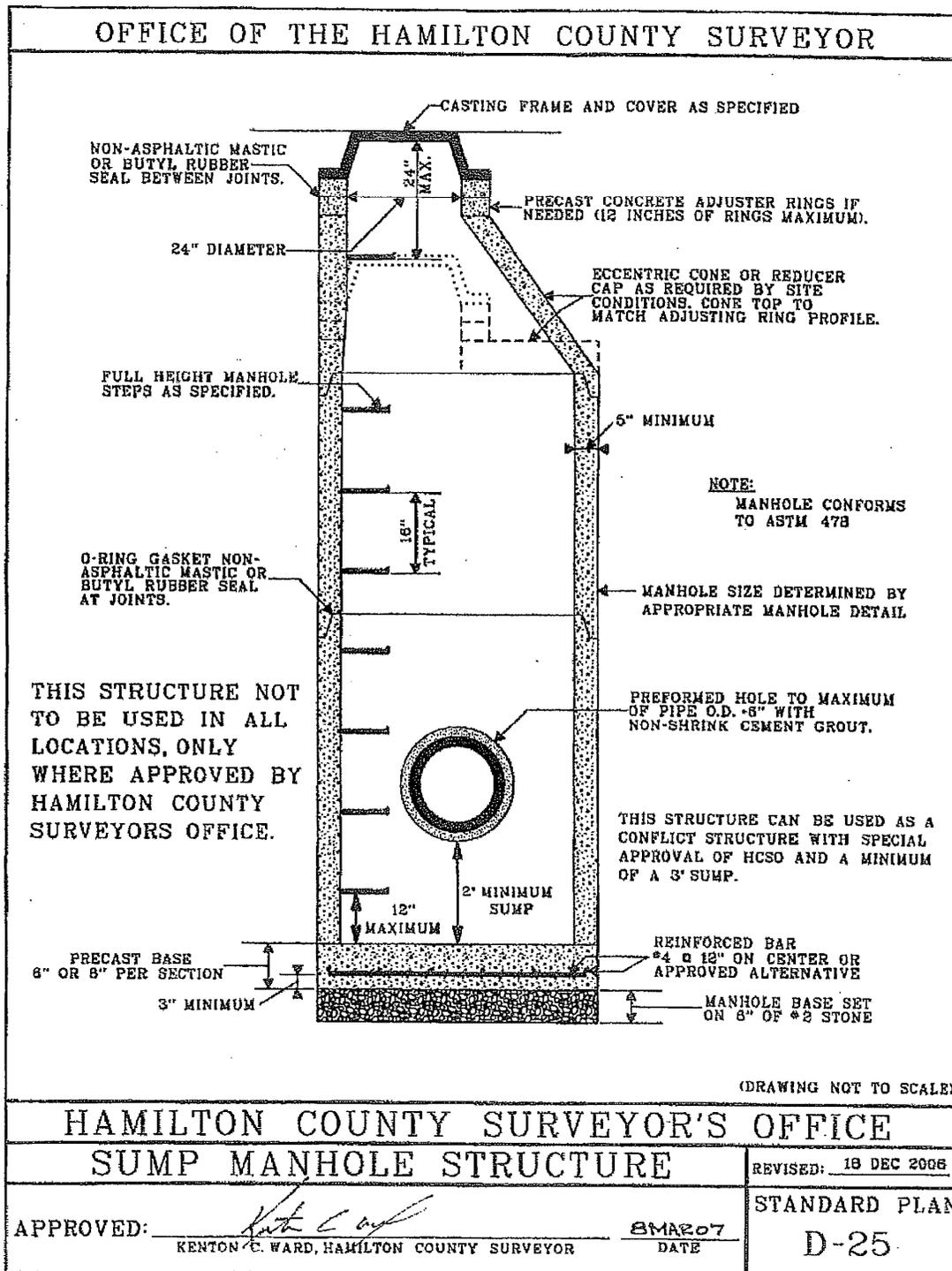
Outlet

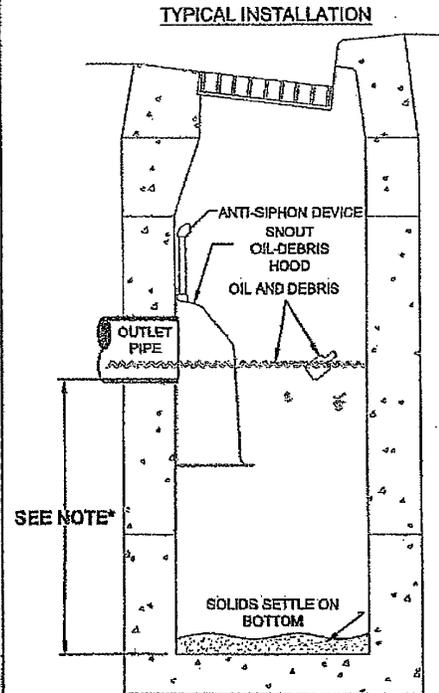
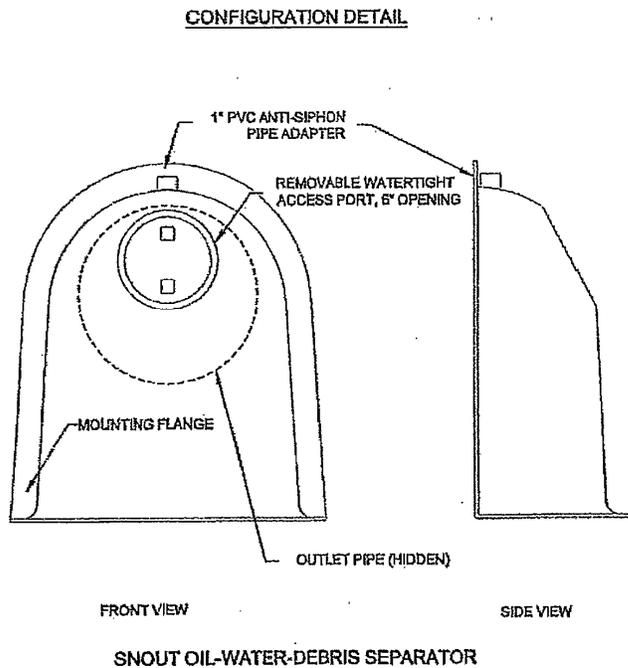
- Outlet blocked – All pond outlets, shall be inspected and checked for debris and obstructions which disrupts the flow within the Storm Management System (BMP and Detention Ponds). If any pipes are obstructed, they must be cleared.

2.2 Annual Inspections

Embankments

- Animal burrows – Any animal burrows will need to be controlled immediately to uphold the integrity of the berms.
- Slope protection failure – Inspect the slopes of the BMP for any sliding or rip rap displacement. Please note location and describe the failure.



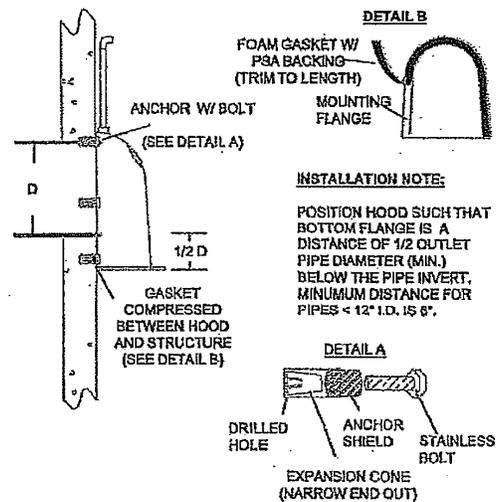


NOTES:

1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE AS MANUFACTURED BY:
BEST MANAGEMENT PRODUCTS, INC.
 53 MT. ARCHER RD.
 LYME, CT 06374
 (860) 434-0277, (860) 434-3135 FAX
 TOLL FREE: (800) 504-8003 OR (888) 354-7585
 WEB SITE: www.bestmp.com
 OR PRE-APPROVED EQUAL.
2. ALL HOODS SHALL BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH ISO GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125\"/>
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)
4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS PER MANUFACTURER'S RECOMMENDATION.
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6\"/>
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3\"/>
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL.
8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8\"/>
9. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT.
 INSTALLATION KIT SHALL INCLUDE:
 A. INSTALLATION INSTRUCTIONS
 B. PVC ANTI-SIPHON VENT PIPE AND ADAPTER
 C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
 D. 3/8\"/>

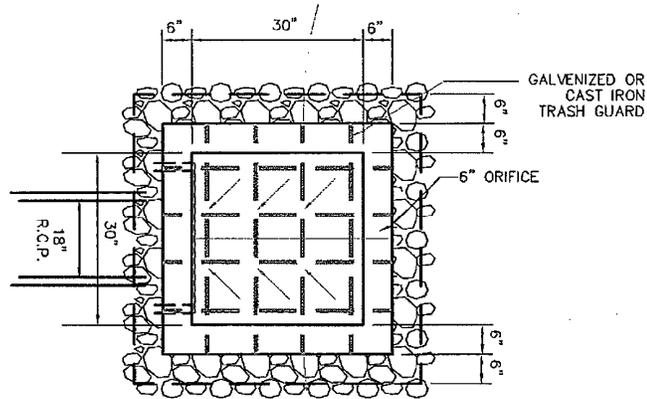
US Patent # 6126817

INSTALLATION DETAIL

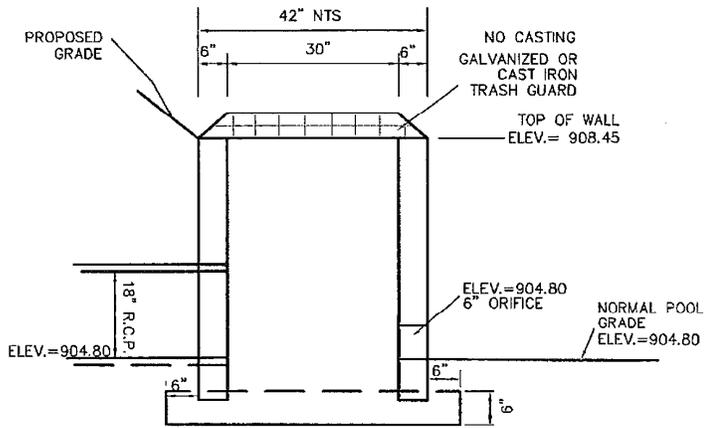


**HOOD SPECIFICATION FOR
CATCH BASINS AND
WATER QUALITY STRUCTURES**

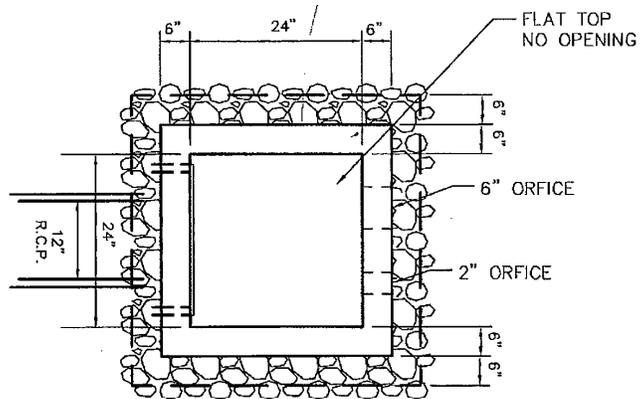
DESCRIPTION	DATE	SCALE
OIL- DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)	09/08/00	NONE
DRAWING NUMBER 09-0600		



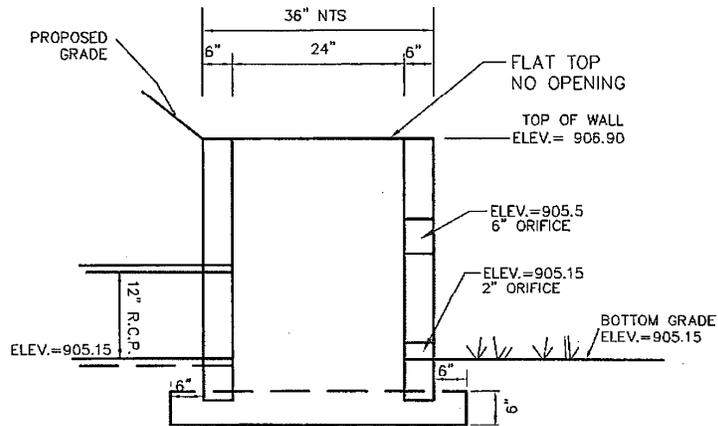
NOTE:
CONTRACTOR SHALL VERIFY
PROPER METHOD OF ATTACHING
TO OUTLET STRUCTURE PRIOR TO
FABRICATION & INSTALLATION



OUTLET CONTROL STRUCTURE #502 DETAIL
NOT TO SCALE



NOTE:
CONTRACTOR SHALL VERIFY
PROPER METHOD OF ATTACHING
TO OUTLET STRUCTURE PRIOR TO
FABRICATION & INSTALLATION



OUTLET CONTROL STRUCTURE #513A DETAIL
NOT TO SCALE



DO NOT MOW SIGN DETAIL

SIGNS ARE REQUIRED ON BOTH SIDE LIMITS OF BIO SWALES. INCLUDE PLANTING SCHEDULE AND WHICH QUALIFIED NATIVE PLANTING PERSONNEL OR ORGANIZATION WILL BE INSTALLING OR CONSULTED FOR INSTALLATION. OUTLETS TO PONDS USED AS POST CONSTRUCTION WATER QUALITY BMP'S WILL NEED TO HAVE A DEDICATED EASEMENT AND BE RECORDED AS SUCH ON THE PLAT WITH A SPECIFIC DESCRIPTION, (i.e. SPECIFIC POND OUTLETS ARE TO BE PLANTED WITH A WET MESIC SEED MIX) THE END GOAL IS TO ENSURE THAT EVEN THROUGH A CHANGE OF LAND OWERSHIP; THE BMP WILL STILL BE RECORDED ON THE PLAT AND MAINTENANCE RESPONSIBILITY WILL TRANSFER. ALSO, SPECIFY THAT ANY MODIFICATION TO THIS WATER QUALITY BMP ON THE RECORDED PLAT WILL REQUIRE APPROVAL FROM THE PLANNING COMMISSION AND THE CITY OF CARMEL - MS4. GATHER SPECIFIC MAINTENANCE PROCEDURE FOR THESE PLANTINGS AND FOR THE POND ITSELF, AND INCLUDE THEM IN THE OPERATIONS AND MAINTENANCE MANUAL FOR THIS PROJECT.

Signs ore required around pond edge by plantings, include one every 200'. Include planting schedule and which qualified native planting personnel or organization will be installing or consulted for installation.

Ponds use as post construction water quality BMP's will need to have a dedicated easement and be recorded as such on the plat with a specific description, (i.e. 6' buffer from normal pool up pond bank planted with a wet mesic seed mix) The end goal is to ensure that even through a change of land ownership; the BMP will still be recorded on the plat and maintenance responsibility will transfer

Also specify that any modification to this Water Quality BMP on the recorded plat will require approval from the Planning Commission and the City of Carmel -MS4. Gather specific maintenance procedures for these plantings and for the pond itself, and include them in the operations and maintenance manual for this project

**RESTRICTED
AREA**

PROTECTED

WETLAND HABITAT

DO NOT MOW OR SPRAY

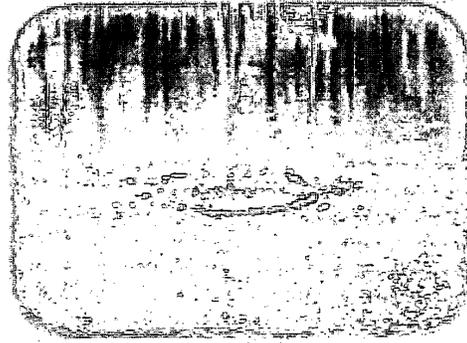
Why use aeration in your pond or lake?

Better Water Quality • Bigger & Healthier Fish • Eliminate or Reduce Odors • Reduce Undesirable Algae

Aeration is key to predictable performance from your pond. Your pond environment receives life-supporting oxygen from the atmosphere at the surface where the air and water contact each other, as well as from the photosynthesis of algae and plants below the water surface. These processes are both affected by weather: available wind energy (wave action) and sunlight. Weather is unpredictable and that can create stagnant water and low oxygen levels. When there is no sunlight, there is no photosynthesis to create oxygen. In stagnant water, there is no physical energy to help the water and air exchange gases and water forms well defined layers of different temperatures. Poor environmental conditions in the pond for fish and other organisms are the result.

Aeration dramatically improves environmental conditions in your pond and helps keep good water quality predictable. Beneficial bacteria reduce sludge and nutrients, and there are reduced incidences of undesirable algae and odors. Winter ice is not allowed to seal the pond surface and restrict oxygen and gas transfer. Aeration allows your fish to thrive in an optimal environment and fish populations experience improved growth rates and vigor.

Diffused aeration is an effective method of aeration for ponds with depths greater than 8-10'. By using compressed air injected directly into the bottom of pond, a continuous flow of water is moved upward and thousands of gallons of water are mixed with little expended energy. A Robust-Aire™ energy efficient compressor injects air to the bottom of your pond with weighted, SureSink™ air line and into the Robust-Aire™ diffuser assembly. The diffuser breaks up the air into micro bubbles which rise to the surface. The rising of the air bubbles creates current which transfers low-oxygen water to the surface, allows it to contact the atmosphere, and breathe. Temperature layers are disrupted and fish are able to inhabit the entire water column. Oxygen levels increase and harmful gases in the pond water are expelled. There is no disruption of the serenity of your pond setting, just the assurance that it is getting the oxygen that it needs.



Robust-Aire™ Aeration System Advantages:

- **No electricity in the water.** There are no motors or electrical components in the water and no restrictions on swimming, boating, or fishing while the unit is operating.
- **Easy to maintain.** Most maintenance and inspection is performed from shore at the compressor enclosure.
- **Energy efficient operation.** Robust-Aire circulates the most water with the least energy expended. Our compressors are energy efficient and Robust-Aire™ diffusers produce a superior amount of water flow, exceeding other models by 10 to 40 percent.*
- **Remote installation.** Electrical access near the pond may not be feasible or you simply may want to locate the system away from the pond setting. Air can be delivered to the system from ¼ mile away.
- **Manufactured by Kasco Marine.** Known for manufacturing high-quality, energy-efficient water management equipment for over 45+ years, Kasco Marine is a name you can trust.

**Robust-Aire™ diffusers were independently tested with respect to water flow in comparison to 6 designs by 4 other industry leaders. Robust-Aire™ created between 10% and 44% additional water flow, making it the most efficient diffused aeration system on the market.*

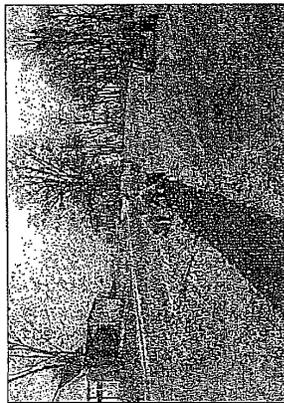


Aerator Specifications (or equal)

ITEM NUMBER	DESCRIPTION	QTY	EACH	TOTAL
	KASCO ROBUST-AIRE AERATOR W/ 500FT. OF WEIGHTED AIRLINE AND 2 DIFFUSERS.			
KARAZPM	ROBUST-AIRE SYSTEM 2 W/ POST MOUNT CABINET, 120V - INCLUDES 1/4HP SINGLE PISTON COMPRESSOR, POST MOUNT CABINET W/ FAN, 2 DIFFUSER ASSEMBLIES AND 200' 3/8" SURE SINK TUBING	1		
KA773380	SURESINK TUBING KIT 3/8", 100'	3		
MISC	MISCELLANEOUS MATERIALS - ROCK PEBBLES, CLAMPS, ETC.	1		
ELECTRICIAN	ELECTRICIAN WILL COORDINATE WITH UTILITY COMPANY AND PULL PROPER PERMITS; INSTALL FREESTANDING METER PEDESTAL, PLOW IN POLY CONDUIT AND WIRE DOWN TO WITHIN 20' OF PONDS EDGE; INSTALL POST, J-BOX/RECEPTACLE AND TRENCH IN CONDUIT TO PONDS EDGE FOR AIRLINE.	1		
TRENCH/BORE	TRENCHING & BORING TO ROUGH GRADE; DIRT BACKFILLED, MOUNDING OR SETTLING MAY OCCUR. FINISH GRADE WITH SEED NOT INCLUDED; NOT RESPONSIBLE FOR CUSTOMER OWNED UTILITIES, LANDSCAPING OR IRRIGATION. CLIENT RESPONSIBLE FOR OBTAINING PERMISSION FOR TRENCHING ACCESS/ROUTE.	1		
UTILITYFEES	UTILITY CONNECTION / SERVICE FEES MIGHT APPLY AND VARY BY SERVICE PROVIDER. THESE ARE THE RESPONSIBILITY OF THE END USER AND NOT INCLUDED IN PRICING.	1		

SURFACE STABILIZATION

Turf Reinforcement Mat



A turf reinforcement mat is a three-dimensional matrix of polypropylene, nylon, or other material typically used in channel applications or on slopes to reinforce plant rooting systems and the underlying soil material.

Purpose

- To provide reinforcement to vegetation in areas of concentrated flow or steep slopes where other types of stabilization, such as apron, are not feasible or desired.
- To provide surface stabilization.
- To provide reinforcement for plant roots as vegetation is being established.

Specifications

Effective Life

The functional life of turf reinforcement mat is dependent on the materials used.

Anchoring

Staples, pins, or stakes used to prevent movement or displacement of mat. (Follow manufacturer's recommendations for specific applications.)

Materials

- Turf reinforcement mat typically consists of a three-dimensional matrix of polypropylene, nylon, or other material.
- Six to 12-inch staples, pins, or stakes.

TURF REINFORCEMENT MAT

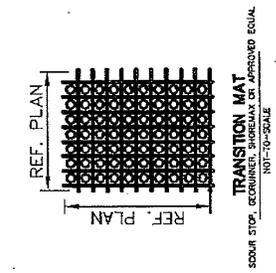
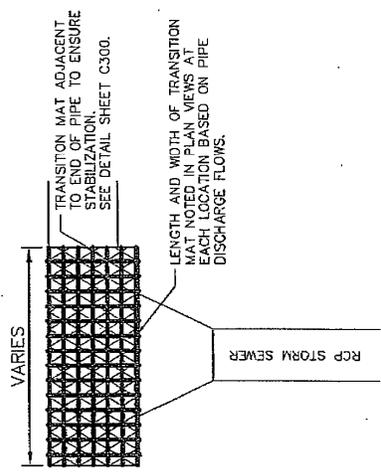
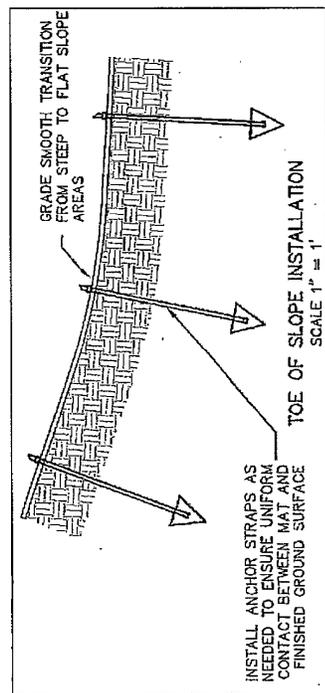
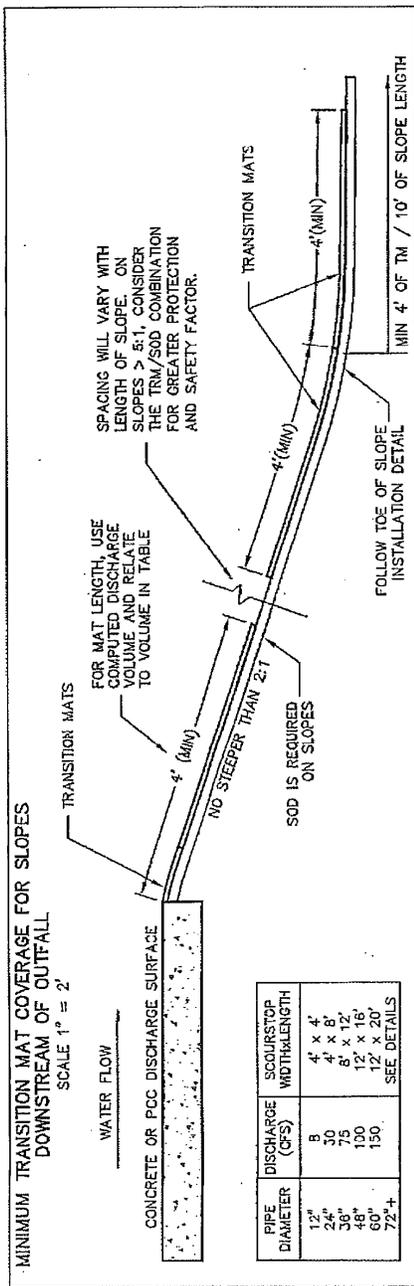
Installation

1. Select a turf reinforcement mat appropriate for the site conditions (e.g., slope, channel, flow velocity) per the manufacturer's specifications.
2. Grade and prepare the soil foundation for mat installation.
3. Install the mat according to the manufacturer's instructions, including burying the edges in check slots or slit trenches.
4. Anchor the mat in place by driving staples, pins, or stakes through the mat and into the underlying soil. Follow an anchoring pattern appropriate for the site conditions and as recommended by the manufacturer.
5. Backfill the mat with topsoil, filling to the top of the mat.
6. Seed the area after the mat has been installed and backfilled with soil.
7. Install erosion control blankets over the seeded turf reinforcement mat to stabilize the surface.

Note: Some products may not require backfill of topsoil or the application of erosion control blankets. Consult manufacturer's literature for proper installation guidance.

Maintenance

- Inspect within 24 hours of each rain event and at least once every seven calendar days.
- Check for erosion or displacement/exposure of the mat.
- If a specific area shows erosion, add soil and reestablish.



TOP VIEW
NOT TO SCALE

APPENDIX C

Post-Construction BMP Inspection Checklist Detention pond

Detention Pond Operation, Maintenance, and Management Inspection Checklist

Project: _____
 Location: _____
 Date: _____ Time: _____
 Inspector: _____ Title: _____
 Signature: _____

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
I. Embankment and emergency spillway		
Healthy vegetation with at least 85% ground cover.		
No signs of erosion on embankment.		
No animal burrows.		
Embankment is free of cracking, bulging, or sliding.		
Embankment is free of woody vegetation.		
Embankment is free of leaks or seeps		
Emergency spillway is clear of obstructions.		
Vertical/horizontal alignment of top of dam "As-Built"		
Z. Riser and principal spillway		
Low flow outlet free of obstruction.		
Trash rack is not blocked or damaged.		
Riser is free of excessive sediment buildup		
Outlet pipe is in good condition.		
Control valve is operational		
Outfall channels are stable and free of scouring.		

Post-Construction BMP Inspection Checklist

Detention pond

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
3. Permanent Pool (Wet Ponds)		
No Evidence of undesirable vegetation		
No accumulation of floating or floatable debris		
No evidence of shoreline scour or erosion		
4. Sediment Forebays		
Sediment is being collected by forebay(s)		
Forebay is not in need of cleanout (less than 50% full)		
5. Dry Pond Areas		
Healthy vegetation with at least 85% ground cover.		
No undesirable woody vegetation		
Low flow channels clear of obstructions		
No evidence of sediment and/or trash accumulation		
6. Condition of Outfall into Ponds		
No riprap failures		
No evidence of slope erosion or scouring		
Storm drain pipes are in good condition, with no evidence of non-stormwater discharges		
Endwalls/Headwalls are in good condition		

Bio-Swale
Operations and Maintenance Inspection Checklist

PROJECT: _____
 LOCATION: _____
 INSPECTION DATE: _____ TIME: _____
 INSPECTOR: _____ TITLE: _____
 SIGNATURE: _____

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
1. Vegetation		
BMP should be free from Invasive Vegetation		
No Evidence of Trees in and around BMP		
No Evidence of Erosion		
2. Physical Pollutants		
No Evidence of Floatable Debris		
No Evidence of Oil Sheen or Discoloration of Water		
No Evidence of Trash along Shoreline		
Remove any Miscellaneous Debris		
3. Erosion		
No Evidence of Erosion around inlet/outlet structures		
Check Severity of Erosion		
4. Outlet		
No Evidence of Debris or Obstruction		
5. Embankment		
No Evidence of Animal Burrows		
No Evidence of BMP Slope Failure		

Actions to be taken: _____

Operation & Maintenance Provisions

Wetland Preservation Area

In recognition that the Wetland Preservation portion of the integrated floodwater/stormwater retention facility has separate functionality, the following maintenance provisions apply:

1. Inlet and outlet structures shall be kept free of debris, to prevent disruption of flow and/or the wetland hydrological regime.
2. Berms and side-slopes shall be stabilized with erosion control blanket and/or permanent seeding to prevent erosion and incidental sedimentation of the Wetland Preservation Area.
3. Signs shall be placed every 100' around the perimeter of the Wetland Preservation Area indicating: "Protected Habitat Area. Do Not Mow or Spray".
4. All maintenance activities within the Wetland Preservation Area shall be limited to the preservation of wetland functions. These maintenance activities include: debris removal, removal or reduction of invasive species (via appropriately labeled herbicide applications, mowing, cutting, pulling, etc.); re-planting/re-seeding, excavation/grading repair work, repair and maintenance of any inlet/outlet structure.
5. The Wetland Preservation Area shall be permanently protected with an appropriate deed restriction, conservation easement, or protective covenant, which precludes any maintenance activity or change of use that is not consistent with preservation of wetland functions.

SNOUT® STORMWATER QUALITY IMPROVEMENT SYSTEM

Operations and Maintenance Inspection Checklist

INSPECTOR NAME: _____
 COMPANY/AGENCY: _____
 INSPECTION DATE: _____
 PROJECT NAME: _____
 SITE CONTACT: _____
 PHONE NUMBER: _____
 EMAIL ADDRESS: _____

Inspection and Maintenance shall be performed monthly and/or after a rainfall event of 0.5 inches or more.
 Sediment removal shall be performed when sump in structure is half full.
 A vacuum truck shall be used to perform the sediment removal.

STRUCTURE NO.	MEASURED SEDIMENT DEPTH (in.)	IS SEDIMENT REMOVAL REQUIRED? (Y or N)	NOTES:

Maintenance shall also include the inspection of the anti-siphon vent and access hatch to ensure proper working conditions.

APPENDIX D

BMP OWNER ACKNOWLEDGMENT

GRANNAN GROVE

ACKNOWLEDGMENT AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned owner ("Owner") hereby submits this Operation and Maintenance Manual ("Manual") to the City of Carmel ("City") as a written acknowledgement of the Owner's warranty and agreement to institute, maintain, and follow the water quality Best Management Practices ("BMP's") listed below, and to follow and abide by the inspection schedule and maintenance activities listed in this Manual. The Owner also hereby agrees to provide, at Owner's cost, all additional maintenance, repair, and/or replacement services reasonably necessary to maintain the function and longevity of the BMP's from and including the date this Agreement is executed by Owner to and including the date on which a new Agreement is filed with the City by another party who assumes all of the obligations and responsibilities of Owner as set forth herein.

BMP LIST:

- Wet Pond w/ Native Banks
- Bio-Swales
- Sump Catch Basins w/ Snouts - Str's 503 / 517
- Pond Aerator
- Existing Wetland Preservation

Timothy J. Walter
 Owner Signature

6/19/15
 Date

TIMOTHY J. WALTER
 Printed

GRANNAN GROVE DEVELOPER, LLC
 Company

STATE OF INDIANA)
)
 COUNTY OF HAMILTON) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State personally appeared TIMOTHY J. WALTER Owner/Agent subscribed and sworn before me this 19th day of JUNE, 2015.

HAMILTON
 County of Residence
08/22/2022
 Commission Expiration Date



Mary E. Bredlau
 Signature
MARY E. BREDLAU
 Printed Name

"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."

(name) *C.D. Stapp*

2018043678 AMND DECL \$25.00
09/19/2018 01:44:37P 3 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented


**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF GRANNAN GROVE**

THIS First Amendment to Declaration of Covenants, Conditions and Restrictions of Grannan Grove (the "First Amendment") is made and entered into this 14th day of May, 2018 (the "Effective Date") by and between Grannan Grove Developer, LLC, an Indiana limited liability company ("GGD") and Wedgewood Building Company, LLC, an Indiana limited liability company ("Wedgewood").

WITNESSETH:

WHEREAS, GGD is the Declarant under the Declaration of Covenants, Conditions and Restrictions of Grannan Grove recorded with the Recorder of Hamilton County, Indiana on February 8, 2016 as Instrument No. 2016004960 (the "Declaration");

WHEREAS, GGD desires to transfer all of its rights and obligations as the Declarant under the Declaration to Wedgewood pursuant to the terms of this First Amendment;

WHEREAS, unless otherwise defined in this First Amendment, all capitalized terms in this First Amendment shall have the meaning ascribed to them in the Declaration; and,

WHEREAS, the parties desire to amend the Declaration as follows.

NOW, THEREFORE, in consideration of the foregoing preambles and recitations, the Declaration is hereby amended as follows:

1. Preambles and Recitations. The foregoing preambles, recitations, and definitions are made a part of and incorporated into this First Amendment as though fully set forth herein.
2. Assignment and Assumption of Declarant's Rights and Obligations. As of the Effective Date, GGD assigns to Wedgewood all of GGD's rights and obligations as the "Declarant", and Wedgewood as the Declarant assumes from GGD, all of GGD's rights and obligations as the Declarant under the Declaration.
3. First Amended Declaration. The Declaration, as amended by this First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions of Grannan Grove as of the Effective Date.

Grannan Grove Developer, LLC, an Indiana limited liability company

By: Platinum Properties Management Company, an Indiana limited liability company, its Manager

By: Steven R. Edwards
Steven R. Edwards
Vice President - Chief Financial Officer

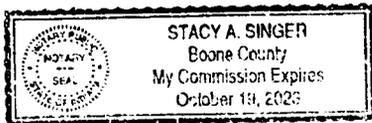
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared Steven R. Edwards, Vice President – Chief Financial Officer of Platinum Properties Management Company, LLC, an Indiana limited liability company, the Manager of Grannan Grove Developer, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of Grannan Grove this 14th day of May, 2018.

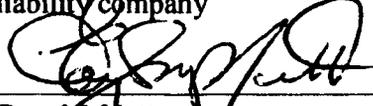
My Commission Expires:

Residing in _____
County, Indiana

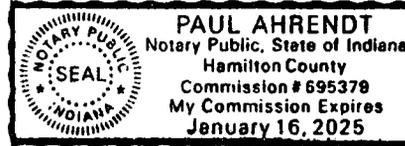
Stacy A. Singer
Notary Public
Stacy A. Singer
Printed Name



Wedgewood Building Company, LLC, an Indiana limited liability company

By: 
Gary McNutt
Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)



Before me, a Notary Public, in and for said County and State, personally appeared Gary McNutt, Managing Member of Wedgewood Building Company, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of Grannan Grove this 20 day of June, 2018.

My Commission Expires:
1/16/25

Residing in Hamilton
County, Indiana


Notary Public
Paul Ahrendt
Printed Name

This instrument was prepared by Steven R. Edwards, Platinum Properties Management Company, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

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 – Steven R. Edwards.