

# HADLEY GROVE

## SECONDARY PLAT

PC 5 Slide 215

### LAND DESCRIPTION:

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

**BEGINNING** at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East [NAD83 Indiana State Plane Coordinates - East Zone] on the East line of said Northeast Quarter) a distance of 1328.16 feet on the South line of the Southeast Quarter of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 00 degrees 10 minutes 12 seconds East 985.66 feet on the West line of the Southeast Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the North line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the **BEGINNING POINT**, containing 30.103 acres, more or less.

### REGISTERED LAND SURVEYOR'S CERTIFICATE

I, Brady Kuhn, hereby certify that I am a registered land surveyor, licensed in compliance with the laws of the State of Indiana:

This plat is based on a survey prepared by Weihe Engineers, Inc. recorded as Instrument No. 2014024268 in the Office of the Recorder of Hamilton County, Indiana. There has been no change from matters of survey revealed by the cross-referenced survey, or any prior subdivision plats contained therein, on any lines that are common with this subdivision.

That all monuments shown hereon will exist and that the location, size, type and material are accurately shown:

And that all requirements specified in the Subdivision Ordinance of the City of Carmel have been met.

This subdivision contains 38 lots, labeled 1 through 38, four Common Areas, together with street rights-of-way, all as delineated on the within plat. The size of the lots, common areas, easements and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Date: June 2, 2014



Brady Kuhn  
Brady Kuhn  
Registered Land Surveyor No. 20500007  
State of Indiana

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. Brady Kuhn. This instrument was prepared by: Brady Kuhn, Weihe Engineers, Inc.

### COMMISSION CERTIFICATE

Under authority provided by Indiana Code 36-7-4-710 and Ordinances adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel as follows:

Granted Administrative approval by the Department of Community Services pursuant to Article XI of the Carmel Plan Commission's

Rules of Procedure on: 3 June, 2014

### CARMEI PLAN COMMISSION

BY: [Signature], Director  
Michael Hollibaugh  
Department of Community Services  
Carmel, Indiana

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer  
23 day of JUNE, 2014  
Dawn Cochrane Auditor of Hamilton County  
Parcel # \_\_\_\_\_

**SETBACKS**  
MINIMUM LOT WIDTH AT BUILDING LINE-85'  
MINIMUM FRONT YARD-25'  
MINIMUM SIDE YARD-5'/20-AGGREGATE  
MINIMUM REAR YARD-20'

### DEED OF DEDICATION

We, the undersigned, M I Homes of Indiana, L.P., owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

The subdivision shall be known and designated as HADLEY GROVE, an addition to the City of Carmel, Indiana. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public.

There are strips of ground as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

This Hadley Grove Secondary Plat and all of the real estate, lots and common areas described herein, are subject in all respects to the declaration of covenants and restrictions recorded with the recorder of Hamilton County, Indiana on

6/23/2014 as Instrument No. 2014024269

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2034, at which time said covenants, or restrictions, shall be automatically extended for successive periods of 10 years unless changed by a vote of a majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or in part. Invalidity of any one of the foregoing covenants or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witness my hand and seal this 2 day of June, 2014.

Owner / Subdivider: M I Homes of Indiana, L.P.

[Signature]

2014024270 PLAT \$47.00  
06/23/2014 01:32:31P 6 PGS  
Mary L. Clark  
HAMILTON County Recorder IN  
Recorded as Presented

STATE OF INDIANA )  
COUNTY OF HAMILTON ) SS:

Before me the undersigned Notary Public, in and for said County and State, personally appeared Mark Connor who acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this 2 day of June, 2014.

Cassie Braughton Notary Public

My commission expires: 8/20/15  
County of residence: Putnam



Cassie Braughton  
Notary Public, State of Indiana  
My Commission Expires 8/20/2015  
County of Residence: Putnam

Docket No's. 12100017 Z and 13020016 SP  
Zoning - PUD/Planned Unit Development  
PUD Ordinance No. Z-572-13  
Architectural Standards to conform with requirements of Hadley Grove PUD as recorded in Instrument No. \_\_\_\_\_  
Source of Title - Instrument Number 2012061370

### BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plat was given approval by the Board of Public Works and Safety of the City of Carmel,

Indiana, at a meeting held: June 18, 2014

[Signature]  
James Brainard, Mayor

[Signature]  
Lori Watson, Member

[Signature]  
Mary Ann Burke, Member

[Signature]  
Diana Cordray, Clerk-Treasurer

SHEET 1 of 6

This instrument prepared for:

M/I HOMES  
8500 KEYSTONE CROSSING  
SUITE 590  
INDIANAPOLIS, INDIANA 46240  
TELEPHONE:(317) 629-0864  
CONTACT: MARK CONNOR

This instrument prepared by: BRADY KUHN

**WEIHE ENGINEERS**

Land Surveying | Civil Engineering  
Landscape Architecture

10505 N. College Avenue  
Indianapolis, Indiana 46280  
weihe.net

317 | 846 - 6611  
800 | 452 - 6408  
317 | 843 - 0546 fax

ALLAN H. WEIHE, P.E., L.S. - FOUNDER

PC 5 Slide 215  
**HADLEY GROVE  
 SECONDARY PLAT**

**COMMON AREA "B"**

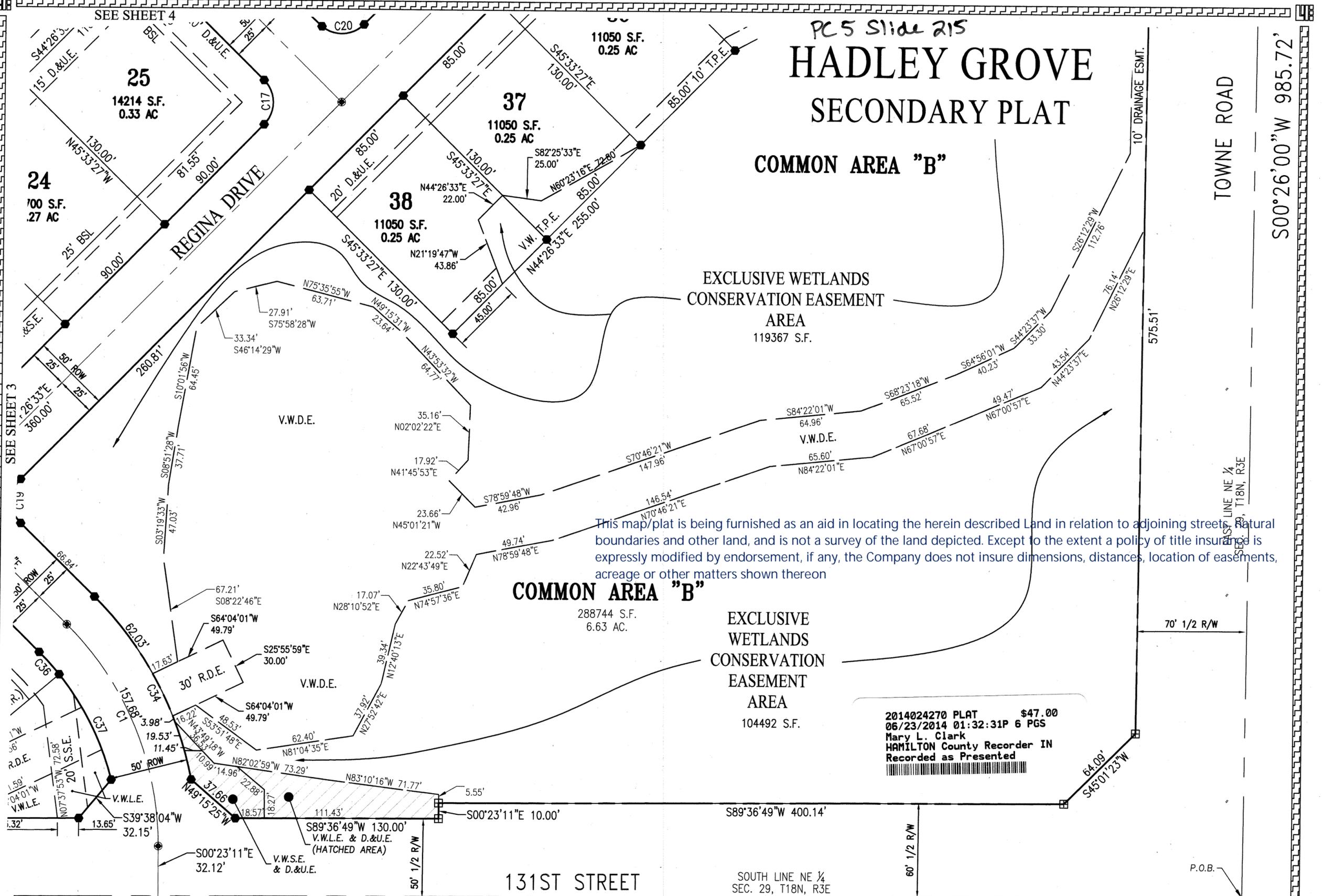
**EXCLUSIVE WETLANDS  
 CONSERVATION EASEMENT  
 AREA**  
 119367 S.F.

**COMMON AREA "B"**

**EXCLUSIVE WETLANDS  
 CONSERVATION EASEMENT  
 AREA**  
 104492 S.F.

2014024270 PLAT \$47.00  
 06/23/2014 01:32:31P 6 PGS  
 Mary L. Clark  
 HAMILTON County Recorder IN  
 Recorded as Presented

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S89°36'49"W 1328.16'

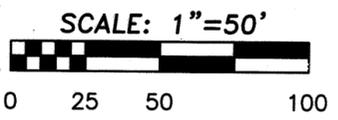
**LEGEND**

- L.E. LANDSCAPE EASEMENT
- D&U.E. DRAINAGE AND UTILITY EASEMENT
- D.U.&S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- R.D.E. REGULATED DRAIN EASEMENT
- V.W. VARIABLE WIDTH
- B.S.L. BUILDING SETBACK LINE
- ROW RIGHT-OF-WAY
- N.R. NON-RADIAL
- 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "WEIHE ENGR 0012" TO BE SET
- ⊠ CONCRETE MONUMENT TO BE SET
- ⊙ 5/8" REBAR WITH ALUMINUM CAP STAMPED "WEIHE ENGR. 0012" TO BE SET

- D.E. DRAINAGE EASEMENT
  - T.P.E. TREE PRESERVATION EASEMENT
  - S.E. SIGN EASEMENT
- SETBACKS**  
 MINIMUM LOT WIDTH AT BUILDING LINE-85'  
 MINIMUM FRONT YARD-25'  
 MINIMUM SIDE YARD-5/20-AGGREGATE  
 MINIMUM REAR YARD-20'



I, BRADY KUHN HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.  
*Brady Kuhn* 6/21/14  
 BRADY KUHN  
 REGISTERED LAND SURVEYOR NO. 20500007  
 STATE OF INDIANA



NOTE: SEE SHEET 6 FOR CURVE INFORMATION

This instrument prepared for:

M/I HOMES  
 8500 KEYSTONE CROSSING  
 SUITE 590  
 INDIANAPOLIS, INDIANA 46240  
 TELEPHONE: (317) 629-0864  
 CONTACT: MARK CONNOR

This instrument prepared by: BRADY KUHN

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 Indianapolis, Indiana 46280  
 weihe.net

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ALLAN H. WEIHE, P.E., L.S. - FOUNDER

SEE SHEET 5

# HADLEY GROVE SECONDARY PLAT

N00°10'12"E 985.66'

**COMMON AREA "A"**  
V.W. BMP, D.&U.E.  
120236 S.F.  
2.76 AC.

2014024270 PLAT \$47.00  
06/23/2014 01:32:31P 6 PGS  
Mary L. Clark  
HAMILTON County Recorder IN  
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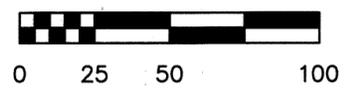
**EXCLUSIVE WETLANDS  
CONSERVATION EASEMENT  
AREA**  
28615 S.F.

**131ST STREET**

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SCALE: 1"=50'



**LEGEND**

- |           |   |  |                            |
|-----------|---|--|----------------------------|
| L.E.      | LANDSCAPE EASEMENT  | D.E.                                   | DRAINAGE EASEMENT          |
| D.&U.E.   | DRAINAGE AND UTILITY EASEMENT   | T.P.E.                                 | TREE PRESERVATION EASEMENT |
| D.U.&S.E. | DRAINAGE, UTILITY & SANITARY SEWER EASEMENT                               | S.E.                                   | SIGN EASEMENT              |
| R.D.E.    | REGULATED DRAIN EASEMENT  | <b>SETBACKS</b>                        |                            |
| V.W.      | VARIABLE WIDTH  | MINIMUM LOT WIDTH AT BUILDING LINE-85' |                            |
| B.S.L.    | BUILDING SETBACK LINE   | MINIMUM FRONT YARD-25'                 |                            |
| ROW       | RIGHT-OF-WAY  | MINIMUM SIDE YARD-5'/20-AGGREGATE      |                            |
| N.R.      | NON-RADIAL  | MINIMUM REAR YARD-20'                  |                            |
| ●         | 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED<br>"WEIHE ENGR 0012" TO BE SET |  |                            |
| ⊕         | CONCRETE MONUMENT TO BE SET   |  |                            |
| ⊙         | 5/8" REBAR WITH ALUMINUM CAP STAMPED<br>"WEIHE ENGR. 0012" TO BE SET      |  |                            |



I, BRADY KUHN HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.  
*Brady Kuhn* 6/2/14  
BRADY KUHN  
REGISTERED LAND SURVEYOR NO. 20500007  
STATE OF INDIANA

SHEET 3 of 6

This instrument prepared for:

M/I HOMES  
8500 KEYSTONE CROSSING  
SUITE 590  
INDIANAPOLIS, INDIANA 46240  
TELEPHONE:(317) 629-0864  
CONTACT: MARK CONNOR

This instrument prepared by: BRADY KUHN

**WEIHE ENGINEERS**  
Land Surveying | Civil Engineering  
Landscape Architecture

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Indianapolis, Indiana 46280  
weihe.net  
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800 | 452 - 6408  
317 | 843 - 0546 fax  
ALLAN H. WEIHE, P.E., L.S. - FOUNDER

NOTE: SEE SHEET 6 FOR CURVE INFORMATION

SEE SHEET 2

DATE/TIME: June 20, 2014 - 11:07am  
PLOTTED BY: borjmant

N89°36'47"E 1332.68'

NORTH LINE INST. #2012017794

70' 1/2 R/W

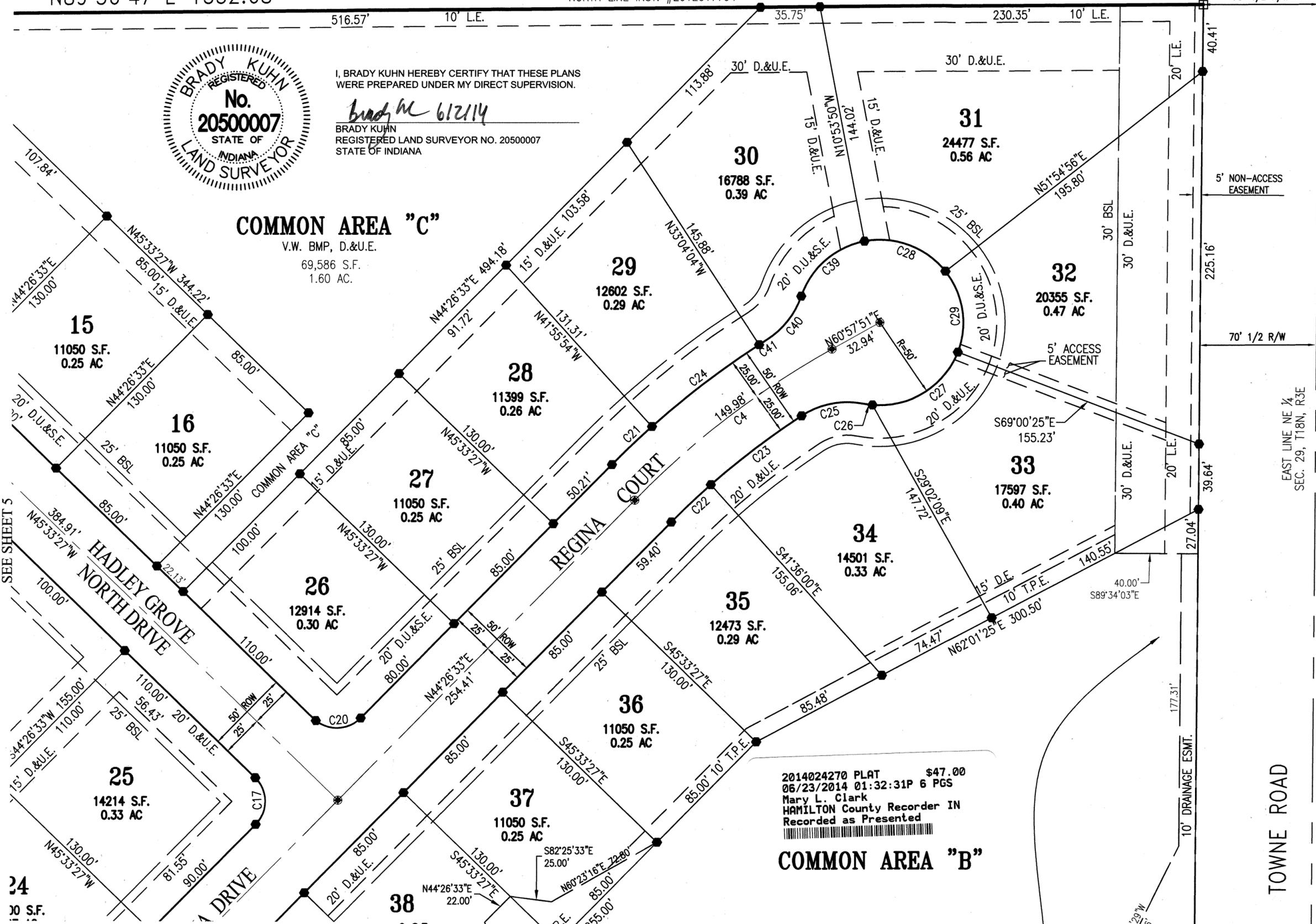


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Brady Kuhn 6/2/14  
BRADY KUHN  
REGISTERED LAND SURVEYOR NO. 20500007  
STATE OF INDIANA

### COMMON AREA "C"

V.W. BMP, D.&U.E.  
69,586 S.F.  
1.60 AC.



2014024270 PLAT \$47.00  
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Mary L. Clark  
HAMILTON County Recorder IN  
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### COMMON AREA "B"

# HADLEY GROVE SECONDARY PLAT

#### LEGEND

- L.E. LANDSCAPE EASEMENT
- D&U.E. DRAINAGE AND UTILITY EASEMENT
- D.U.&S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- R.D.E. REGULATED DRAIN EASEMENT
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- D.E. DRAINAGE EASEMENT
- T.P.E. TREE PRESERVATION EASEMENT

SETBACKS  
MINIMUM LOT WIDTH AT BUILDING LINE-85'  
MINIMUM FRONT YARD-25'  
MINIMUM SIDE YARD-5'/20'-AGGREGATE  
MINIMUM REAR YARD-20'

NOTE: SEE SHEET 6 FOR CURVE INFORMATION

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8500 KEYSTONE CROSSING  
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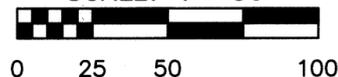


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SCALE: 1"=50'



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NORTH LINE INST. #2012017794

PCS Slide 215

N89°36'47"E 1332.68'

516.57'

I, BRADY KUHN HEREBY CERTIFY THAT  
 THESE PLANS WERE PREPARED UNDER MY  
 DIRECT SUPERVISION.

*brady kuhn* 6/12/14  
 BRADY KUHN  
 REGISTERED LAND SURVEYOR NO. 20500007  
 STATE OF INDIANA

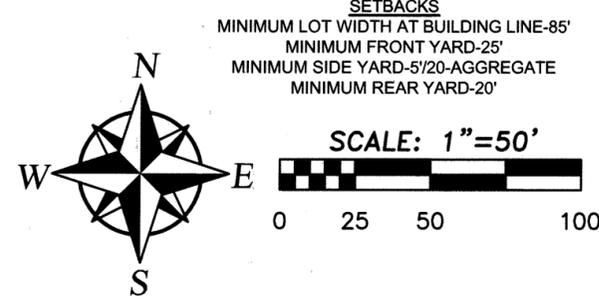


**COMMON ARE**

V.W. BMP, D.&U.E.  
 69,586 S.F.  
 1.60 AC.

WEST LINE SE/4 NE/4  
 SEC. 29, T18N, R3E

# HADLEY GROVE SECONDARY PLAT

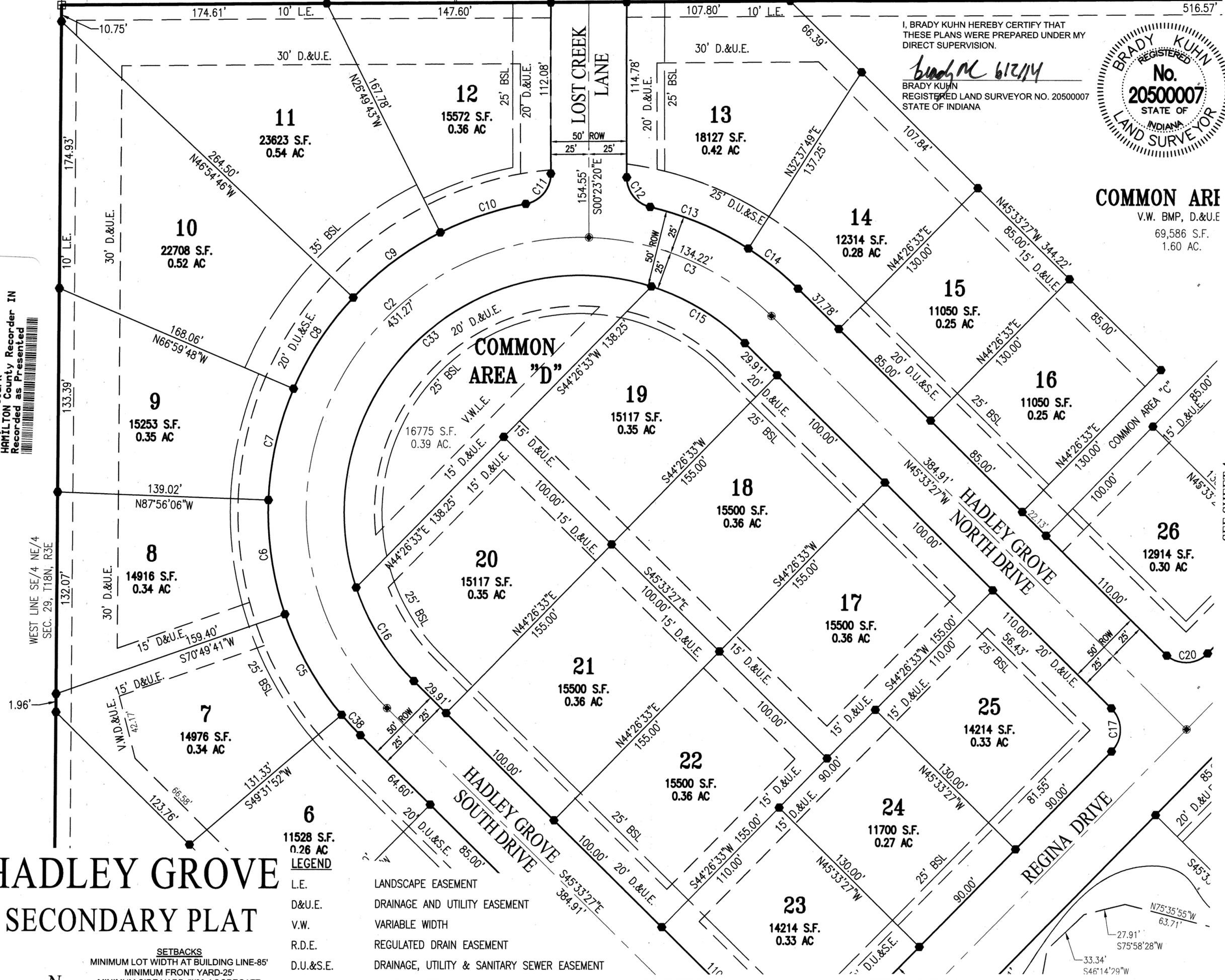


**SETBACKS**  
 MINIMUM LOT WIDTH AT BUILDING LINE-85'  
 MINIMUM FRONT YARD-25'  
 MINIMUM SIDE YARD-5'/20'-AGGREGATE  
 MINIMUM REAR YARD-20'

**6**  
 11528 S.F.  
 0.26 AC

**LEGEND**

L.E.	LANDSCAPE EASEMENT	D.E.	DRAINAGE EASEMENT
D.&U.E.	DRAINAGE AND UTILITY EASEMENT	T.P.E.	TREE PRESERVATION EASEMENT
V.W.	VARIABLE WIDTH		
R.D.E.	REGULATED DRAIN EASEMENT		
D.U.&S.E.	DRAINAGE, UTILITY & SANITARY SEWER EASEMENT		
B.S.L.	BUILDING SETBACK LINE		
ROW	RIGHT-OF-WAY		
N.R.	NON-RADIAL		
●	5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "WEIHE ENGR 0012" TO BE SET		
⊠	CONCRETE MONUMENT TO BE SET		
⊙	5/8" REBAR WITH ALUMINUM CAP STAMPED "WEIHE ENGR 0012" TO BE SET		



SEE SHEET 3

NOTE: SEE SHEET 6 FOR CURVE INFORMATION

SHEET 5 of 6

This instrument prepared for:	This instrument prepared by: <b>BRADY KUHN</b>
M/I HOMES 8500 KEYSTONE CROSSING SUITE 590 INDIANAPOLIS, INDIANA 46240 TELEPHONE:(317) 629-0864 CONTACT: MARK CONNOR	<b>WEIHE ENGINEERS</b> Land Surveying   Civil Engineering Landscape Architecture 10505 N. College Avenue Indianapolis, Indiana 46280 weihe.net 317   846 - 6611 800   452 - 6408 317   843 - 0546 fax ALLAN H. WEIHE, P.E., L.S. - FOUNDER

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# HADLEY GROVE SECONDARY PLAT

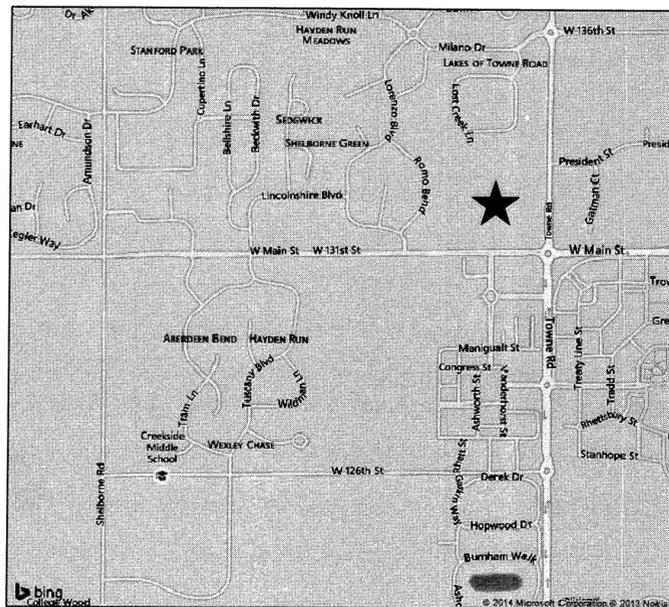
PCS Slide 215

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HAMILTON County Recorder IN  
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CURVE TABLE						CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	157.68'	200.00'	45°10'16"	N22°58'19"W	153.63'	C21	33.22'	525.00'	3°37'33"	S46°15'20"W	33.22'
C2	431.27'	180.00'	137°16'38"	S23°04'52"W	335.27'	C22	32.81'	475.00'	3°57'27"	N46°25'17"E	32.80'
C3	134.22'	180.00'	42°43'22"	N66°55'08"W	131.13'	C23	68.55'	475.00'	8°16'09"	N52°32'05"E	68.50'
C4	149.98'	500.00'	17°11'10"	S52°23'02"W	149.42'	C24	81.22'	525.00'	8°51'49"	S52°30'01"W	81.14'
C5	76.20'	205.00'	21°17'49"	S29°49'14"E	75.76'	C25	38.97'	50.00'	44°39'35"	N78°59'57"E	37.99'
C6	75.98'	205.00'	21°14'13"	S08°33'13"E	75.55'	C26	5.41'	50.00'	6°12'18"	S81°46'24"E	5.41'
C7	74.92'	205.00'	20°56'18"	S12°32'03"W	74.50'	C27	64.84'	50.00'	74°18'11"	N57°58'22"E	60.39'
C8	71.86'	205.00'	20°05'03"	S33°02'43"W	71.49'	C28	54.67'	50.00'	62°38'39"	N69°29'53"W	51.98'
C9	71.86'	205.00'	20°05'03"	S53°07'46"W	71.49'	C29	51.59'	50.00'	59°07'18"	N08°44'23"W	49.33'
C10	59.46'	205.00'	16°37'09"	S71°28'51"W	59.25'	C33	341.49'	155.00'	126°13'50"	N44°26'33"E	276.49'
C11	27.99'	20.00'	80°10'46"	S39°42'03"W	25.76'	C34	134.48'	225.00'	34°14'44"	N28°26'05"W	132.49'
C12	26.79'	20.00'	76°44'10"	N38°45'25"W	24.83'	C36	19.19'	175.00'	6°16'54"	N42°24'59"W	19.18'
C13	70.68'	205.00'	19°45'19"	N67°14'51"W	70.33'	C37	75.85'	175.00'	24°50'07"	S26°51'29"E	75.26'
C14	42.26'	205.00'	11°48'44"	N51°27'49"W	42.19'	C38	18.21'	205.00'	5°05'19"	S43°00'48"E	18.20'
C15	72.73'	155.00'	26°53'05"	N58°59'59"W	72.06'	C39	52.81'	50.00'	60°30'53"	S48°48'10"W	50.39'
C16	72.73'	155.00'	26°53'05"	N32°06'54"W	72.06'	C40	33.92'	50.00'	38°52'00"	S38°06'21"W	33.27'
C17	31.42'	20.00'	90°00'00"	S00°33'27"E	28.28'	C41	5.56'	525.00'	0°36'25"	S57°14'08"W	5.56'
C18	31.42'	20.00'	90°00'00"	N89°26'33"E	28.28'						
C19	31.42'	20.00'	90°00'00"	N00°33'27"W	28.28'						
C20	31.42'	20.00'	90°00'00"	S89°26'33"W	28.28'						

## VICINITY MAP



★ PROJECT LOCATION



I, BRADY KUHN HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.

*Brady M. Kuhn 6/23/14*  
BRADY KUHN  
REGISTERED LAND SURVEYOR NO. 20500007  
STATE OF INDIANA

**SETBACKS**  
MINIMUM LOT WIDTH AT BUILDING LINE-85'  
MINIMUM FRONT YARD-25'  
MINIMUM SIDE YARD-5'/20'-AGGREGATE  
MINIMUM REAR YARD-20'

SHEET 6 of 6

This instrument prepared for:

MI HOMES  
8500 KEYSTONE CROSSING  
SUITE 590  
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TELEPHONE:(317) 629-0864  
CONTACT: MARK CONNOR

This instrument prepared by: BRADY KUHN

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800 | 452 - 6408  
317 | 843 - 0546 fax  
ALLAN H. WEIHE, P.E., L.S. - FOUNDER

12.00  
①

**SURVEYOR'S AFFIDAVIT**

Per Title 865 Indiana Administrative Code, Section 1-12-18 subsection (l), this affidavit is being filed to give public notice that on or before February 9, 2015 final centerline monuments, lot corner monuments and perimeter monuments were set in Hadley Grove, the plat of which is recorded in Instrument No. 2014024270 in the Office of the Recorder of Hamilton County, Indiana.

The following monuments were installed:

5/8" diameter aluminum rod with 1-1/2" aluminum cap stamped "WEIHE ENGR. 0012" was installed at the centerline locations as shown on said plat.

4"x4" concrete monument was installed along the subdivision perimeter as shown on said plat.

5/8" diameter rebar with yellow plastic caps stamped "WEIHE ENGR. 0012" was installed at lot corner locations as shown on said plat.

I, the undersigned, a Professional Surveyor in the State of Indiana, do hereby certify that to the best of my knowledge and belief the information contained in this affidavit is true and correct.

Witnessed by my hand and seal this 9<sup>th</sup> day of February, 2015.

*Brady Kuhn*

Brady Kuhn  
Professional Surveyor  
LS20500007  
Weihe Engineers, Inc.  
10505 N. College Avenue  
Indianapolis, Indiana 46280  
Phone (317) 846-6611



State of Indiana        )  
                                  )SS:  
County of Hamilton    )

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Brady Kuhn, Professional Surveyor, who acknowledged execution of the foregoing certificate, and who, being duly sworn, stated that the representations contained therein are true.

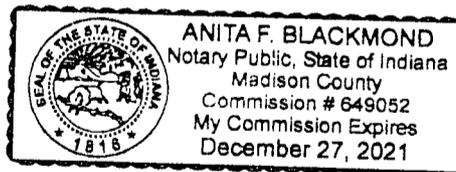
Witness my hand and notarial seal this 9<sup>th</sup> day of February, 2015.

*Anita F. Blackmond*

Notary Public

Anita F. Blackmond

Printed Name



My Commission Expires: 12/27/21  
My County of Residence: Madison

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law.

Brady Kuhn

Prepared by: Brady Kuhn

62.00  
2.00 none

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

**THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION** is made this 4 day of Nov, 2014, by M/I Homes of Indiana, L.P., an Indiana limited partnership having offices located at 8500 Keystone Crossing, Suite 590, Indianapolis, Indiana 46240 ("Declarant").

**RECITALS**

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in Hamilton County, Indiana, as described in Instrument No. 2012061370 recorded in the Office of the Recorder of Hamilton County, Indiana, and as more particularly described in legal description attached hereto as Exhibit A and shown on the platted survey (the "Plat") attached hereto as Exhibit B, both of which are incorporated herein by reference ("Property");

WHEREAS, the discharge of dredged and/or fill material into jurisdictional waters of the United States, including wetlands and streams, pursuant to Sections 401 and 404 of the Clean Water Act, requires compensatory mitigation; and

WHEREAS, as compensatory mitigation under Federal law for and in consideration of Department of the Army Permit No. LRL-2013-242-sam ("Permit") issued by the U.S. Army Corps of Engineers, Louisville District ("Corps") pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and/or Section 10 of the Rivers and Harbors Act (33 U.S.C. §403) and Indiana Department of Environmental Management Permit 2013-298-29-HAP-A issued by Indiana Department of Environmental Management, Office of Water Quality pursuant to Section 401 of the Clean Water Act, and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and other conservation values, Declarant has agreed to create, enhance and preserve wetlands and forested wetlands and place certain restrictive covenants on the portion of the Property depicted in the approved Permit drawings attached hereto as Exhibit C and incorporated herein by reference ("Mitigation Property"), in order that the Mitigation Property shall remain substantially in its natural condition forever, and to grant a right of access and entry to the Property. The Mitigation Property is also identified on the Plat as Common Area "A", Exclusive Wetlands Conservation Easement Area.

NOW THEREFORE, in consideration of the benefits to be derived by the Declarant and each and every subsequent owner and occupant of the Mitigation Property, and as required mitigation for the discharge of dredged and/or fill material into waters of the United States, as authorized by the Permit and Certification, Declarant hereby makes this Declaration on the terms and conditions stated below.

1. **Purpose.** The purpose of this Declaration of Restrictive Covenants is to restrict the current and future use of the Mitigation Property in perpetuity in order to protect aquatic resource functions and values, scenic, resource, environmental, and other conservation values, and conservation functions and ecological services; to establish the Mitigation Property as open,

common, and undeveloped conservation area; and to preserve the natural condition of the Mitigation Property in perpetuity.

2. **Covenant Running with the Land.** Declarant hereby declares that the Mitigation Property shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the rights of access and entry provision and property transfer provision of the following restrictive covenants, which shall be perpetual and run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns, lessees, or other persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title, or interest in said Property or any part thereof; and that the Mitigation Property shall be held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns (which are included in the term "Declarant" below), lessees, or other occupiers and users. The terms and conditions of the following restrictive covenants shall be both explicitly and implicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or part of the Property. Any such transfer, conveyance or encumbrance shall set forth the terms and conditions of this document by reference to this document and its recorded location in accordance with paragraph 9 of this Declaration.

### 3. Definitions.

3.1 Natural Condition. The term "natural condition" shall mean the condition of the Mitigation Property at the time of the declaration and as restored, created, enhanced, and preserved pursuant to the Mitigation Plan. The natural condition shall be evidenced in part by a surveyed plat of the Mitigation Property recorded in the deed records office for each county in which the Property is situated which shows all relevant property lines, all existing man-made improvements and features, and major, distinct natural features such as waters of the United States and is attached hereto as Exhibit C. The natural condition of the Mitigation Property may also be evidenced by:

- (a) A current aerial photograph of the *Mitigation Property* at an appropriate scale taken as close as possible to the date the declaration is made and is attached hereto as Exhibit C.

3.2 Mitigation Plan. The term "Mitigation Plan" shall mean the plan approved by the Permit and Certification and known as the Hadley Grove On-Site Mitigation Plan prepared by Cardno JF New dated August 8, 2013.

4. **Restrictions/Prohibitions.** Any activity on, or use of, the Mitigation Property, which is or may become inconsistent with the purposes of this Declaration is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited except as provided for in the Declarant's Reserved Rights or in the Mitigation Plan:

4.1 General/Topography. There shall be no filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of topography in any manner.

4.2 Waters and Wetlands. There shall be no draining, ditching, diking, dredging, channelizing, damming, pumping, or impounding; no changing the grade or elevation, impairing or diverting the flow or circulation of waters, or reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.

4.3 Trees/Vegetation. There shall be no clearing, burning, cutting, mowing or destroying of trees or vegetation.

4.4 Non-Native/Exotic Species. There shall be no introduction of non-native or exotic species to the Mitigation Property.

4.5 Uses. There shall be no agricultural, commercial, or industrial activity undertaken or allowed on the Mitigation Property, including but not limited to grazing and mining. There shall be no horseback riding, whether on or off an established trail.

4.6 Structures. There shall be no construction, erection, or placement of buildings, billboards, signs, or any other temporary or permanent structure, nor any additions to existing structures.

4.7 Roads. There shall be no construction or building of new roads, trails, or other rights of way without the prior written approval by the Corps.

4.8 Off Road Vehicles. There shall be no use of off road vehicles, 4-wheel drive vehicles, all-terrain vehicles, snowmobiles, or other types of motorized recreational vehicles except on existing roads and except as necessary to manage the Mitigation Property.

4.9 Utilities. There shall be no construction or placement of utilities or related facilities without the prior written approval of the Corps.

4.10 Waste. There shall be no placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, or industrial, municipal, or agricultural waste on the Mitigation Property.

4.11 Pest Control. There shall be no application of pesticides or biological controls, including but not limited to insecticides, fungicides, rodenticides and herbicides, without prior written approval from the Corps.

**5. Reserved Rights.** Notwithstanding the foregoing Restrictions, the Declarant reserves for itself, its heirs, executors, administrators, successors and assigns the right to use the Mitigation Property for all purposes not inconsistent with the purposes of these restrictive covenants.

Further, notwithstanding the foregoing restrictions, the Declarant expressly reserves for itself, its heirs, executors, administrators, successors, and assigns the following rights, which may be exercised upon providing 30 days prior written notice to the Corps, except where expressly provided otherwise:

5.1 Wildlife and Forestry Management. Declarant reserves the right to naturally manage the Mitigation Property to preserve and improve the existing forest and wildlife resources. Declarant reserves the right to remove or trim vegetation hazardous to persons or property, and harvest and manage timber downed or damaged due to natural forces, such as fire, storms, insects, or infectious organisms, to the extent necessary to protect the environment. Such management activities shall be carried out only after approval by the Corps and in accordance with Best Management Practices as set out by the U.S. Forest Service;

5.2 Landscape Management. Declarant reserves the right to undertake landscaping necessary to prevent severe erosion or damage to the Mitigation Property or portions thereof, or significant detriment to existing or permitted uses, to the extent such landscaping is consistent with preserving the natural condition of the Mitigation Property.

5.3 Recreation. Declarant reserves the right to engage in outdoor, non-commercial recreational activities, including hunting, fishing, and similar recreational or educational activities, consistent with cumulatively very small impacts and with the continuing natural condition of the Mitigation Property, but excluding planting and burning. No prior written notice to the Corps is required.

5.4 Road Maintenance. Declarant reserves the right to maintain existing roads, trails, or other rights of way. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and maintenance of roadside ditches.

5.5 Signs. Declarant reserves the right to erect signs on the Mitigation Property to mark the Mitigation Property as a protected area and to convey information on restricted use of the Mitigation Property, including no trespassing signs, no mowing signs, temporary signs indicating the Mitigation Property is for sale, signs identifying the trees, vegetation, wetlands or conservation ecological services of the Mitigation Property, and signs identifying the owner.

5.6 Mitigation Measures. Declarant reserves the right to undertake restoration and mitigation measures required under the Mitigation Plan or otherwise required under law.

5.7 Transfer to Hadley Grove Homeowners Association. Declarant reserves the right to transfer or convey the Mitigation Property to the yet to be formed homeowners association for the Property. The Declarant and yet to be formed homeowners association must contact the Corps of Engineers and follow the Permit Transfer procedure.

**6. Rights of Access and Entry.** The Declarant grants the Corps and its authorized agents an irrevocable and assignable right to enter in, on, over and across the Mitigation Property to inspect and monitor the Mitigation Property; to implement the Mitigation Plan or take corrective measures under the Mitigation Plan; to take any actions necessary to maintain or restore the natural condition of the Mitigation Property; or to take any actions necessary to verify compliance with these restrictive covenants. The Declarant also grants the Corps and its authorized agents an irrevocable and assignable right to enter and exit over and across the Property as necessary to access the Mitigation Property for the purposes listed above; provided that such access shall be over public roads to the extent feasible. No rights of access or entry to or use of any portion of the Mitigation Property or Property is granted or conveyed to members of the general public by these restrictive covenants.

**7. Enforcement.** The Declarant grants the Corps, as third party beneficiary hereof, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in forfeiture or reversion of title. In any enforcement action for violations of this Declaration, an enforcing agency shall be entitled to complete restoration of the Mitigation Property for any violation, as well as any other remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties. No omission or delay in acting by the Corps shall bar subsequent enforcement rights or constitute a waiver of any enforcement right. These enforcement rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit in accordance with the terms of the Permit. Nothing herein shall be construed to authorize the Corps to institute proceedings against the Declarant for changes to the Mitigation Property due to acts of God, natural disasters, or unauthorized acts of third parties outside the control of the Declarant, so long as the compensatory mitigation is completed and determined by the Corps to be successful in accordance with the Mitigation Plan.

**8. Notice to Government.**

**8.1** Any permit application, or request for certification or modification, which may affect the Mitigation Property, made to any government entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

**8.2** The Declarant shall provide the Corps with written notice of any legal action affecting this Declaration, including but not limited to foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain. For any action that might result in this Declaration being voided or modified, such notice shall be provided at least sixty (60) days before such action would be taken.

**9. Property Transfers.** The Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Mitigation Property:

NOTICE: This Property is subject to a Declaration of Restrictive Covenants for Conservation dated *[insert date of Declaration]*, recorded in the *[insert County name]* County Clerk's Office on *[insert date recorded]* in Deed Book *[insert number]*, Page *[insert number]* and enforceable by the U.S. Army Corps of Engineers.

The Declarant shall provide the Corps with written notice of any such grant, transfer or conveyance of any interest in any or all of the Property at least sixty (60) days prior to the grant, transfer or conveyance. The notice shall include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the portion of the Property and/or Mitigation Property being transferred. Failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants.

**10. Warranties.**

**10.1** The Declarant represents and warrants that:

- A. The Declarant is the sole owner of the Mitigation Property and holds fee simple title which is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise identified in Exhibit D hereto;
- B. The Declarant has identified all other parties that hold any interest (e.g. encumbrances) in the Mitigation Property and has notified such parties of the Declarant's intent to grant this Declaration;
- C. This Declaration will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Declarant is a party, or by which the Declarant may be bound or affected;
- D. This Declaration will not materially violate or contravene any zoning law or other law regulating use of the Mitigation Property; and
- E. This Declaration does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Declaration.

**10.2** The Declarant represents and warrants that, to the best of its knowledge:

- A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Mitigation Property;

**B.** There are no underground storage tanks located on the Mitigation Property whether presently in service or closed, abandoned, or decommissioned;

**C.** The Mitigation Property is in compliance with all federal, state, and local laws, regulations, and permits and there is no pending or threatening litigation in any way affecting, involving, or relating to the Mitigation Property and its use; and

**D.** The Mitigation Property is not land-locked and there is access to the Mitigation Property by road, dedication of pathway or by an access easement.

**11. Notification.** Any notice, request for approval, or other communication require by these restrictive covenants shall be sent by registered mail with return receipt, pre-paid postage, to the following addresses (or such addresses as may be hereinafter specified by notice pursuant to this paragraph):

To Declarant: M/I Homes of Indiana, L.P.  
Attn: Mark Connor  
8500 Keystone Crossing, Suite 590  
Indianapolis, IN 46240

CC: M/I Homes of Indiana, L.P.  
Attn: General Counsel  
3 Easton Oval, Suite 500  
Columbus, OH 43219

To Corps: U.S. Army Corps of Engineers  
OP-FN, Room 752  
P.O. Box 59  
Louisville, KY 40201-0059

**12. Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Declarant. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements of Sections 404 of the Clean Water Act. There shall be no obligation to allow an amendment.

**13. Termination.** This Declaration is intended to be perpetual in nature and run with the land as set forth in paragraph 1 of this Declaration. However, if the Corps determines that the compensatory mitigation undertaken on the Mitigation Property set forth in the Mitigation Plan is not successful and the alternative mitigation identified does not involve the Mitigation Property, then the Declarant and Corps may terminate this Declaration by written agreement.

**14. Recording.** Declarant shall record this Declaration in the official property records of the Office of the Recorder of Hamilton County, Indiana within thirty (30) days of execution of this Declaration by the Declarant, and shall, within thirty (30) days of recording, provide the Corps

with a copy of the recorded Declaration and exhibits. Declarant may re-record this instrument at any time as may be required to preserve its rights.

**15. Successors in Interest.** All references to the Corps shall include successor governmental agencies, departments, or divisions, or any other successor entities prescribed by law. All references to Declarant shall include Declarant's successors and assigns.

**16. Severability Provision.** Should any separable part of these restrictive covenants be held contrary to law, unenforceable, or void, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration effective on the date first written above, but actually on the date set forth below.

DECLARANT

M/I Homes of Indiana, L.P.

By: M/I Homes First Indiana LLC,  
its general partner

By: *Cliff White*  
Cliff White, Area ~~Vice~~ President

Date: 11/4/14

STATE OF INDIANA        )  
  ) ss:  
COUNTY OF MARION     )

On this 4 day of November, 2014, before me, a Notary Public in and for said County and State, personally appeared Cliff White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed same for the purposes contained therein.

WITNESS my hand and official seal.



Cassie Braughton  
Notary Public, State of Indiana  
My Commission Expires 8/20/2015  
County of Residence: Putnam

*Cassie Braughton*  
NOTARY PUBLIC

8/20/15  
My commission expires:

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number within document, unless required by law. Tammy K. Haney

This instrument prepared by Tammy K. Haney, Attorney-at-Law, Keller Macaluso LLC, 770 3<sup>rd</sup> Avenue SW, Carmel, IN 46032

EXHIBIT A  
Vesting Deed

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer *LR*  
9 day of October, 2012  
*Dawn Cavendish* Auditor of Hamilton County  
Parcel # 17-09-29-00-00-010.000  
17-09-29-00-00-011.000

2012061370 WARR DEED \$24.00  
10/09/2012 11:53:25A 5 PGS  
Mary L. Clark  
HAMILTON County Recorder IN  
Recorded as Presented  
[Barcode]

*24.00*  
*5*

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that Pillar Properties XI, LLC, an Illinois limited liability company ("**Grantor**") BARGAINS, SELLS and CONVEYS to M/I Homes of Indiana, L.P., a limited partnership ("**Grantee**") for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate located in Hamilton County, in the State of Indiana (hereinafter called the "**Real Estate**"):

SEE ATTACHED EXHIBIT A.

Subject to the following:

- Possible municipal assessments and/or sewer use charges levied by the City of Carmel, Indiana;
- Rights of the Public, State of Indiana, County and Municipality in and to that part of the premises taken or used for road purposes;
- Rights of way for drainage, flow and maintenance of J. W. Brendel Drain together with an additional 75 foot right of way as provided by IC 36-9-27-33;
- Easement for overhead electric and/or telecommunication line(s) granted to PSI Energy, Inc. by instrument recorded May 21, 2002 as Instrument No. 200200037079;
- Easement for five anchors with attached guys granted to Duke Energy Indiana, Inc. by instrument dated June 24, 2008 and recorded August 21, 2008 as Instrument No. 2008042953;
- all current, non-delinquent real estate taxes and assessments;
- the rights of the City of Carmel regarding rights-of way previously disclosed to Grantee; and
- all matters disclosed in the survey of Weihe Engineers dated September 19, 2012 as project no. W120366.

Grantee is purchasing the Real Estate in its "AS IS - WHERE IS" condition, and "WITH ALL FAULTS". Except as specifically referenced herein and except for the warranty of title in this Deed, Grantor has not made and specifically disclaims any representations, warranties, promises, covenants or agreements of any kind or character whatsoever, whether express or implied, oral or



foregoing Limited Warranty Deed, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 25th day of September, 2012.

Walter Taylor III  
Signature

Walter Taylor III  
Printed Name Notary Public

My Commission Expires:

February 7 2015

County of Residence:

CHAMPAIGN



Send tax statements to and  
Grantee's mailing address is:

8500 Keystone Crossing, Suite 590  
Indianapolis, IN 46240

This instrument was prepared by Timothy R. Hurlbut, Rubin & Levin, P.C., 500 Marott Center, 342 Massachusetts Ave., Indianapolis, IN 46204-2161, (317) 634-0300.

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. Timothy R. Hurlbut.

EXHIBIT "A" - Legal Description

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, in Clay Township, Hamilton County, Indiana and being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of Section 29, Township 18 North, Range 3 East; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) [South 89 degrees 36 minutes 55 seconds West - measured (bearing based on NAD83 State Plane Coordinates - East Zone)] over and along the South line of the Southeast Quarter of the said Northeast Quarter, a distance of 1327.62 feet (1328.16 feet-measured) to the Southwest corner thereof; thence North 00 degrees 31 minutes 39 seconds East (North 00 degrees 10 minutes 06 seconds East - measured) on and along the West line of said Quarter - Quarter, a distance of 658.05 feet (657.89 feet measured) to the Northwest corner of the South half of the Southeast Quarter of the said Northeast Quarter; thence continuing North 00 degrees 10 minutes 06 seconds East - measured along the West line of said Quarter-Quarter, a distance of 330.00 feet (327.89 feet - measured) to a point 330.00 feet South of the Northwest corner of said Quarter-Quarter; thence North 89 degrees 36 minutes 40 seconds East parallel with the North line of said Quarter-Quarter, a distance of 1332.72 feet to the East line of said Quarter-Quarter; thence South 00 degrees 26 minutes 00 seconds West along the said East line, a distance of 330.00 feet (327.95 feet - measured) to the Northeast corner of said South Half Quarter-Quarter; thence South 00 degrees 48 minutes 30 seconds West (South 00 degrees 26 minutes 00 seconds West - measured) on and along the East line of said half Quarter-Quarter, a distance of 657.66 feet (657.97 feet - measured) to a point, said point being the place of beginning, containing 30.108 acres, more or less.

Further described in a survey by Weihe Engineers dated September 19, 2012 as project no. W120366 and described as follows:

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East [NAD83 Indiana State Plane Coordinates – East Zone] on the East line of said Northeast Quarter) a distance of 1328.16 feet on the South line of the Southeast Quarter of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said northeast Quarter; thence North 00 degrees 10 minutes 12 seconds East 985.66 feet on the West line of the Southeast Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder, of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the north line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the BEGINNING POINT, containing 30.103 acres, more or less.

Tax Parcel ID's:

17-09-29-00-00-010.000(State # 29-09-29-000-010.000-018)

17-09-29-00-00-011.000(State # 29-09-29-000-011.000-018)

EXHIBIT B  
Platted Survey

# HADLEY GROVE

## SECONDARY PLAT

PC 5 slide 215

### LAND DESCRIPTION

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

**BEGINNING** at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East [NAD83] Indiana State Plane Coordinates - East Zone) on the East line of said Northeast Quarter a distance of 1323.18 feet on the South line of the Southwest Quarter of said Northeast Quarter to the Southwest corner of the Southwest Quarter of said Northeast Quarter; thence North 00 degrees 10 minutes 12 seconds East 985.96 feet on the West line of the Southwest Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the North line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the **BEGINNING POINT**, containing 30.103 acres, more or less.

### REGISTERED LAND SURVEYOR'S CERTIFICATE

I, Brady Kuhn, hereby certify that I am a registered land surveyor, licensed in compliance with the laws of the State of Indiana.

This plat is based on a survey prepared by Weihe Engineers, Inc. recorded as Instrument No. 2014024278 in the Office of the Recorder of Hamilton County, Indiana. There has been no change from matters of survey revealed by the cross-referenced survey, or any prior subdivision plats contained therein, on any lines that are common with the subdivision.

The all monuments shown hereon will exist and that the location, size, type and material are accurately shown;

And that all requirements specified in the Subdivision Ordinance of the City of Carmel have been met.

This subdivision contains 36 lots, labeled 1 through 36, four Common Areas, together with street rights-of-way, all as delineated on the within plat. The size of the lots, common areas, easements and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Date: June 2, 2014



Brady Kuhn  
Brady Kuhn  
Registered Land Surveyor No. 20500007  
State of Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to recast each Social Security Number in this document, unless required by law. Brady Kuhn, This Instrument was prepared by: Brady Kuhn, Weihe Engineers, Inc.

### COMMISSION CERTIFICATE

Under authority provided by Indiana Code 36-7-4-710 and Ordinances adopted by the Common Council of the City of Carmel, Indiana, this plat was given approval by the City of Carmel as follows:

Granted Administrative approval by the Department of Community Services pursuant to Article VI of the Carmel Plan Commission's

Rules of Procedure on June 2, 2014

### CARMEL PLAN COMMISSION

BY: Michael Hochstetler Director  
Michael Hochstetler  
Department of Community Services  
Carmel, Indiana

**DULY ENTERED FOR TAXATION**  
Subject to final acceptance for transfer  
23 day of JUNE 2014  
Dawn Corbett, Auditor of Hamilton County  
Filed at \_\_\_\_\_

### DEED OF DEDICATION

We, the undersigned, M I Homes of Indiana, L.P., owners of the real estate shown and described hereon, do hereby certify that we have laid off, plotted and surveyed and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

The subdivision shall be known and designated as HADLEY GROVE, an addition to the City of Carmel, Indiana. All streets and ways shown and not heretofore dedicated are hereby dedicated to the public.

There are strips of ground as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their lots subject to the rights of the public utilities.

This Hadley Grove Secondary Plat and all of the real estate, lots and common areas described herein, are subject in all respects to the declaration of covenants and restrictions recorded with the recorder of Hamilton County, Indiana on

6/23/2014 as Instrument No. 2014024269

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2034, at which time said covenants, or restrictions, shall be automatically extended for successive periods of 10 years unless changed by a vote of a majority of the then owners of the buildings covered by these covenants, or restrictions. In whole or in part. Invalidity of any one of the foregoing covenants or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation thereof, or restrictions, shall be automatically extended to the public, and reserved to the several owners of the several lots in the subdivision and to their heirs and assigns.

Witness my hand and seal this 2 day of June, 2014.

Owner / Subdivisor: M I Homes of Indiana, L.P.

M I Homes

2014024278 PLAT 647, 00  
06/23/2014 01:32:31P 6 PCS  
Harry L. Clark  
HAMILTON County Recorder IN  
RECORDED AS PRESENTED

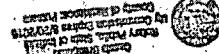
STATE OF INDIANA }  
COUNTY OF HAMILTON } SS:

Before me the undersigned Notary Public, in and for said County and State, personally appeared Mark Connor who acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this 2 day of June, 2014.

Mark Connor Notary Public

My commission expires 6/23/15  
County of residence Putnam



Booklet No's 12109017 Z and 13020018 SP  
Zoning - PUD/Planned Unit Development  
PUD Ordinance No. 2-572-13  
Architectural Standards to conform with requirements of Hadley Grove PUD as recorded in Instrument No. \_\_\_\_\_  
Source of Title - Instrument Number 2012061370

### BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plat was given approval by the Board of Public Works and Safety of the City of Carmel, Indiana, at a meeting held: June 18, 2014

James Brennan  
James Brennan, Mayor

Lynne Weis  
Lynne Weis, Member

Mark Connor  
Mark Connor, Member

Mark Connor  
Mark Connor, Clerk-Treasurer

SHEET 1 of 6

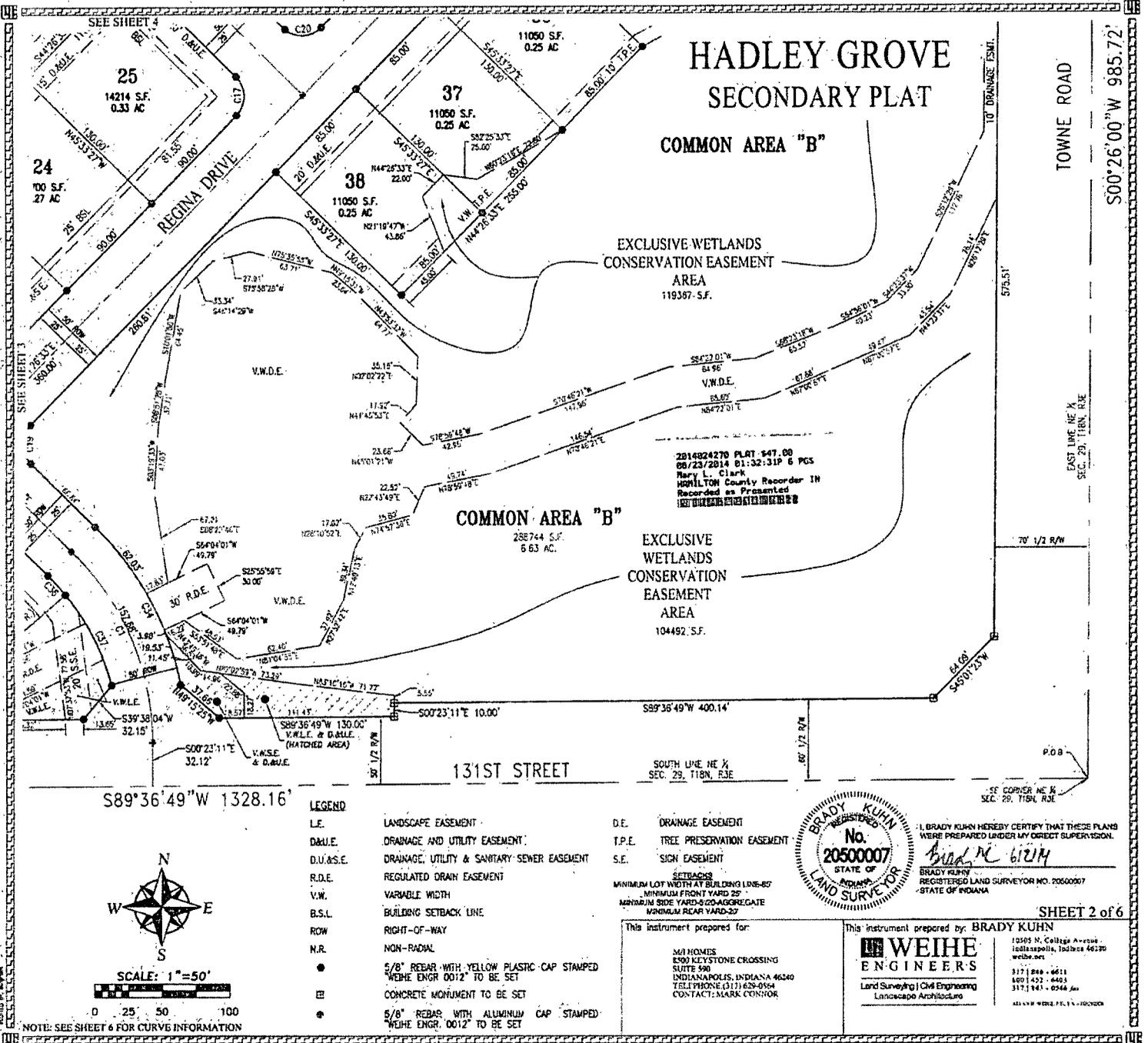
**SETBACKS**  
MINIMUM LOT WIDTH AT BUILDING LINE-30'  
MINIMUM FRONT YARD-25'  
MINIMUM SIDE YARD-5:20-AGGREGATE  
MINIMUM REAR YARD-20'

This instrument prepared for:  
M I HOMES  
8500 KRYSTONE CROSSING  
SUITE 500  
INDIANAPOLIS, INDIANA 46240  
TELEPHONE: (317) 679-0564  
CONTACT: MARK CONNOR

This instrument prepared by: BRADY KUHN  
**WEIHE ENGINEERS**  
16165 N. College Avenue  
Indianapolis, Indiana 46230  
weiheng.com  
317.840.0613  
800.423.6400  
317.841.0546 fax  
\*LISA B. BERRY, P.E., L.C.S., F.C.S.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

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# HADLEY GROVE SECONDARY PLAT

COMMON AREA "B"

EXCLUSIVE WETLANDS  
CONSERVATION EASEMENT  
AREA  
119367-S.F.

COMMON AREA "B"

EXCLUSIVE WETLANDS  
CONSERVATION EASEMENT  
AREA  
104492-S.F.

2014024270 PLAT 547.00  
06/23/2014 01:32:31P 6 PGS  
Mary L. Clark  
HAMILTON County Recorder IM  
Recorded as Presented

**LEGEND**

- |           |  |  |                            |
|-----------|--|--|----------------------------|
| L.E.      | LANDSCAPE EASEMENT   | D.E.   | DRAINAGE EASEMENT          |
| D.U.&S.E. | DRAINAGE AND UTILITY EASEMENT  | T.P.E.   | TREE PRESERVATION EASEMENT |
| D.U.&S.E. | DRAINAGE, UTILITY & SANITARY-SEWER EASEMENT                            | S.E.   | SIGN EASEMENT              |
| R.D.E.    | REGULATED DRAIN EASEMENT   | SETBACKS   |                            |
| V.W.      | VARIABLE WIDTH   | MINIMUM LOT WIDTH AT BUILDING LINES-60'  |                            |
| B.S.L.    | BUILDING SETBACK LINE  | MINIMUM FRONT YARD 25'   |                            |
| ROW       | RIGHT-OF-WAY   | MINIMUM SIDE YARD-400-AGGREGATE  |                            |
| N.R.      | NON-RADIAL   | MINIMUM REAR YARD-20'  |                            |
| ●         | 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED WEIHE ENGR. 0012" TO BE SET | This instrument prepared for:  |                            |
| ■         | CONCRETE MONUMENT TO BE SET  | MR HOMDS<br>8300 KEYSTONE CROSSING<br>SUITE 590<br>INDIANAPOLIS, INDIANA 46240<br>TELEPHONE (317) 629-0564<br>CONTACT: MARK CONFOR |                            |
| ●         | 5/8" REBAR WITH ALUMINUM CAP STAMPED WEIHE ENGR. 0012" TO BE SET       | This instrument prepared by: BRADY KUHN  |                            |



I, BRADY KUHN HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.  
*Brady Kuhn*  
BRADY KUHN  
REGISTERED LAND SURVEYOR NO. 20500007  
STATE OF INDIANA

SHEET 2 of 6



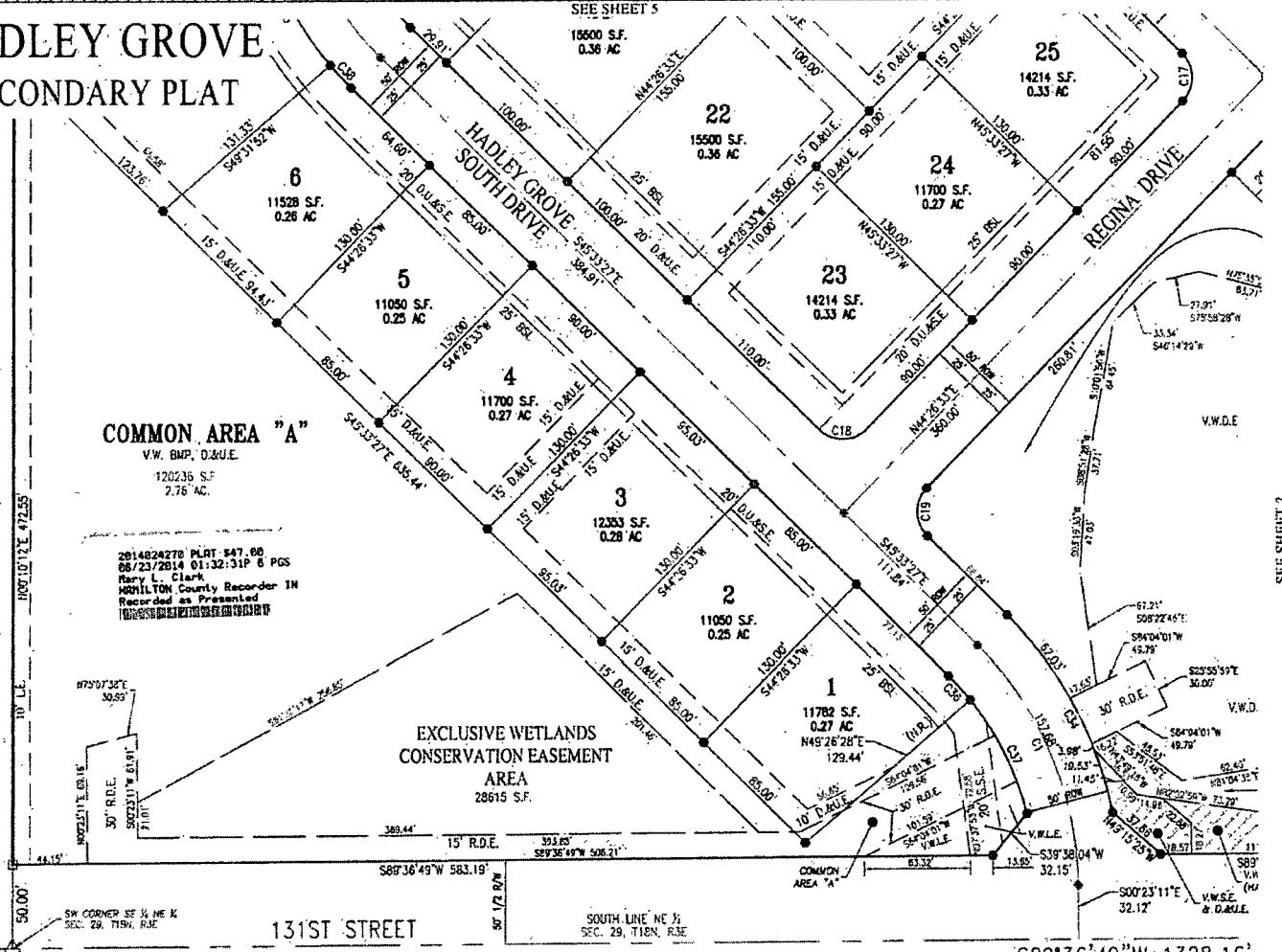
SCALE: 1"=50'

0 25 50 100

NOTE: SEE SHEET 6 FOR CURVE INFORMATION

# HADLEY GROVE SECONDARY PLAT

N00°10'12"E 985.66'



**COMMON AREA "A"**  
V.W. BMP, D.&U.E.  
120235 S.F.  
2.76 AC.

2914824278 PLAT 847.80  
08/23/2014 01:32:31P 6 PGS  
Mary L. Clark  
HAMILTON County Recorder IN  
Recorded as Presented

**EXCLUSIVE WETLANDS  
CONSERVATION EASEMENT  
AREA**  
28615 S.F.

<b>LEGEND</b>			
L.E.	LANDSCAPE EASEMENT	D.E.	DRAINAGE EASEMENT
D.&U.E.	DRAINAGE AND UTILITY EASEMENT	T.P.E.	TREE PRESERVATION EASEMENT
D.U.&S.E.	DRAINAGE, UTILITY & SANITARY SEWER EASEMENT	S.E.	SIGN EASEMENT
R.D.E.	REGULATED DRAIN EASEMENT	<b>SETBACKS</b>	
V.W.	VARIABLE WIDTH	MINIMUM LOT WIDTH AT BUILDING LINE-85'	
B.S.L.	BUILDING SETBACK LINE	MINIMUM FRONT YARD-25'	
ROW	RIGHT-OF-WAY	MINIMUM SIDE YARD-5/20'-40'-REGULATE	
N.R.	NON-RADIAL	MINIMUM REAR YARD-20'	
●	5/8" REBAR WITH YELLOW PLASTIC CAP- STAMPED WEIHE ENGR. 0012" TO BE SET		
■	CONCRETE MONUMENT TO BE SET		
●	5/8" REBAR WITH ALUMINUM CAP STAMPED WEIHE ENGR. 0012" TO BE SET		

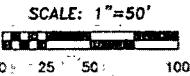


I, BRADY KUHN, HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.  
*Brady Kuhn*  
BRADY KUHN  
REGISTERED LAND SURVEYOR NO. 20500007  
STATE OF INDIANA

SHEET 3 of 6

This instrument prepared for:  
M3 HOMES  
850 LIVINGSTONE CROSSING  
SUITE 500  
INDIANAPOLIS, INDIANA 46240  
TELEPHONE (317) 525-0804  
CONTACT: MARK CONNOR

This instrument prepared by: **BRADY KUHN**  
**WEIHE ENGINEERS**  
10360 N. College Avenue  
Indianapolis, Indiana 46230  
wehe.net  
317 | 845 - 9411  
800 | 473 - 8408  
317 | 843 - 9445



NOTE: SEE SHEET 6 FOR CURVE INFORMATION

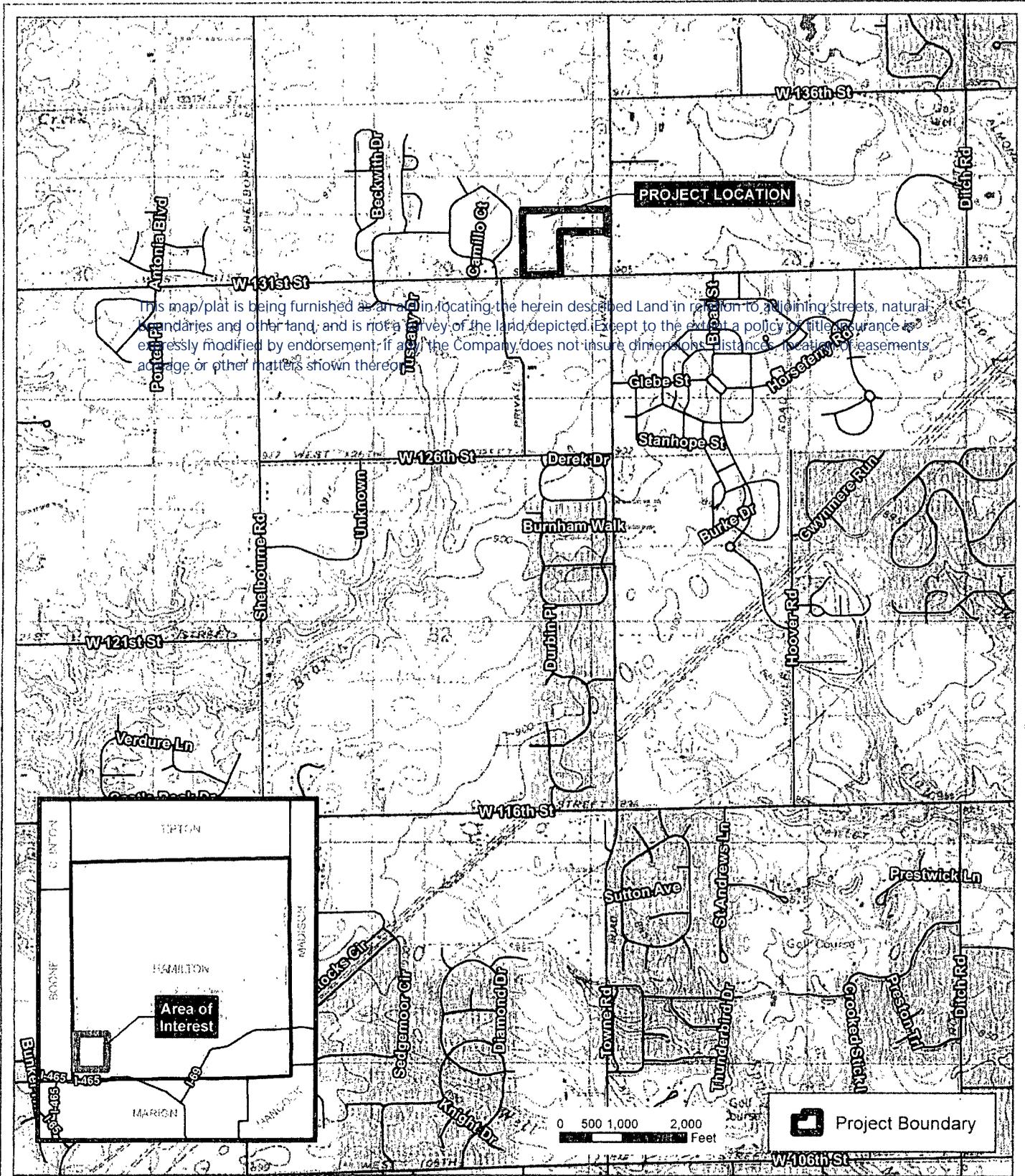
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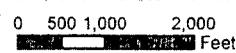
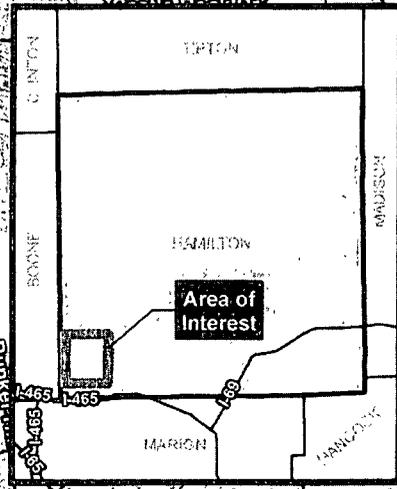




EXHIBIT C  
Permit Drawings and Natural Conditions



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distance, location of easements, acreage or other matters shown thereon.



 Project Boundary

This map and all data contained within are supplied "as is" without warranty. Cardno is not responsible for damages or liabilities of any kind that may arise out of the use of this map. It is the responsibility of the user to determine the accuracy of the data on this map. This map was not a survey and should not be used as such. The user is responsible to obtain proper survey data prepared by a licensed surveyor when required by law.

Exhibit C, Figure 1 of 3  
 Location Map



3901 Industrial Blvd, Indianapolis, IN 46254 USA  
 Phone (+1) 317-388-1952 Fax (+1) 317-388-1982  
 www.cardnojn.com

LRL 2013 242 SAM

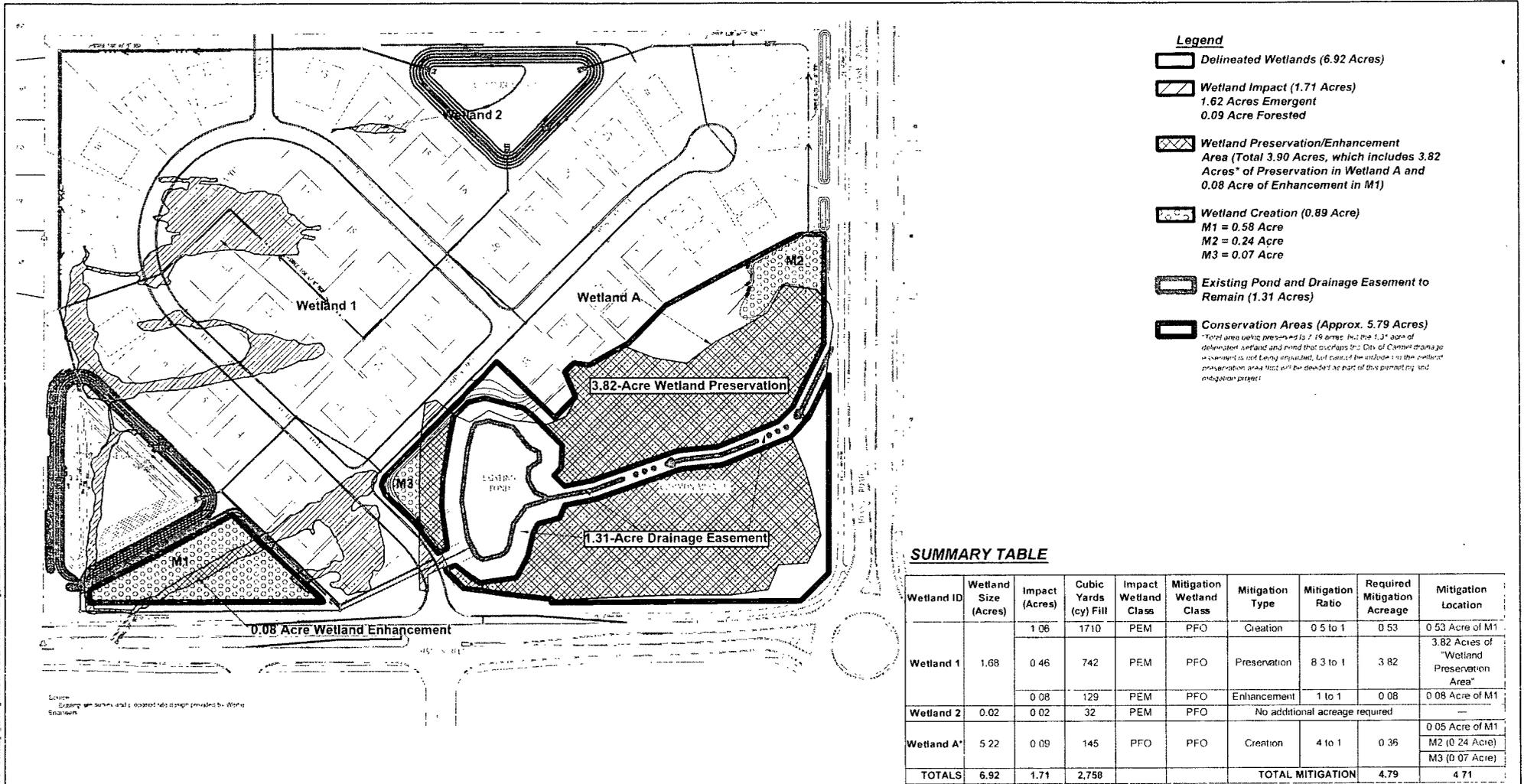


Exhibit C

Hadley Grove  
Impact and Mitigation Layout  
LRL-2013-242-SAM



Figure 2 of 3

**Cardno JFNow**  
3901 Industrial Boulevard, Indianapolis, IN 46254  
Phone 317-388-1982 / Fax 317-388-1986  
www.cardnojfnw.com

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Legend

- 
**Wetland Preservation/Enhancement Area (Total 3.90 Acres, which includes 3.82 Acres\* of Preservation in Wetland A and 0.08 Acre of Enhancement in M1)**
  
- 
**Wetland Creation (0.89 Acre)**  
 M1 = 0.58 Acre  
 M2 = 0.24 Acre  
 M3 = 0.07 Acre
  
- 
**Existing Pond and Drainage Easement to Remain (1.31 Acres)**
  
- 
**Conservation Areas (Approx. 5.79 Acres)**  
\*Total area being preserved is 7.19 acres, but the 1.31 acre of delineated wetland and pond that overlaps the City of Carmel drainage easement is not being impacted, but cannot be included in the "Wetland Preservation" area that will be included as part of this permitting and mitigation project.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

Exhibit C :Hadley Grove  
 Natural Conditions (2014 Aerial Photography)  
 LRL-2013-242-SAM



Figure 3 of 3

  
 3901 Industrial Boulevard, Indianapolis, IN 46254  
 Phone 317-388-1882 / Fax 317-388-1986  
 www.cardnojfnw.com

EXHIBIT D  
Liens and Encumbrances

Rights of way for drainage, flow and maintenance of J.W. Brendel Drain together with an additional 75 foot right of way as provided by IC 36-9-27-33, as shown on a survey by Weihe Engineers date September 19, 2012 as project no. W120366.

Easement for overhead electric and/or telecommunication line(s) granted to PSI Energy, Inc. by instrument recorded May 21, 2002 as Instrument No. 200200037079, as shown on a survey by Weihe Engineers date September 19, 2012 as project no. W120366.

Easement for five anchors with attached guys granted to Duke Energy Indiana, Inc. by instrument dated June 24, 2008 and recorded August 21, 2008 as Instrument No. 2008042953, as shown on a survey by Weihe Engineers date September 19, 2012 as project no. W120366.

25200  
121

2014056272 DECL \$252.00  
12/12/2014 11:00:09A 121 PGS  
Mary L. Clark  
HAMILTON County Recorder IN  
Recorded as Presented  


**DECLARATION OF COVENANTS AND RESTRICTIONS**

**OF**

**HADLEY GROVE**

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Exhibit A - Real Estate

Exhibit B – Conservation Easement

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Exhibit D – Fence Requirements

Exhibit E – Garage Hand Requirements

**DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
HADLEY GROVE**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this \_\_\_\_ day of \_\_\_\_\_, 2014, by M/I Homes of Indiana, L.P., an Indiana limited partnership ("Declarant").

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner in fee simple title to certain real estate located in Hamilton County, Indiana, more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as the "Real Estate"). The Real Estate is also sometimes referred to herein as the "Real Estate".

B. Declarant hereby subjects the Real Estate to the provisions of this Declaration.

C. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Real Estate shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Applicable Date" means the date determined pursuant to Paragraph 10 of this Declaration.

(b) "Architectural Review Board" means that committee of the Corporation established pursuant to Paragraph 16 for the purpose of establishing architectural standards and approving changes and improvements to Dwelling Units and Lots.

(c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(d) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the Bylaws of the Corporation.

(e) "Bylaws" shall mean the Bylaws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation.

- (f) "Common Area" means the area designated as such upon the Plat.
- (g) "Common Expense" means expenses for administration of the Corporation, expenses for the upkeep, maintenance, repair and replacement of the Common Area and all sums lawfully assessed against the Members of the Corporation.
- (h) "Conservation Easement" means the Declaration of Restrictive Covenants for Conservation recorded on November 17, 2014 as Instrument No. 2014051591 in the Hamilton County Recorder's office which covers Common Area B, Exclusive Wetlands Conservation Easement Area as shown on the Plat, a copy of which is attached hereto as Exhibit B.
- (i) "Corporation" means Hadley Grove Homeowners Association, Inc., its successors and assigns, a nonprofit corporation, whose Members shall be the Owners of Lots, or appointees as provided in Paragraph 10 of this Declaration; such Corporation being more particularly described in Paragraph 10 of this Declaration.
- (j) "Declarant" shall mean and refer to M/I Homes of Indiana, L.P., an Indiana limited partnership, and any successors and assigns whom Declarant designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.
- (k) "Dwelling Unit" means one of the living units located upon a Lot.
- (l) "Easements" means all of the easements shown on a Plat or described herein as a Landscape Easement, Drainage Easement, Drainage and Utility Easement, Drainage, Utility and Sanitary Sewer Easement, Tree Preservation Easement and Conservation Easement.
- (m) "Landscape Easement" shall mean and refer to those areas identified on the Plat to be burdened by such easement.
- (n) "Lot" means any plot of ground designated as such upon the recorded Plat of Hadley Grove and upon which one (1) Dwelling Unit is constructed, may be constructed or exists thereon. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.
- (o) "Member" means a member of the Corporation.
- (p) "Mortgagee" means the holder of a first mortgage lien on a Lot.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.
- (r) "Plat" means the survey of Hadley Grove Secondary Plat and the Lots, Common Areas and Easements shown thereon prepared by Brady Kuhn, Weihe

Engineers, a registered land surveyor, being recorded on June 23, 2014 as Instrument No. 2014024270.

(s) "Hadley Grove" means the name by which the Real Estate which is the subject of this Declaration, shall be known.

(t) "Tract" means the Real Estate.

(u) "Utility, Drainage and Sewer Easements" means the areas of ground on the Plat marked Drainage Easement, Drainage, Utility and Sanitary Sewer Easement.

(v) "Exclusive Wetlands Conservation Easement Area" means the area of ground on the plat marked Common Area B.

(w) "Zoning Commitments" means those commitments and agreements contained in Hadley Grove Planned Unit Development Zoning Ordinance Z-572-13, recorded on June 23, 2014 as Instrument No. 2014024269 in the Hamilton County Recorder's office, a copy of which is attached hereto as Exhibit C.

2. Declaration. Declarant hereby expressly declares that the Tract shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of Hadley Grove. Hadley Grove consists of 38 Lots, together with the Common Area and Easements as designated on the Plat. The Common Area, Easements, Right-of-Ways and the size of the Lots are as designated on the Plat. The legal description for each Lot in Hadley Grove shall be as follows:

Lot \_\_\_\_ in Hadley Grove, a subdivision in Hamilton County, Indiana, as per plat thereof recorded June 23, 2014 as Instrument Number 2014024270, in the Office of the Recorder of Hamilton County, Indiana.

4. Lot Boundaries and Access. The boundaries of each Lot in Hadley Grove shall be as shown on the Plat.

5. Common Area. Common Area includes all the area designated as such on the Plat, including, but not limited to, the ponds, drainage areas and the Exclusive Wetlands Conservation Easement Area, but excluding all Lots and Easements located on the Lots. Declarant has the right, but not the obligation, to construct recreational facilities in any of the Common Area, and if such facilities are constructed, such facilities shall be part of the Common Area.

6. Ownership and Use of Common Area. The Common Area shall be conveyed to or owned by the Corporation, and shall be held for the use and enjoyment of the Members, all of whom shall have the right and easement of enjoyment in and to the Common Area which right shall pass with title to every Lot, subject to the provisions of this Declaration, including but not limited to, the following:

(a) Prior to the Applicable Date, the rights of Declarant, without approval of any Member or mortgagee, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such Common Area purpose. After the Applicable Date, the right of the Corporation, upon approval by a written instrument signed by two-thirds of all Class A Members, two-thirds of all Class B Members and by two-thirds of all first mortgagees, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such Common Area purposes and subject to such conditions as may be agreed by the Corporation.

(b) The right of the Corporation to adopt such rules and regulations regarding the Common Area as it deems necessary as provided in Paragraph 11.

(c) The Common Area in Hadley Grove shall be conveyed to or owned by the Corporation on the Applicable Date or earlier; provided, however, that the conveyance of the Common Area to the Corporation shall not prevent Declarant from improving the Common Area as Declarant deems appropriate at any time prior to the Applicable Date. No consent or approval by any member or mortgagee is required for Declarant to convey the Common Area to the Corporation.

7. Delegation of Use of the Common Area by Member. Any Member or Member of Hadley Grove Owners Association may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment and use of the Common Area to members of his family, his tenants or contract purchasers who reside on any Lot.

8. Easements in Common Area. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in the Common Area and Easements. Such easement and right to use shall pass with title to the Lot even though not expressly mentioned in the document passing title.

An easement is also granted to the Corporation, its officers, agents and employees and to the Managing Agent (as defined in Paragraph 11(f)) to enter in or to cross over the Common Area, Easements and Lots to perform its duties; provided, however, reasonable notice shall be given the Lot Owner, except in the case of an emergency.

9. Easements.

(a) Landscape Easement. Declarant hereby declares, creates, grants and reserves the Landscape Easement as shown on the Plat as a non-exclusive easement for the use of the Declarant and the Corporation for installation, maintenance and removal of trees, shrubbery, flowers and other plantings, entryway signage and additional similar landscape improvements. Except as installed by the Declarant or the Corporation, and except for any utility facilities or drainage facilities which may be installed in any easement that may now or hereafter be declared, granted or reserved in or upon any portion of the Real Estate and designated on the Plat as a Landscape Easement, no structures or other improvements shall be installed or maintained in or upon any

Landscape Easements. Notwithstanding the foregoing provisions of this Paragraph and the provisions of any Plat or other recorded instrument executed by Declarant designating a Landscape Easement, a Landscape Easement shall automatically terminate as to that portion of such easement area that is located within or upon any public right-of-way hereafter dedicated to the public upon the recording of a Plat or other instrument creating such public right-of-way. The landscaping located within the Landscape Easement shall be maintained by the Corporation and the Corporation shall have an easement of ingress and egress on and over the Lots adjacent thereto for the purpose of satisfying this maintenance obligation. The landscaping and other improvements planted or installed by the Declarant and/or the Corporation within the Landscape Easement may not be removed by any Owner, nor may any Owner add any landscaping or improvements to such easement area without the prior approval of the Architectural Review Board.

(b) Utility, Drainage and Sewer Easements. The Utility, Drainage and Sewer Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Corporation for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Utility, Drainage and Sewer Easements are hereby created and reserved for (i) the use of Declarant for access to and construction, maintenance, operation, repair and control of any retention and detention ponds and improvements comprising and/or related to the storm water drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Corporation for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot subject to a Utility, Drainage and Sewer Easement shall be required to keep the Easement area on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without the appropriate governmental and prior written approval of the Declarant. The Drainage, Utility and Sanitary Sewer Easements are hereby created and reserved for the use of Declarant and the City of Carmel for installation and maintenance of an underground sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph.

(c) Exclusive Wetlands Conservation Easement. Declarant hereby declares, creates, grants and reserves the Exclusive Wetlands Conservation Easement as shown on the Plat. Notwithstanding any provision of this Declaration to the contrary, the use of Common Area B, Exclusive Wetlands Conservation Easement Area is subject to the Conservation Easement. In the event of a conflict between this Declaration and the Conservation Easement, the Conservation Easement shall control. Declarant has entered into a Maintenance and Monitoring Agreement with JF Cardo New (“JFCN”), pursuant to which JFCN will maintain the Common Area B, Exclusive Wetlands Conservation Area in accordance with the Conservation Easement (the “Conservation Area Maintenance”). Declarant shall pay the cost of the Conservation Area Maintenance through December 31, 2019; thereafter the cost of the Conservation Area Maintenance

shall be a Common Expense. Any activity on, or use of, the Common Area B, Exclusive Wetlands Conservation Area, which is or may become inconsistent with the purposes of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited except as provided for in the Conservation Easement:

(i) General/Topography. There shall be no filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of topography in any manner.

(ii) Waters and Wetlands. There shall be no draining, ditching, diking, dredging, channelizing, damming, pumping, or impounding; no changing the grade or elevation, impairing or diverting the flow or circulation of waters, or reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.

(iii) Trees/Vegetation. There shall be no clearing, burning, cutting, mowing or destroying of trees or vegetation.

(iv) Non-Native/Exotic Species. There shall be no introduction of non-native or exotic species to the Common Area B, Exclusive Wetlands Conservation Area.

(v) Uses. There shall be no agricultural, commercial, or industrial activity undertaken or allowed on the Common Area B, Exclusive Wetlands Conservation Area, including but not limited to grazing and mining. There shall be no horseback riding, whether on or off an established trail.

(vi) Structures. There shall be no construction, erection, or placement of buildings, billboards, signs, or any other temporary or permanent structure, nor any additions to existing structures.

(vii) Roads. There shall be no construction or building of new roads, trails, or other rights of way without the prior written approval by the US Army Corps of Engineers, Louisville District.

(viii) Vehicles. There shall be no use of any motorized vehicles, off road vehicles, 4-wheel drive vehicles, all-terrain vehicles, snowmobiles, or other types of motorized recreational vehicles in any Common Area, except on existing roads and except as necessary by authorized agents or contractors to manage the Common Area B, Exclusive Wetlands Conservation Area. Only licensed, operable and non-commercial passenger vehicles intended for use on the public/private roadways are allowed on same.

(ix) Utilities. There shall be no construction or placement of utilities or related facilities without the prior written approval of the US Army Corps of Engineers, Louisville District.

(x) Waste. There shall be no placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, or industrial, municipal, or agricultural waste on the Common Area B, Exclusive Wetlands Conservation Area.

(xi) Pest Control. There shall be no application of pesticides or biological controls, including but not limited to insecticides, fungicides, rodenticides and herbicides, without prior written approval from the US Army Corps of Engineers, Louisville District.

(d) Tree Preservation Easement. The Tree Preservation Easement is shown on the Plat and shall be regulated and maintained in accordance with Section 5.3 of the Zoning Commitments.

(e) Access Easement. Declarant hereby declares, creates, grants and reserves the Access Easement as shown on the Plat across Lots 32 and 33 as a non-exclusive easement for the use of the Declarant and the Corporation for the installation and maintenance of an asphalt recreational path and/or trail (the "Path") from Regina Court to connect to an existing recreational path/trail adjacent to Towne Road. As required by the Zoning Commitments, neither Declarant, the Corporation or any Owner may prohibit the use of the Path by the public; however, Declarant and the Corporation may adopt and enforce reasonable rules and regulations regarding the use of the Path. Such rules and regulations may include requirements regarding hours of use, safety guidelines (including the prohibition of certain types of activities on the Path) and enforcement procedures. The maintenance of such Path shall be the obligation of the Corporation. Except as installed by Declarant, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said Access Easement. No person shall erect, install or maintain any barriers or other obstructions restricting, limiting, interfering, or blocking the Access Easement granted herein. Notwithstanding the foregoing, an Owner may install a fence on such Owner's Lot outside of the Access Easement. Such fence, as it abuts the Access Easement shall be uniform in size, design and materials and shall be maintained by such Owner in good condition. Any fence must comply with the requirements of this Declaration and the Zoning Commitments.

(f) Sign Easement. Declarant hereby reserves an easement across Lots 33 – 38, inclusive, for the purpose of posting signs related to the Exclusive Wetlands Conservation Easement Area. Such signs shall be maintained by the Corporation. If any Owner removes such signs from such Owner's Lot, the Corporation, at such Lot Owner's expense, shall replace such signs.

10. Corporation; Membership; Voting; Functions.

(a) Membership in Corporation. Declarant and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases at which time his membership shall terminate and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he acquires fee simple title to such Lot, at which time he shall automatically be and become an Owner and a Member of the Corporation.

(b) Voting Rights. The Corporation shall have two (2) classes of membership with the following voting rights:

(i) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons together shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine. In no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to ten (10) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the Applicable Date. The "Applicable Date" is the first to occur of (i) the date upon which the written resignation of the Class B Members is delivered to the resident agent of the Corporation, (ii) within one hundred twenty (120) days after the date when eighty-five percent (85%) of all Lots have been conveyed by Declarant to third party purchasers who will reside on such Lots, or (iii) December 31, 2024.

(iii) Appointment of Declarant as Owner's Agent. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any method shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Corporation are entitled to vote under the Declaration, the Articles, the Bylaws or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Area, to pay taxes assessed against and payable with respect to the Common Area, to pay any other necessary expenses and costs in connection with the Common Area and to perform such other functions as may be designated for it to perform under this Declaration.

11. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or is a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 11.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of three (3) persons as designated in the Articles, to-wit: Cliff White, Ann Kloc and Jerrod Klein (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in this Declaration, the Articles or the Bylaws (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

(c) Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee of such Owner shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one (1) person at a time.

(d) Term of Office and Vacancy. Subject to the provisions of subparagraph (b) of this Paragraph 11, at least one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date. After the Applicable Date, the Board of Directors will consist of three (3) members, elected by the Owners. Each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date (which, if appropriate, may be a special meeting) one (1) member of the Board of Directors shall be elected for a three (3) year term, one (1) member for a two (2) year term, and one (1) member for a one (1) year term so that the terms of at least one-third

(1/3) of the members of the Board shall expire annually. If such election is at a special meeting, the term of each of the Directors elected at the special meeting shall include the time from the special meeting to the applicable annual meeting. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subparagraph (b) of this Paragraph 11 as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with subparagraph (e) of this Paragraph 11. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or with respect to whom there has otherwise been a vacancy.

(e) Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, a replacement Director shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

(f) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, providing for the administration of the Corporation, the management, maintenance, repair, upkeep and replacement of the Common Area and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties. The Board's duties include, but are not limited to:

(i) Upkeep, repair, remediation and replacement of the Common Area; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(ii) Landscaping, maintenance and upkeep of the Common Area, such maintenance obligation specifically includes, but is not limited to, signage, drainage areas and related facilities, ponds, trails, conservation areas, lakes, and any recreational facilities.

(iii) Assessment and collection from the Owners of each Owner's respective share of the Common Expenses;

(iv) Preparation of the proposed annual budget, a copy of which will be provided to each Owner at the same time as the notice of annual meeting is mailed or delivered;

(v) Providing annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be provided to each Owner within ninety (90) days of the end of the prior year.

(vi) Procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(vii) Paying taxes assessed against and payable with respect to the Common Area and paying any other necessary expenses and costs in connection with the Common Area;

(viii) Comply with the Zoning Commitments; and

(ix) Comply with the terms of the Conservation Easement.

(g) Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(i) To employ a Managing Agent to assist the Board in performing its duties;

(ii) To purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(iii) To employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;

(iv) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the Board of Directors to perform its duties;

(v) To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(vi) To open and maintain a bank account or accounts in the name of the Corporation;

(vii) To promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation

and enjoyment of the Tract and the Common Area (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly provided to all Owners. Such rules and regulations may provide that an Owner's failure to comply with such rules and regulations may result in (i) the imposition of fines by the Corporation against such Owner; all costs of litigation and remedy, including but not limited to, attorney fees, administrative costs, court costs and the cost or removal or repair of such damages and/or (ii) such Owner losing the right to use the Common Area and related facilities.

(h) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00) without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

(i) Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(ii) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget; and

(iii) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(j) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(k) Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and

necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in actions, suits or proceedings where such Director is adjudged liable for bad faith, gross negligence or willful misconduct in the performance of his duties. The Corporation shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

(l) Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Corporation, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors. Any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. A Managing Agent shall provide such bond at its expense. For all officers and directors, the expense of any such bonds shall be a Common Expense.

(m) HOA Act. Notwithstanding any provision of this Declaration to the contrary, the Corporation shall be run with due regard and in compliance with the Homeowner's Association Act, Indiana Code Section 32-25.5-3-1 et seq. (the "HOA Act"). As a part of this obligation, the Corporation shall (i) maintain the roster and other information regarding the Owners and make such information available to the Owners as required under Section 32-25.5-3-1 of the HOA Act, (ii) shall prepare and adopt an annual budget consistent with the requirements and procedures of Section 32-25.5-3-3 of the HOA Act, (iii) not enter into any contract or borrow funds in violation of Section 32-25.5-3-4 and Section 32-25.5-3-5 of the HOA Act, and (iv) maintain a grievance resolution procedure required under Section 32-25.5-3-6 of the HOA Act, which procedure is set forth in the By-Laws.

12. Initial Management. The Initial Board of Directors has entered or may hereafter enter into a management agreement with Declarant or a corporation or other entity affiliated with Declarant or a third party management company for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days' notice. Declarant, such affiliate of Declarant or such third party management company will provide supervision, management and maintenance of the Common Area and in general, perform all of the duties and obligations of the Corporation. Each Owner hereby authorizes the Corporation and the Board of Directors

and its officers to enter into the aforesaid management agreement and to adhere to and abide by the same. Until the Applicable Date, Declarant hereby reserves the exclusive right to manage the Tract and perform all the functions of the Corporation.

13. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Real Estate or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Real Estate or that part thereof that is assessed as a whole. Such Owner's proportionate share shall be the ratio that the square footage of his Lot bears to the total square footage of all the land comprising the Real Estate or part thereof assessed as a whole. Real estate taxes assessed on the improvements on the Real Estate shall be paid by the Owner of such improvements. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Corporation and treated as a Common Expense.

14. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation. Utilities for the Common Area shall be a Common Expense.

15. Maintenance, Repairs and Replacements.

(a) By the Corporation. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses. After the Applicable Date and for so long as the Declarant owns any Lot(s), Declarant may, upon five (5) days' notice to the Corporation, undertake any maintenance, repair or upkeep which the Corporation is obligated, but has failed, to undertake. Declarant may then bill the Corporation for the cost of such maintenance, repair or upkeep. Such bill, if not paid by the Corporation within thirty (30) days of receipt, shall bear interest at the rate of (12%) per annum.

(b) By Owners. Each Owner shall be responsible for maintaining and keeping his Lot, Dwelling Unit, and all other structural improvements located on his Lot in a good, clean, neat, sanitary and well maintained condition. The obligation to maintain a Lot shall exist, whether or not a Dwelling Unit exists on such Lot, and the Owner of such Lot shall keep such Lot maintained in the same manner as such Lot would be maintained if a Dwelling Unit existed thereon.

Each Owner shall also maintain, if applicable, (i) the dusk-to-dawn lights installed on his Lot in good working condition, including but not limited to, replacement of photo cells; (ii) the mailbox and post installed on his Lot in good working condition; and (iii) any trees originally planted on his Lot in the area adjacent to the sidewalk ("Street Trees"). Any repair or replacement of mailboxes and/or posts shall be of the same design and quality as originally installed by Declarant. Each Owner shall be responsible for the maintenance of the Street Trees located on his Lot. In the event any Street Tree dies, the

Owner of such Lot shall be responsible for replacing, at Owner's expense, the Street Tree with a substantially similar tree or with a tree compliant with current allowable trees under local ordinance at the time of such replacement.. Such tree replacement must be approved by the Architectural Review Board and must comply with the Zoning Commitments.

(c) Damage to Common Area. If, due to the willful, intentional or negligent acts or omissions of an Owner, a member of his family or a guest, tenant, invitee or other occupant or visitor of such Owner, any Common Area is damaged, then such Owner shall pay for such damage and necessary maintenance, repairs and replacements, as may be determined by the Corporation, as well as all costs of litigation and remedy, including but not limited to, attorney fees, administrative costs, court costs and the cost or removal or repair of such damages unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(d) Owner's Failure to Maintain. If any Owner shall fail (i) maintain and keep his Lot, Dwelling Unit and other structural improvements located on his Lot in a good, clean and sanitary condition as determined by the Board of Directors or (ii) comply with the terms of this Paragraph 15, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost as well as all costs of litigation and remedy, including but not limited to, attorney fees, administrative costs, court costs and the cost or removal or repair of such damages shall be added to and become a part of the Owner's assessment. Such cost shall be immediately due and shall be secured by the Corporation's lien on the Owner's Lot.

(e) Corporation's Easement Over Lots. So long as the Tract is subject to this Declaration, each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right, in the form of a permanent easement, to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair, landscaping or other work contemplated herein.

#### 16. Architectural Control.

(a) The Architectural Review Board. There shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as a standing Corporation of the Corporation. Until such time as a building permit has been issued for each Lot, the Architectural Review Board shall be the Initial Board of Directors. The Initial Board of Directors may delegate its rights and obligations as the Architectural Review Board to the Management Agent. Until such time as a building permit has been issued for each Lot, the Architectural Review Board shall be appointed by the Declarant and may be different than or the same as the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Tract (including the Common

Area, Easements and Lots) and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and improvements and comply with the Zoning Commitments and Conservation Easement.

(c) Conditions. No improvements, alterations, excavation, landscape changes or additions or changes in grade or other work which in any way alters any Lot or the exterior of any Dwelling Unit or other improvement thereon shall be made or done without the prior written approval of the Architectural Review Board. No building, fence, wall, pool, spa, hot tub or other structure or improvement shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the plans by the Architectural Review Board. Additional restrictions and prohibitions regarding pools, fences, spas, decks, playground equipment, basketball goals, flag poles, storage sheds, mini-barns and exterior painting are set forth in paragraph 21. Plans must comply with the requirements of this paragraph 16, paragraph 21, the Zoning Commitments, any rules and regulations adopted by the Architectural Review Board, and all applicable municipal rules, regulations and ordinances. Notwithstanding the foregoing, the initial construction of a Dwelling Unit shall be approved by Declarant only.

(d) Procedures.

(i) Approval Process. The Architectural Review Board has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the Declarant (or the Corporation, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Architectural Review Board, and the Architectural Review Board shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Tract and such Owners and builders shall conduct their operations strictly in accordance therewith. The Architectural Review Board, or its designee, must give written approval for any building contractor selected by the Lot Owner for construction.

Prior to any construction on any Lot, the approval of the Architectural Review Board must be obtained after written application has been made to the Architectural Review Board by the Owner of the Lot requesting authorization from the Architectural Review Board. Such written application shall be made in the manner and form prescribed from time to time by the Architectural Review Board in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Architectural Review Board.

(ii) Power of Disapproval. The Architectural Review Board may refuse to grant permission to construct, place or make the requested improvement, when:

(1) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of this Declaration, the plat restrictions or any rules, regulations or guidelines adopted by the Architectural Review Board;

(2) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Architectural Review Board;

(3) the proposed improvement, or any part thereof, would, in the sole opinion of the Corporation, be contrary to the interest, welfare or rights of all or part of other Owners; or

(4) the removal or placement of landscaping or structures in any easements.

(iii) Duties of the Architectural Review Board. The Architectural Review Board shall approve or disapprove proposed improvements within thirty (30) calendar days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Architectural Review Board for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. In the event that the Architectural Review Board fails to provide written notice of approval or to request written notice for additional information within 45 days after submission of all required or requested information, the plans shall be deemed and presumed denied. MUST HAVE WRITTEN APPROVAL BY ARCHITECTURAL REVIEW BOARD. NO VERBAL APPROVALS ALLOWED.

(iv) No Waiver of Future Approvals. The approval of the Architectural Review Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Architectural Review Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(v) Variance. The Architectural Review Board may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted

rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Architectural Review Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the Architectural Review Board shall not be considered hardships warranting a variance.

(vi) Compliance with Guidelines. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Architectural Review Board may be excluded by the Architectural Review Board from the Tract without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by Declarant or the Architectural Review Board.

(vii) Non-Liability of Declarant, Architectural Review Board. Neither the Declarant, nor the Architectural Review Board shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Architectural Review Board, or Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with this Declaration, any recorded plat governing the Real Estate or any applicable code, regulation or law.

(viii) Inspection. The Architectural Review Board and the Declarant and/or any property management organizations personnel may inspect work being performed to assure compliance with this Declaration, the plat restrictions and applicable regulations. However, neither the Architectural Review Board, nor any Member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the Architectural Review Board, or Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Architectural Review Board, or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

(ix) No Compensation. Neither the Architectural Review Board nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

17. Assessments.

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by an accountant approved by the Board, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the next fiscal year estimating the total amount of the Common Expenses for the next fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments for the next fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of those Owners present either in person or by proxy; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget and the Regular Assessments shall, in addition, be established to include (1) Regular Assessments; and (2) the establishment and maintenance of a replacement reserve fund for capital expenditures, replacement and repair of the Common Area that must be repaired and replaced on a periodic basis and the Conservation Easement Maintenance. The replacement reserve fund shall be used for these purposes and not for usual and ordinary maintenance expenses. By way of example only, the replacement reserve fund will be used for repairing and replacing items such as pumps, filters, landscaping or other mitigation or refurbishment of Conservation areas (other than annual plantings and mulch), signage, lighting and equipment. Usual and ordinary expenses which will not be paid out of the replacement reserve fund include but are not limited to, snow removal, fertilization, annual plantings, mulch, and preventive maintenance contracts. Such replacement reserve funds for capital expenditures and replacement and repair of the Common Area shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more federally insured banks or savings and loan associations or in certificates of deposit authorized to conduct business in Hamilton or Marion County, Indiana as selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses. If an annual budget is not approved by the Owners as herein provided for the then current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved

budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

(c) Regular Assessments. The annual budget, as adopted by the Owners, shall contain a proposed assessment against each Lot equal to the Common Expenses multiplied by a percentage equal to one divided by the total number of Lots in the Tract. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds. The Regular Assessment against each Lot shall be paid in advance in equal monthly installments, with the first payment due on the first day of the first month of each fiscal year and each month thereafter. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. An Owner may elect to pay assessments annually, in advance. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget:

(i) If the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(ii) If the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment annually in advance, then the adjustments set forth under (i) or (ii) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Paragraph 19 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration.

(e) Additional Assessments. In the event that Declarant constructs any recreational or similar facilities which recreational or similar facilities are for the sole benefit and use of the Owners of Lots in a particular section of Hadley Grove, the expenses associated therewith shall be an Additional Assessment. Any Additional Assessment will be assessed against each benefited Lot in an amount equal to the expenses multiplied by a percentage equal to one (1) divided by the total number of Lots in the affected section. Additional Assessments shall be included in the annual budget and shall be due at the same time as the Regular Assessment.

(f) Replacement Reserve Fund. Ten percent (10%) of the Regular Assessment shall be deposited into the replacement reserve fund (as established by Paragraph 17 (b)).

That portion of the Regular Assessment collected by Declarant prior to the Applicable Date applicable to the replacement reserve fund shall be held by the Initial Board and used for those expenses described in paragraph 17(b). To the extent that such

replacement reserve fund is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

Payment of the Regular Assessment prior to the Applicable Date with respect to each Lot shall commence on the date of conveyance of such Lot by Declarant to a new owner ("Commencement Date"). The first payment shall be payable on the Commencement Date prorated to the first day of the month when the next payment is due. Thereafter, payment of the Regular Assessment shall be paid monthly/quarterly/annually.

(g) Payment of Assessments by Declarant and Builders. The Declarant or any builder constructing Dwelling Units within the Tract shall not be assessed any portion of any Regular, Special or Additional Assessment. The Declarant shall have the right but not the obligation to subsidize the Common Expenses. Any such payment by the Declarant shall not establish any precedent for further or additional payments. Further, Declarant may advance funds to offset deficits on terms and conditions acceptable to the Board of Directors and Declarant.

(h) Working Capital Contribution. At the closing of the purchase of a Lot, the purchaser is required to pay a sum equal to not more than six (6) full months of the initial Regular Assessments due on such Lot as purchaser's initial contribution to the working capital of the Corporation. The funds shall be deposited equally into the Corporation operating account and the Reserve Fund. This sum is not an advance payment of Regular Assessments, but is allocated to the working capital fund to meet unforeseen expenditures and operating expenses and to purchase additional equipment and services. After the Applicable Date, the balance of the working capital fund shall be transferred to the Corporation.

(i) Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments, Additional Assessments and Special Assessments or from contributing toward the Common Expenses or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular, Additional and Special Assessments. 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 Regular Assessment, Additional Assessment or Special Assessment when due, administrative and late charges of \$50.00 per month shall accrue in addition to interest on the unpaid balance. The Corporation may file a lien for such assessment on the Owner's Lot may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment, Additional Assessment or Special Assessment, the Board may, in its discretion, accelerate the entire balance of unpaid assessments and declare the same immediately due and payable. The Board may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment, Additional Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment, Special Assessment or Additional Assessment,

whether by foreclosure or otherwise, the Corporation shall be entitled to recover from such Owner the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and late fees plus interest from the date such assessments were due until paid at the rate equal to the prime interest rate as announced by Chase Bank, Indianapolis, NA, from time to time by (or if said bank is no longer in existence then such rate charged by a national bank in Hamilton or Marion County, Indiana, selected by the Board of Directors) during the unpaid period plus twelve percent (12%).

(j) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment, Additional Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien will not relieve the prior owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments, Additional Assessments or Special Assessments thereafter becoming due or from the lien therefore. Any such unpaid Regular Assessments, Additional Assessments or Special Assessments shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

18. Mortgages and Unpaid Assessments.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee, as may be otherwise required by this Declaration, the Bylaws or otherwise, shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to

purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments, Additional Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Paragraph 16 hereof.

19. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Common Area in an amount equal to the full replacement value of the improvements which in whole or in part, comprise the Common Area, unless the Board determines that a lesser amount of insurance is appropriate. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to Mortgagees.

(b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any Corporation or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

(c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance

on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses.

(e) Owners to Maintain Insurance. Each Owner shall be solely responsible for loss or damage to his Dwelling Unit and the contents thereof, however caused, and his personal property stored elsewhere on the Tract and the Corporation shall have no liability to the Owner for such loss or damage. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

20. Casualty and Restoration of Common Area. In the event of damage to or destruction of any of the Common Area or Landscape Improvements due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

In the event (i) the insurance proceeds received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area; or (ii) there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area or Landscape Improvements to as near as possible the same condition as it existed immediately prior to the damage or destruction.

21. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units, Tract and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner or by the Corporation. An Owner and/or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family. No Lot shall be subdivided to form lots of less area. No use shall be made of any Lot except as permitted by the Zoning Commitments and applicable zoning and subdivision control ordinances under which this Property is developed.

(b) All Dwelling Units shall have the minimum square footage of finished living area (exclusive of garages, carports, basements and porches) required by the Zoning Commitments.

(c) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Area which will cause an increase in the rate of insurance on any Common Area. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance on any Dwelling Unit or any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted on any Lot. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot; nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by this Declaration which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building. No awning, canopy or shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Dwelling Unit without the prior written consent of the Architectural Review Board.

(f) No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed to public view on any Lot at any time solely for the purpose of advertising a property for sale. Declarant may use larger signs during the sale and development of the Tract.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be kept within a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. All such pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of dogs, or noises from other pets, or pets not kept on a leash when walked, or vicious animals shall constitute a nuisance and may be ordered by the Corporation to be removed from the property. All local laws and ordinances regarding the leashing and waste removal of such pets shall be enforced. Owners shall be responsible for all damages, including damage from waster caused by their pets.

(h) No outdoor animal kennels or quarters can be constructed on any Lot.

(i) All rubbish, trash or garbage shall be stored in closed sanitary containers, shall be regularly removed from the Lots, and shall not be allowed to accumulate. Trash may be placed at the curb of each Lot no earlier than 6:00 p.m. the night before scheduled collection, and trash receptacles shall not be permitted to remain outside for more than twenty-four (24) hours after service by trash removal service. The burning of trash and open fires not contained within a cooking grill or exterior fireplace or pit if part of approved exterior modifications, are prohibited.

(j) No industry, trade, or other commercial activities shall be conducted on the Tract; provided, however, that notwithstanding the foregoing, home offices and home business activities conducted by the Owner of such Dwelling Unit are permissible provided all of the following conditions are met:

(i) there is not significant increased traffic in and around the Tract as a result of such use or activity;

(ii) no signs, billboards, or other advertising materials are displayed or posted on the exterior of any Dwelling Unit or anywhere else on the Tract;

(iii) the use or activity does not violate existing laws, including zoning laws and such use or activity is conducted during reasonable hours

(iv) the use or activity does not violate any of the other provisions of this Declaration, including, but not limited to, this paragraph 20;

(v) the Owner of the Dwelling Unit shall maintain all necessary casualty and public liability insurance; and

(k) No structure of a temporary character, tent, shack, basement, garage, barn or other outbuilding shall be maintained on any Lot, nor shall any garage or other building, except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters either temporarily or permanently.

(l) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Area.

(m) No boat docks, decks, rafts or similar structures or improvements shall be permitted on or near the lakes ("lakes" shall include all ponds and all other bodies of water in the Common Area). No Owner of any Lot shall do or permit to be done any action or activity which could result in the pollution of the lakes, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper lake management or otherwise impair or interfere with the use of the lake for drainage

and related purposes. No Owner, members of their families, guests or invitees or occupants of any Dwelling Unit or other persons entitled to use the same, may swim, boat, ice skate or engage in similar activities on the lakes. No individual using a lake has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Corporation, subject to the rights of the Declarant, the Corporation, their employees, successors and assigns as set forth in the Declaration with respect to maintenance and repair of lakes and Common Area. No one shall do or permit any action or activity which could result in pollution of any lake, diversion of water, elevation of any lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or lake management.

(n) No boats, campers, and/or trailers of any kind, buses, mobile homes, recreational vehicles, trailers, trucks (larger than 3/4 ton), semi-tractor trucks, semi-trucks, semi-tractor trailers, disabled vehicles and/or trailers, all terrain vehicles, snow mobiles, jet skis, motorcycles, mini bikes, scooters and/or mopeds shall be permitted, parked or stored anywhere within the Tract, unless stored completely enclosed within a garage or necessary or incidental to Declarant's or the Corporation's business. No repair work shall be done on the Tract on any vehicles, including passenger automobiles, unless completely enclosed within the garage. No commercial vehicles are allowed larger than a standard passenger vehicle and all such vehicles must be parked within the garage.

(o) Except as required in paragraph 15(b) with respect to an Owner's maintenance of Street Trees, no Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area or Easements, except with express prior written permission from the Architectural Review Board.

(p) No Owner may rent or lease his Dwelling Unit for transient or hotel purposes. Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

(q) There are designated on the Plat building lines. Except as required for utilities to serve the Tract or a Lot, no building or structure will be permitted within this no-build area.

(r) Any fences to be constructed on a Lot must be constructed in accordance with Exhibit D, the provisions of Section 4.3(G) of the Zoning Commitments and must be approved by the Architectural Review Board. All fences must be kept in good repair by the Owner. Pursuant to the requirements of the City of Carmel, no fences may be constructed within a Drainage Easement.

Any Owner who receives approval of the Architectural Review Board to construct a fence or other improvement within an Easement constructs such fence or other improvement at such Owner's sole risk. In the event work is required in such Easement, Declarant, any third party so authorized in this Declaration and/or any authorized municipal body or utility provider may undertake such work without liability to repair or

replace any damage to any fence or other improvement. Any fence or other improvement which impedes or restricts drainage may be modified or removed by the Corporation or applicable municipal entity or utility provider. The cost thereof shall be the Owner's expense and treated as an Additional Assessment against such Owner's Lot.

(s) No antenna, satellite dishes or other device for the transmission or reception of radio, television or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground whether attached to a Dwelling Unit or otherwise on any Lot without the written approval of the Architectural Review Board. Notwithstanding the foregoing, any such device may be installed and maintained on any Lot without the written approval of the Architectural Review Board if (i) it is not visible from neighboring Lots, streets or Common Area; or (ii) the Owner prior to installation has received the written consent of the Owners of all Lots who would have views of the device from their Lots and presented such consents to the Architectural Review Board; or (iii) the device is virtually indistinguishable from structures, devices or improvements such as heat pumps, air conditioning units, barbeque grills, patio furniture and garden equipment which are allowed by this Declaration; or (iv) it is a satellite dish two (2) feet or less in diameter.

(t) No above ground swimming pools shall be erected, constructed or installed on any Lot. The construction of any in ground pool, decks, hot tub or spa requires the prior written approval of the Architectural Review Board. Notwithstanding the foregoing, temporary wading pools without pumps, measuring no more than six feet (6') in diameter are permitted without approval of the Architectural Review Board. Such temporary wading pools must be drained and stored indoors on a nightly basis.

(u) Any change to an exterior color must be approved by the Architectural Review Board and must satisfy the Zoning Commitments.

(v) No clotheslines, equipment, garbage cans, woodpiles or storage piles shall be kept outside of a Dwelling Unit.

(w) In order to maintain the standards of Hadley Grove, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere on a Lot. An Owner's failure to comply with this requirement shall allow the Declarant or the Corporation to cut weeds or clear the refuse from such Lot at the expense of the Owner thereof, and there shall be a lien against said Lot for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Corporation or the Declarant may file suit and recover such amount, together with reasonable attorneys' fees and costs of collection.

(x) Landscaping on any Lot shall be in compliance with the Zoning Commitments.

(y) Notice is hereby given of the Zoning Commitments, which are certain written commitments made in connection with the zoning of the Property to the City of Carmel, Indiana, Common Council and the City of Carmel, Indiana Plan Commission.

(z) Nothing contained in this Declaration shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Real Estate and sale of Lots. For so long as Declarant owns any of the Real Estate, Declarant or a builder authorized by Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities upon any portion of the Real Estate at any time owned or leased by Declarant or such builder, as in the sole opinion of Declarant or a builder may be reasonably required, or convenient or incidental to the development of the Real Estate and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

(aa) No playground, playhouses or recreational equipment shall be placed or constructed upon a Lot until after such equipment and its location have been approved by the Architectural Review Board. All such playground or recreational equipment shall be constructed of wood and not metal and maintained by the Owner thereof in a safe and functional manner.

(bb) Permanently installed Basketball goals are permitted subject to approval by the Architectural Review Board. Only permanent goals with black posts and glass or white/translucent fiberglass backboards adjacent to a driveway or approved court may be considered for approval. No basketball goal positioned in a manner likely to result in the use of an adjoining public or private street in connection with the use of such goal may be approved.

(cc) Mini-barns and storage sheds, trunks or boxes of any type are prohibited. Playhouses must be approved by the Architectural Review and may not be permanently installed. Use of any approved playhouse for storage is prohibited.

(dd) Vegetable, wild flower and other gardens may be located only in the rear yard of a Lot and may not exceed one hundred (100) square feet in size.

(ee) Flag poles must be approved by the Architectural Review Board and there may be no more than one (1) flag pole on each Lot. No flag poles shall exceed twenty feet (20') in height. Flags exceeding thirty (30) square feet are prohibited. No more than two (2) flags may be flown from a single flag pole at any time. Flagpoles attached to the house for decoration must be approved by the Architectural Review Board and must be kept in good condition.

(ff) Each Owner of a Lot shall comply at all times with the provisions of any drainage plan as approved for the development of all or any part of the Real Estate. It shall be the duty of every Owner of a Lot to keep any storm drainage ditches and/or swales on such Lot open, unobstructed, and in good condition and repair. Water discharged from sump pumps, geo-thermo systems or other sources located on any Lot

may be discharged only into underground drainage facilities located thereon. Under no circumstances shall such water be discharged above ground and/or into any adjoining street or onto any adjacent Lot or Common Area. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

(gg) Each Owner shall install and/or maintain the street address of the Lot on the front of the Dwelling Unit utilizing numbers not less than four (4) inches in height which are permanently attached to the Dwelling Unit.

(hh) All Lots must comply with the Garage Hand Requirements shown on Exhibit E.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have, for so long as Declarant owns any of the Real Estate, the right to use and maintain any Lots and Dwelling Units owned by Declarant and other portions of the Tract (other than individual Dwelling Units and Lots owned by persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Area, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Tract at any time.

## 22. Amendment of Declaration.

(a) Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the Members of the Corporation at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting of the Members of the Corporation duly called and held in accordance with the provisions of the Bylaws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided however, that prior to the Applicable Date all proposed amendments shall require the written consent of the Declarant. In the

event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of this Declaration of Paragraph 19 with respect to casualty insurance to be maintained by the Corporation, or (3) the provisions of Paragraph 20 of this Declaration with respect to reconstruction or repair of the Common Area in the event of fire or any other casualty or disaster, or (4) the provisions of Paragraph 16 of this Declaration establishing the Architectural Review and providing for its functions, or (5) the provisions of Paragraph 17 of this Declaration with respect to the commencement of assessments on any Lot, or (6) the provisions of Paragraph 22(b) of this Declaration with respect to amendments solely by Declarant without, in each and any of such circumstances, the unanimous approval of all Owners, including Declarant so long as Declarant owns any Lot, and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

(vi) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

(b) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to bring this Declaration into compliance with any statutory requirements; (b) to correct clerical, typographical or other errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto; or (c) to clarify Declarant's original intent. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 22 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph 22 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Tract.

23. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this

Declaration, the Articles, and the Bylaws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

24. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation.

25. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

26. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or Limited Common Area or by abandonment of his Lot.

27. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the Bylaws, and each shall be enforced to the greatest extent permitted by law.

28. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

29. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and sub-paragraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

30. The Plat. The Plat of Hadley Grove is incorporated into this Declaration by reference and has been filed in the Office of the Hamilton County Recorder, Indiana, on June 23, 2014, as Instrument No. 2014024270.

31. Controlling Document. In the event there is a conflict between the provisions of this Declaration and the Plat, the terms of this Declaration shall be controlling. Conflict, as used herein, shall mean a situation where the application of the language in one document contradicts the language in another document. Conflict does not occur where language in one document is simply more restrictive than language in another document.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

M/I Homes of Indiana, L.P., an Indiana limited partnership

By: M/I Homes of First Indiana, LLC  
its general partner

By: Cliff White

Printed: Cliff White

Its: Area President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Cliff White, by me known and by me known to be the Area President of M/I Homes of First Indiana, LLC, the general partner of M/I Homes of Indiana, L.P., an Indiana limited partnership, who acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions of Hadley Grove" on behalf of said entity.

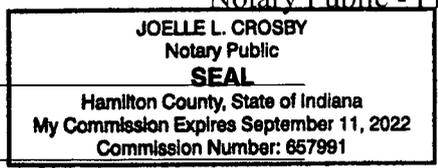
Witness my hand and Notarial Seal this 12<sup>th</sup> day of December, 2014.

Joelle L. Crosby  
Notary Public - Signature

Joelle L. Crosby  
Notary Public - Printed

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_



This instrument prepared by Tammy K. Haney, Attorney-at-Law, Keller Macaluso LLC, 760 3<sup>rd</sup> Ave SW, Suite 210, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Tammy K. Haney.

EXHIBIT A

[Real Estate]

## EXHIBIT A

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East (NAD83 Indiana State Plane Coordinates – East Zone) on the East line of said Northeast Quarter) a distance of 1328.16 feet on the South line of the Southeast Quarter of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said Northeast Quarter, thence North 00 degrees 10 minutes 12 seconds East 985.66 feet on the West line of the Southeast Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the North line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the BEGINNING POINT, containing 30.103 acres, more or less.

EXHIBIT B

[Conservation Easement]

EXHIBIT B

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

**THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION** is made this 4 day of NOV, 2014, by M/I Homes of Indiana, L.P., an Indiana limited partnership having offices located at 8500 Keystone Crossing, Suite 590, Indianapolis, Indiana 46240 ("Declarant").

**RECITALS**

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in Hamilton County, Indiana, as described in Instrument No. 2012061370 recorded in the Office of the Recorder of Hamilton County, Indiana, and as more particularly described in legal description attached hereto as Exhibit A and shown on the platted survey (the "Plat") attached hereto as Exhibit B, both of which are incorporated herein by reference ("Property");

WHEREAS, the discharge of dredged and/or fill material into jurisdictional waters of the United States, including wetlands and streams, pursuant to Sections 401 and 404 of the Clean Water Act, requires compensatory mitigation; and

WHEREAS, as compensatory mitigation under Federal law for and in consideration of Department of the Army Permit No. LRL-2013-242-sam ("Permit") issued by the U.S. Army Corps of Engineers, Louisville District ("Corps") pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and/or Section 10 of the Rivers and Harbors Act (33 U.S.C. §403) and Indiana Department of Environmental Management Permit 2013-298-29-HAP-A issued by Indiana Department of Environmental Management, Office of Water Quality pursuant to Section 401 of the Clean Water Act, and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and other conservation values, Declarant has agreed to create, enhance and preserve wetlands and forested wetlands and place certain restrictive covenants on the portion of the Property depicted in the approved Permit drawings attached hereto as Exhibit C and incorporated herein by reference ("Mitigation Property"), in order that the Mitigation Property shall remain substantially in its natural condition forever, and to grant a right of access and entry to the Property. The Mitigation Property is also identified on the Plat as Common Area "A", Exclusive Wetlands Conservation Easement Area.

NOW THEREFORE, in consideration of the benefits to be derived by the Declarant and each and every subsequent owner and occupant of the Mitigation Property, and as required mitigation for the discharge of dredged and/or fill material into waters of the United States, as authorized by the Permit and Certification, Declarant hereby makes this Declaration on the terms and conditions stated below.

1. **Purpose.** The purpose of this Declaration of Restrictive Covenants is to restrict the current and future use of the Mitigation Property in perpetuity in order to protect aquatic resource functions and values, scenic, resource, environmental, and other conservation values, and conservation functions and ecological services; to establish the Mitigation Property as open,

common, and undeveloped conservation area; and to preserve the natural condition of the Mitigation Property in perpetuity.

2. **Covenant Running with the Land.** Declarant hereby declares that the Mitigation Property shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the rights of access and entry provision and property transfer provision of the following restrictive covenants, which shall be perpetual and run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns, lessees, or other persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title, or interest in said Property or any part thereof; and that the Mitigation Property shall be held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns (which are included in the term "Declarant" below), lessees, or other occupiers and users. The terms and conditions of the following restrictive covenants shall be both explicitly and implicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or part of the Property. Any such transfer, conveyance or encumbrance shall set forth the terms and conditions of this document by reference to this document and its recorded location in accordance with paragraph 9 of this Declaration.

### 3. Definitions.

3.1 **Natural Condition.** The term "natural condition" shall mean the condition of the Mitigation Property at the time of the declaration and as restored, created, enhanced, and preserved pursuant to the Mitigation Plan. The natural condition shall be evidenced in part by a surveyed plat of the Mitigation Property recorded in the deed records office for each county in which the Property is situated which shows all relevant property lines, all existing man-made improvements and features, and major, distinct natural features such as waters of the United States and is attached hereto as Exhibit C. The natural condition of the Mitigation Property may also be evidenced by:

- (a) A current aerial photograph of the *Mitigation Property* at an appropriate scale taken as close as possible to the date the declaration is made and is attached hereto as Exhibit C.

3.2 **Mitigation Plan.** The term "Mitigation Plan" shall mean the plan approved by the Permit and Certification and known as the Hadley Grove On-Site Mitigation Plan prepared by Cardno JF New dated August 8, 2013.

4. **Restrictions/Prohibitions.** Any activity on, or use of, the Mitigation Property, which is or may become inconsistent with the purposes of this Declaration is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited except as provided for in the Declarant's Reserved Rights or in the Mitigation Plan:

4.1 General/Topography. There shall be no filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of topography in any manner.

4.2 Waters and Wetlands. There shall be no draining, ditching, diking, dredging, channelizing, damming, pumping, or impounding; no changing the grade or elevation, impairing or diverting the flow or circulation of waters, or reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.

4.3 Trees/Vegetation. There shall be no clearing, burning, cutting, mowing or destroying of trees or vegetation.

4.4 Non-Native/Exotic Species. There shall be no introduction of non-native or exotic species to the Mitigation Property.

4.5 Uses. There shall be no agricultural, commercial, or industrial activity undertaken or allowed on the Mitigation Property, including but not limited to grazing and mining. There shall be no horseback riding, whether on or off an established trail.

4.6 Structures. There shall be no construction, erection, or placement of buildings, billboards, signs, or any other temporary or permanent structure, nor any additions to existing structures.

4.7 Roads. There shall be no construction or building of new roads, trails, or other rights of way without the prior written approval by the Corps.

4.8 Off Road Vehicles. There shall be no use of off road vehicles, 4-wheel drive vehicles, all-terrain vehicles, snowmobiles, or other types of motorized recreational vehicles except on existing roads and except as necessary to manage the Mitigation Property.

4.9 Utilities. There shall be no construction or placement of utilities or related facilities without the prior written approval of the Corps.

4.10 Waste. There shall be no placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, or industrial, municipal, or agricultural waste on the Mitigation Property.

4.11 Pest Control. There shall be no application of pesticides or biological controls, including but not limited to insecticides, fungicides, rodenticides and herbicides, without prior written approval from the Corps.

5. **Reserved Rights**. Notwithstanding the foregoing Restrictions, the Declarant reserves for itself, its heirs, executors, administrators, successors and assigns the right to use the Mitigation Property for all purposes not inconsistent with the purposes of these restrictive covenants.

Further, notwithstanding the foregoing restrictions, the Declarant expressly reserves for itself, its heirs, executors, administrators, successors, and assigns the following rights, which may be exercised upon providing 30 days prior written notice to the Corps, except where expressly provided otherwise:

5.1 Wildlife and Forestry Management. Declarant reserves the right to naturally manage the Mitigation Property to preserve and improve the existing forest and wildlife resources. Declarant reserves the right to remove or trim vegetation hazardous to persons or property, and harvest and manage timber downed or damaged due to natural forces, such as fire, storms, insects, or infectious organisms, to the extent necessary to protect the environment. Such management activities shall be carried out only after approval by the Corps and in accordance with Best Management Practices as set out by the U.S. Forest Service;

5.2 Landscape Management. Declarant reserves the right to undertake landscaping necessary to prevent severe erosion or damage to the Mitigation Property or portions thereof, or significant detriment to existing or permitted uses, to the extent such landscaping is consistent with preserving the natural condition of the Mitigation Property.

5.3 Recreation. Declarant reserves the right to engage in outdoor, non-commercial recreational activities, including hunting, fishing, and similar recreational or educational activities, consistent with cumulatively very small impacts and with the continuing natural condition of the Mitigation Property, but excluding planting and burning. No prior written notice to the Corps is required.

5.4 Road Maintenance. Declarant reserves the right to maintain existing roads, trails, or other rights of way. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and maintenance of roadside ditches.

5.5 Signs. Declarant reserves the right to erect signs on the Mitigation Property to mark the Mitigation Property as a protected area and to convey information on restricted use of the Mitigation Property, including no trespassing signs, no mowing signs, temporary signs indicating the Mitigation Property is for sale, signs identifying the trees, vegetation, wetlands or conservation ecological services of the Mitigation Property, and signs identifying the owner.

5.6 Mitigation Measures. Declarant reserves the right to undertake restoration and mitigation measures required under the Mitigation Plan or otherwise required under law.

5.7 Transfer to Hadley Grove Homeowners Association. Declarant reserves the right to transfer or convey the Mitigation Property to the yet to be formed homeowners association for the Property. The Declarant and yet to be formed homeowners association must contact the Corps of Engineers and follow the Permit Transfer procedure.

6. **Rights of Access and Entry.** The Declarant grants the Corps and its authorized agents an irrevocable and assignable right to enter in, on, over and across the Mitigation Property to inspect and monitor the Mitigation Property; to implement the Mitigation Plan or take corrective measures under the Mitigation Plan; to take any actions necessary to maintain or restore the natural condition of the Mitigation Property; or to take any actions necessary to verify compliance with these restrictive covenants. The Declarant also grants the Corps and its authorized agents an irrevocable and assignable right to enter and exit over and across the Property as necessary to access the Mitigation Property for the purposes listed above; provided that such access shall be over public roads to the extent feasible. No rights of access or entry to or use of any portion of the Mitigation Property or Property is granted or conveyed to members of the general public by these restrictive covenants.

7. **Enforcement.** The Declarant grants the Corps, as third party beneficiary hereof, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in forfeiture or reversion of title. In any enforcement action for violations of this Declaration, an enforcing agency shall be entitled to complete restoration of the Mitigation Property for any violation, as well as any other remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties. No omission or delay in acting by the Corps shall bar subsequent enforcement rights or constitute a waiver of any enforcement right. These enforcement rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit in accordance with the terms of the Permit. Nothing herein shall be construed to authorize the Corps to institute proceedings against the Declarant for changes to the Mitigation Property due to acts of God, natural disasters, or unauthorized acts of third parties outside the control of the Declarant, so long as the compensatory mitigation is completed and determined by the Corps to be successful in accordance with the Mitigation Plan.

8. **Notice to Government.**

8.1 Any permit application, or request for certification or modification, which may affect the Mitigation Property, made to any government entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

8.2 The Declarant shall provide the Corps with written notice of any legal action affecting this Declaration, including but not limited to foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain. For any action that might result in this Declaration being voided or modified, such notice shall be provided at least sixty (60) days before such action would be taken.

**9. Property Transfers.** The Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Mitigation Property:

NOTICE: This Property is subject to a Declaration of Restrictive Covenants for Conservation dated *[insert date of Declaration]*, recorded in the *[insert County name]* County Clerk's Office on *[insert date recorded]* in Deed Book *[insert number]*, Page *[insert number]* and enforceable by the U.S. Army Corps of Engineers.

The Declarant shall provide the Corps with written notice of any such grant, transfer or conveyance of any interest in any or all of the Property at least sixty (60) days prior to the grant, transfer or conveyance. The notice shall include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the portion of the Property and/or Mitigation Property being transferred. Failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants.

**10. Warranties.**

**10.1** The Declarant represents and warrants that:

A. The Declarant is the sole owner of the Mitigation Property and holds fee simple title which is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise identified in Exhibit D hereto;

B. The Declarant has identified all other parties that hold any interest (e.g. encumbrances) in the Mitigation Property and has notified such parties of the Declarant's intent to grant this Declaration;

C. This Declaration will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Declarant is a party, or by which the Declarant may be bound or affected;

D. This Declaration will not materially violate or contravene any zoning law or other law regulating use of the Mitigation Property; and

E. This Declaration does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Declaration.

**10.2** The Declarant represents and warrants that, to the best of its knowledge:

A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Mitigation Property;

**B.** There are no underground storage tanks located on the Mitigation Property whether presently in service or closed, abandoned, or decommissioned;

**C.** The Mitigation Property is in compliance with all federal, state, and local laws, regulations, and permits and there is no pending or threatening litigation in any way affecting, involving, or relating to the Mitigation Property and its use; and

**D.** The Mitigation Property is not land-locked and there is access to the Mitigation Property by road, dedication of pathway or by an access easement.

**11. Notification.** Any notice, request for approval, or other communication require by these restrictive covenants shall be sent by registered mail with return receipt, pre-paid postage, to the following addresses (or such addresses as may be hereinafter specified by notice pursuant to this paragraph):

To Declarant: M/I Homes of Indiana, L.P.  
Attn: Mark Connor  
8500 Keystone Crossing, Suite 590  
Indianapolis, IN 46240

CC: M/I Homes of Indiana, L.P.  
Attn: General Counsel  
3 Easton Oval, Suite 500  
Columbus, OH 43219

To Corps: U.S. Army Corps of Engineers  
OP-FN, Room 752  
P.O. Box 59  
Louisville, KY 40201-0059

**12. Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Declarant. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements of Sections 404 of the Clean Water Act. There shall be no obligation to allow an amendment.

**13. Termination.** This Declaration is intended to be perpetual in nature and run with the land as set forth in paragraph 1 of this Declaration. However, if the Corps determines that the compensatory mitigation undertaken on the Mitigation Property set forth in the Mitigation Plan is not successful and the alternative mitigation identified does not involve the Mitigation Property, then the Declarant and Corps may terminate this Declaration by written agreement.

**14. Recording.** Declarant shall record this Declaration in the official property records of the Office of the Recorder of Hamilton County, Indiana within thirty (30) days of execution of this Declaration by the Declarant, and shall, within thirty (30) days of recording, provide the Corps

with a copy of the recorded Declaration and exhibits. Declarant may re-record this instrument at any time as may be required to preserve its rights.

**15. Successors in Interest.** All references to the Corps shall include successor governmental agencies, departments, or divisions, or any other successor entities prescribed by law. All references to Declarant shall include Declarant's successors and assigns.

**16. Severability Provision.** Should any separable part of these restrictive covenants be held contrary to law, unenforceable, or void, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration effective on the date first written above, but actually on the date set forth below.

DECLARANT

M/I Homes of Indiana, L.P.  
By: M/I Homes First Indiana LLC,  
its general partner

By: *Cliff White*  
Cliff White, Area ~~Vice~~ President

Date: 11/4/14

STATE OF INDIANA        )  
  ) ss:  
COUNTY OF MARION     )

On this 4 day of November, 2014, before me, a Notary Public in and for said County and State, personally appeared Cliff White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed same for the purposes contained therein.

WITNESS my hand and official seal.



Cassie Braughton  
Notary Public, State of Indiana  
My Commission Expires 8/20/2015  
County of Residence: Putnam

*Cassie Braughton*  
NOTARY PUBLIC  
8/20/15  
My commission expires:

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number within document, unless required by law. Tammy K. Haney

This instrument prepared by Tammy K. Haney, Attorney-at-Law, Keller Macaluso LLC, 770 3<sup>rd</sup> Avenue SW, Carmel, IN 46032





foregoing Limited Warranty Deed, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 25th day of September, 2012.

Walter Taylor III  
Signature

Walter Taylor III  
Printed Name Notary Public

My Commission Expires:

February 7 2015

County of Residence:

Citamiage



Send tax statements to and  
Grantee's mailing address is:

8500 Keystone Crossing, Suite 590  
Indianapolis, IN 46240

This instrument was prepared by Timothy R. Hurlbut, Rubin & Levin, P.C., 500 Marott Center, 342 Massachusetts Ave., Indianapolis, IN 46204-2161, (317) 634-0300.

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. Timothy R. Hurlbut.

BEGINNING at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East [NAD83 Indiana State Plane Coordinates - East Zone] on the East line of said Northeast Quarter) a distance of 1328.16 feet on the South line of the Southeast Quarter of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said northeast Quarter; thence North 00 degrees 10 minutes 12 seconds East 985.66 feet on the West line of the Southeast Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the north line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the BEGINNING POINT, containing 30.103 acres, more or less.

Tax Parcel ID's:

17-09-29-00-00-010.000(State # 29-09-29-000-010.000-018)

17-09-29-00-00-011.000(State # 29-09-29-000-011.000-018)

EXHIBIT "A" - Legal Description

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, in Clay Township, Hamilton County, Indiana and being more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of Section 29, Township 18 North, Range 3 East; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) (South 89 degrees 36 minutes 55 seconds West - measured (bearing based on NAD83 State Plane Coordinates - East Zone)) over and along the South line of the Southeast Quarter of the said Northeast Quarter, a distance of 1327.62 feet (1328.16 feet-measured) to the Southwest corner thereof; thence North 00 degrees 31 minutes 39 seconds East (North 00 degrees 10 minutes 06 seconds East - measured) on and along the West line of said Quarter - Quarter, a distance of 658.05 feet (657.89 feet measured) to the Northwest corner of the South half of the Southeast Quarter of the said Northeast Quarter; thence continuing North 00 degrees 10 minutes 06 seconds East - measured along the West line of said Quarter-Quarter, a distance of 330.00 feet (327.89 feet - measured) to a point 330.00 feet South of the Northwest corner of said Quarter-Quarter; thence North 89 degrees 36 minutes 40 seconds East parallel with the North line of said Quarter-Quarter, a distance of 1332.72 feet to the East line of said Quarter-Quarter; thence South 00 degrees 26 minutes 00 seconds West along the said East line, a distance of 330.00 feet (327.95 feet - measured) to the Northeast corner of said South Half Quarter-Quarter; thence South 00 degrees 48 minutes 30 seconds West (South 00 degrees 26 minutes 00 seconds West - measured) on and along the East line of said half Quarter-Quarter, a distance of 657.66 feet (657.97 feet - measured) to a point, said point being the place of beginning, containing 30.108 acres, more or less.

Further described in a survey by Weihe Engineers dated September 19, 2012 as project no. W120366 and described as follows:

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

EXHIBIT B  
Platted Survey

# HADLEY GROVE

## SECONDARY PLAT

PC 5 5114-215

### LAND DESCRIPTION

Part of the Southeast Quarter of the Northwest Quarter of Section 24, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

**BEGINNING** at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West 60 feet to the North 00 degrees 28 minutes 00 seconds East (142.00) Indiana State Plane Coordinates - East Zone on the East line of said Northwest Quarter a distance of 1228.19 feet on the South line of the Southeast Quarter of said Northwest Quarter to the Southwest corner of the Southeast Quarter of said Northwest Quarter; thence North 00 degrees 18 minutes 12 seconds East 945.69 feet on the West line of the Southeast Quarter of said Northwest Quarter to the North line of the east estate described in Instrument No. 2012017784 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 36 minutes 49 seconds East 1312.58 feet on the North line of the east estate described in Instrument No. 2012017784 to the East line of said Northwest Quarter; thence South 00 degrees 28 minutes 00 seconds West 683.72 feet on the East line of said Northwest Quarter to the **BEGINNING POINT**, containing 30.100 acres, more or less.

### REGISTERED LAND SURVEYOR'S CERTIFICATE

I, **Brady Kuhn**, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as recorded in the Office of the Recorder of Hamilton County, Indiana.

This plat is based on a survey prepared by **Weihe Engineers, Inc.** recorded as Instrument No. **2014024268** in the Office of the Recorder of Hamilton County, Indiana. There has been no change from nature of survey intended by the survey-referenced survey, or any other subdivision plat contained therein, on any line that are common with this subdivision.

That all monuments shown hereon will exist and that the positions, size, type and material are as shown on this plat;

And that all requirements specified in the Subdivision Ordinance of the City of Carmel have been met.

This subdivision contains 58 lots, labeled 1 through 28, four Common Areas, together with street rights-of-way, all as delineated on the within plat. The size of the lots, common areas, easements and the width of the street rights-of-way are shown in figures containing feet and decimal parts thereof.

Dated June 2, 2014

*Brady Kuhn*  
Brady Kuhn  
Registered Land Surveyor No. 2000077  
State of Indiana



I affirm, under the penalties for perjury, that I have taken reasonable care to record each Social Security Number in this document, unless required by law. Brady Kuhn, This document was prepared by Brady Kuhn, Weihe Engineers, Inc.

### COMMISSION CERTIFICATE

Under authority provided by Indiana Code 36-24-116 and Ordinance, adopted by the Common Council of the City of Carmel, Indiana, the City Clerk has approved this plat as being in compliance with the City of Carmel Ordinance.

Standard Administrative approval by the Department of Community Services pursuant to Article XI of the Carmel Plat Commission's

Rules of Procedure on 3 June 2014

CARMEI PLAT COMMISSION

BY *[Signature]*  
Marian Hirsch  
Department of Community Services  
Carmel, Indiana

**DULY ENTERED FOR TAXATION**  
Subject to final acceptance for transfer  
23 of June 2014  
Dawn Condit, Director of Hamilton County  
Fiscal Dept.

### DEED OF CONVEYANCE

We, the undersigned, all of names of below, L.P., owners of the real estate shown and described herein, do hereby convey unto our heirs, assigns, heirs and assigns and do hereby by, sell and subscribe said real estate in accordance with the within plat.

The subdivision shall be known and designated as **HADLEY GROVE**, an addition to the City of Carmel, Indiana. All streets and lots shown and not the estate described are hereby dedicated to the public.

There are strips of ground as shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take and pay their subject to the rights of the public utilities.

This Hadley Grove Secondary Plat and all of the real estate, less and common areas described herein, are subject in all respects to the dedication of covenants and restrictions recorded with the recorder of Hamilton County, Indiana on

6/23/2014 as Instrument No. 2014024268

The foregoing covenants, or restrictions, as to any with the land shall be binding on all parties and all persons claiming under them until January 1, 2024, at which time said covenants, or restrictions, shall be automatically extended for successive periods of 10 years unless changed by a vote of majority of the members of the board of directors of the corporation, or by a resolution in writing of a majority of any one of the foregoing covenants or restrictions, by judgment or court order, that in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and intended to be the several lots in this subdivision in relation to their lots and strips.

WITNESSETH MY HAND AND SEAL THIS 2 day of June, 2014.

Owner / Subdivisor: **Ellen Homes of Indiana, L.P.**

STATE OF INDIANA

COUNTY OF HAMILTON

Before me the undersigned County Clerk, in and for said County and State, personally appeared **Brady Kuhn** who acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this 2 day of June, 2014.

*Carol Oughton*  
Carol Oughton  
County Clerk

My commission expires 6/20/15  
County of residence Putnam

2014024268 PLAT 683.60  
06/23/2014 01132319 1 PPS  
Brady Kuhn  
Hamilton County Recorder  
Recorded as Presented  
2014024268 PLAT 683.60

Deed No. 12100017 Z and 13000018 CP  
 zoning - PUD Planned Use Development  
 PUD Ordinance No. 2-07-13  
 Architectural Standards to conform with the most of Hadley Grove PUD as recorded in Instrument No. \_\_\_\_\_  
 Source of Title - Instrument Number 201201770

### BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plat was given approval by the Board of Public Works and Safety of the City of Carmel,

Indiana, on a meeting held June 18, 2014.

*[Signature]*  
John W. Smith, Mayor

*[Signature]*  
Curtis W. Smith, City Clerk

*[Signature]*  
Marilyn B. Smith, City Clerk

City of Carmel, Indiana

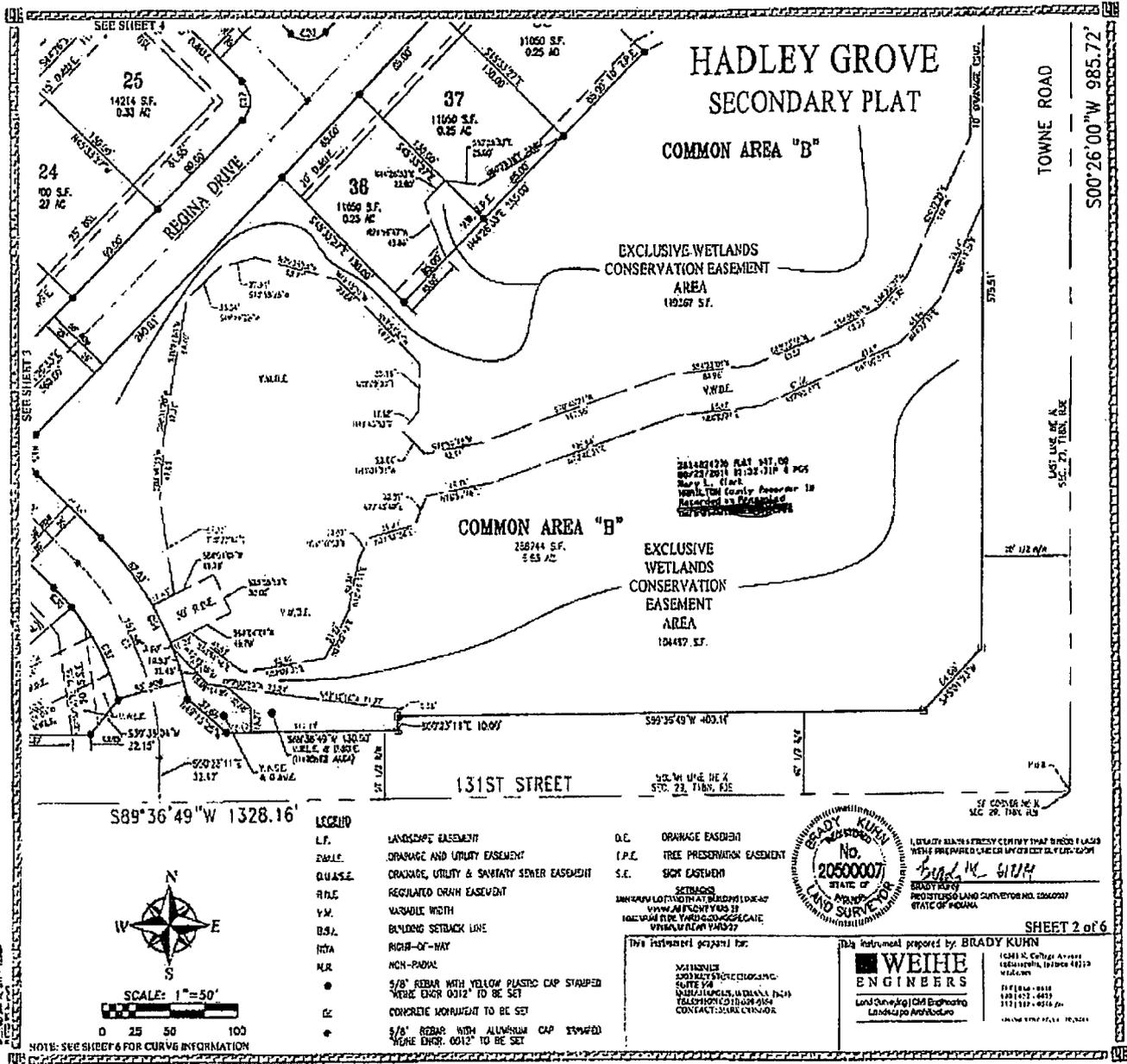
SHEET 1 of 6

This instrument prepared by:  
BRADY KUHN  
REGISTERED LAND SURVEYOR  
SINCE 1998  
1100 N. RAINBOW AVENUE  
INDIANAPOLIS, INDIANA 46203  
TELEPHONE: 317-524-2024  
CONTACT: MARIAN CONDIT

This instrument prepared by: **BRADY KUHN**  
**WEIHE ENGINEERS**  
1100 N. RAINBOW AVENUE  
INDIANAPOLIS, INDIANA 46203  
317-524-2024  
317-524-2024  
www.weihe.com

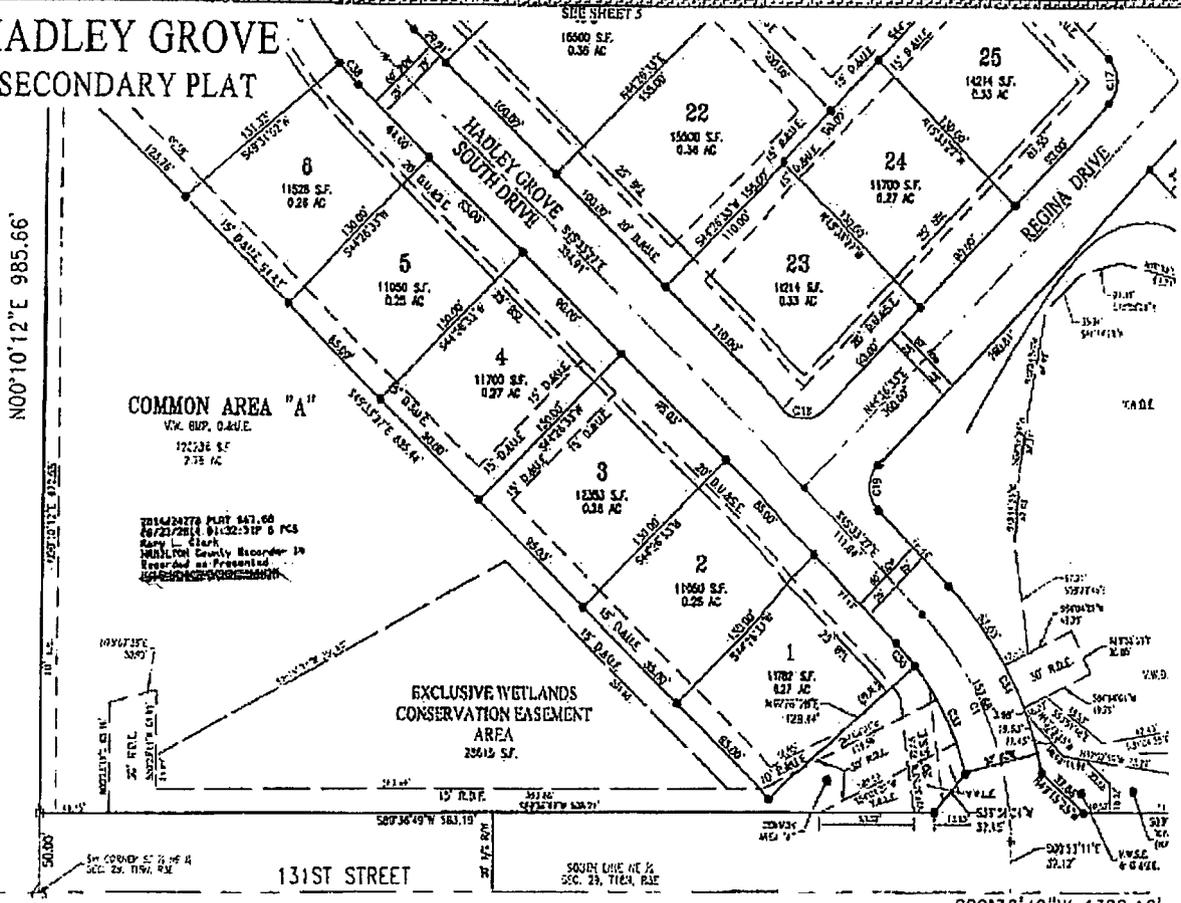
UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ADJOINING LOT OR STREETS.

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



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# HADLEY GROVE SECONDARY PLAT



**COMMON AREA "A"**  
VIA SUP. D. & E.  
122,236 SF  
2.73 AC

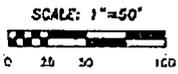
**EXCLUSIVE WETLANDS  
CONSERVATION EASEMENT  
AREA**  
236,13 SF.

TRANSMITTED PLAT 647.66  
6/23/2014 11:32:37 6 PGS  
Mary L. Clark  
MUSKOGEE County Recorder 19  
Recorded as Presented

N00°10'12"E 985.66'

131ST STREET

S89°36'49"W 1328.16'



**LEGEND**

- |          |   |        |                             |
|----------|---|--------|-----------------------------|
| L.E.     | LANDSCAPE EASEMENT  | D.E.   | DRAINAGE EASEMENT           |
| D.U.E.   | DRAINAGE AND UTILITY EASEMENT   | E.P.E. | EASEL PRESERVATION EASEMENT |
| D.U.S.E. | DRAINAGE, UTILITY & SANITARY SEWER EASEMENT                             | S.E.   | SEWAGE EASEMENT             |
| R.D.E.   | REGULATED DRAIN EASEMENT  |        |                             |
| V.W.     | VARIABLE WIDTH  |        |                             |
| D.S.L.   | BUILDING SETBACK LINE   |        |                             |
| R.P.     | RIGHT-OF-WAY  |        |                             |
| N.P.     | NON-PAVED   |        |                             |
| ●        | 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED<br>"WHE ENGR 0012" TO BE SET |        |                             |
| □        | CONCRETE UMBRELLA TO BE SET   |        |                             |
| +        | 5/8" REBAR WITH ALUMINUM CAP STAMPED<br>"WHE ENGR. 0012" TO BE SET      |        |                             |



I, BRADY KUHN, SURVEYOR, CERTIFY THAT THESE PLANS  
WERE PREPARED UNDER MY DIRECT SUPERVISION  
DATE OF DRAWING: 6-1-14

SHEET 3 of 6

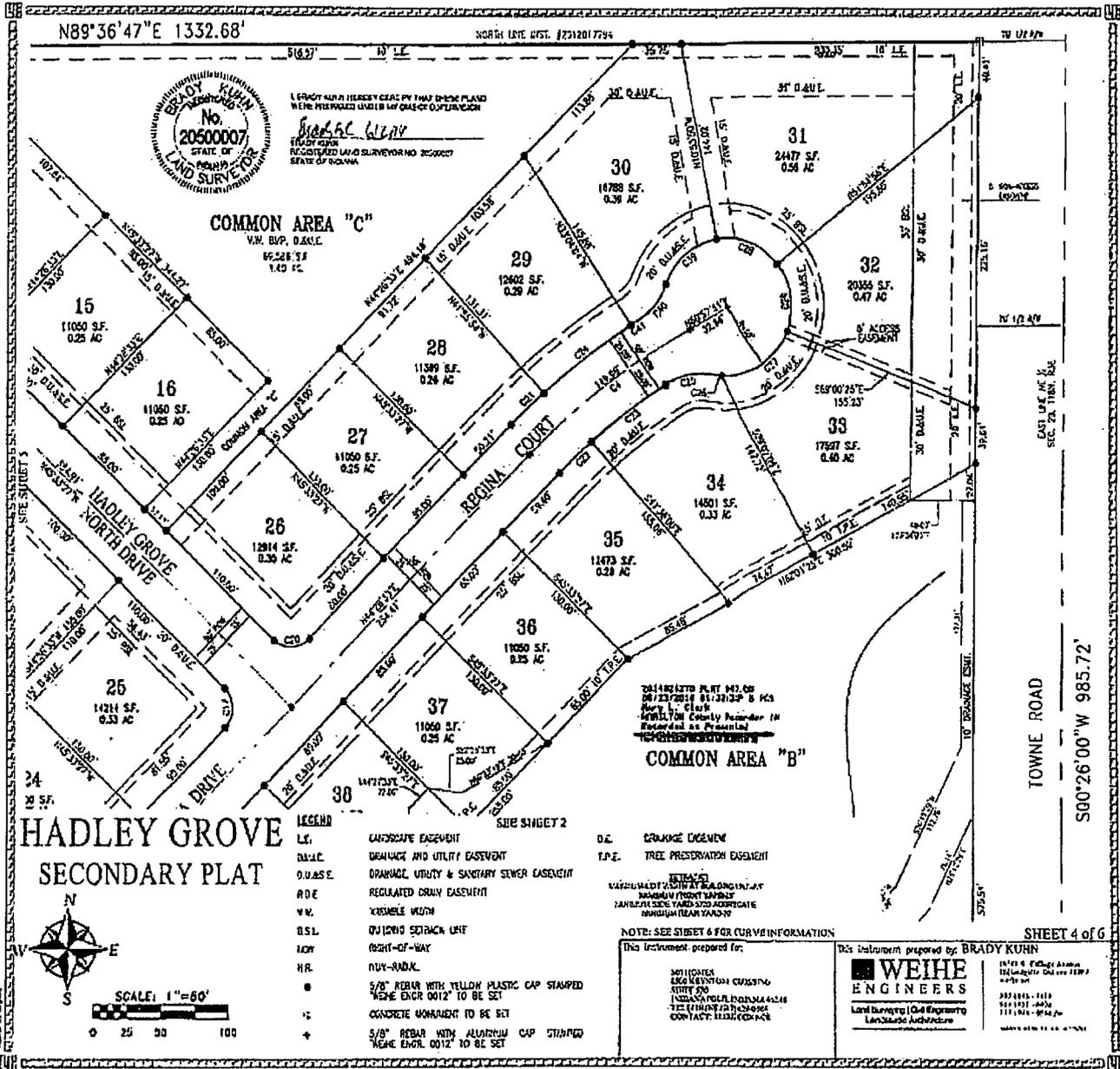
This instrument prepared for:

This instrument prepared by: **BRADY KUHN**

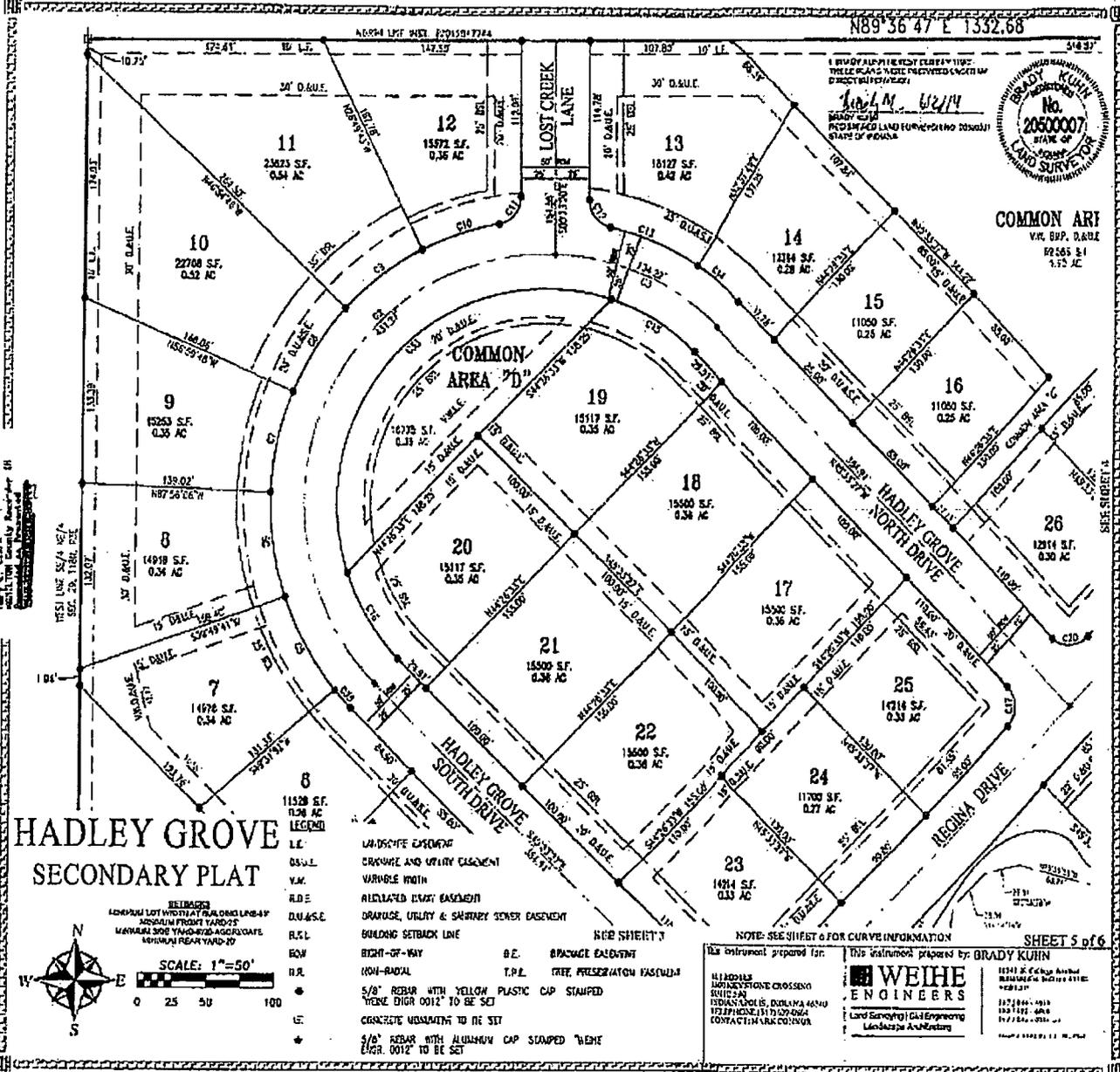
**WEIHE ENGINEERS**  
Land Surveying | Civil Engineering  
Landscape Architecture

BRUCE M. Collier, AIA, P.E.  
1100 N. Hill, Tulsa, OK 74103  
405-940-1111  
405-940-1112  
405-940-1113

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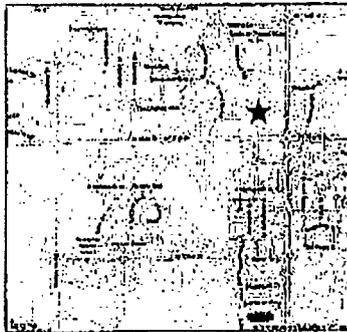
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# HADLEY GROVE SECONDARY PLAT

2016021276 PLAT 241.00  
06/22/2014 01:12:31P & PLS  
Mary L. Clark  
WILLIAM County Recorder  
Recorded as Presented  
06-22-2014 01:12:31P

CURVE TABLE					CURVE TABLE						
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	157.66'	200.00'	45°10'18"	N22°08'18"W	153.63'	C21	33.22'	525.00'	3°37'33"	S46°15'20"W	33.22'
C2	431.27'	180.00'	137°16'38"	S23°04'52"W	335.27'	C22	32.81'	475.00'	3°57'27"	N46°25'17"E	32.80'
C3	134.22'	180.00'	42°43'22"	N66°55'08"W	131.15'	C23	68.55'	475.00'	8°16'09"	N52°32'05"E	68.50'
C4	149.98'	500.00'	17°11'10"	S52°23'02"W	149.42'	C24	81.22'	525.00'	8°51'19"	S52°30'01"W	81.14'
C5	78.20'	205.00'	21°17'49"	S29°49'14"E	75.78'	C25	38.97'	50.00'	44°39'35"	N78°59'57"E	37.99'
C6	75.98'	205.00'	21°14'13"	S08°33'13"E	75.55'	C26	5.41'	50.00'	6°12'18"	S81°46'24"E	5.11'
C7	74.97'	205.00'	20°56'18"	S12°32'03"W	74.50'	C27	84.84'	50.00'	74°18'11"	N57°58'22"E	60.39'
C8	71.86'	205.00'	20°06'00"	S33°02'43"W	71.48'	C28	54.87'	50.00'	82°38'39"	N69°29'53"W	51.95'
C9	71.86'	205.00'	20°06'00"	S53°07'46"W	71.48'	C29	51.69'	50.00'	59°07'18"	N05°44'23"W	49.33'
C10	58.46'	205.00'	10°37'08"	S71°28'51"W	59.23'	C33	341.49'	155.00'	126°13'50"	N44°26'33"E	276.45'
C11	27.99'	20.00'	88°10'46"	S38°42'03"W	26.76'	C34	134.48'	225.00'	34°14'44"	N26°16'05"W	132.49'
C12	26.76'	20.00'	76°44'10"	N38°45'25"W	24.83'	C36	19.10'	175.00'	6°16'54"	N42°24'59"W	19.18'
C13	70.68'	205.00'	19°45'19"	N67°14'31"W	70.31'	C37	75.65'	175.00'	24°50'07"	S26°51'29"E	75.26'
C14	42.26'	205.00'	11°48'44"	N51°27'49"W	42.10'	C38	18.21'	205.00'	5°05'18"	S43°00'48"E	18.27'
C15	72.73'	155.00'	26°53'05"	N58°58'59"W	72.06'	C39	52.81'	50.00'	60°30'33"	S46°46'10"W	50.58'
C16	72.73'	155.00'	26°53'05"	N32°06'51"W	72.06'	C40	33.82'	50.00'	58°02'00"	S38°06'21"W	33.27'
C17	31.42'	20.00'	89°00'00"	S00°33'27"E	28.28'	C41	5.56'	525.00'	0°36'25"	S57°14'08"W	5.56'
C18	31.42'	20.00'	89°00'00"	N89°78'33"E	28.28'						
C19	31.42'	20.00'	89°00'00"	N00°33'27"W	28.28'						
C20	31.42'	20.00'	89°00'00"	S89°26'33"W	28.28'						

VICINITY MAP



★ PROJECT LOCATION



BRADY KUHN  
No. 2050007  
STATE OF INDIANA  
SURVEYOR

SCALE  
1/4" = 100' (AS SHOWN)  
1/8" = 50' (AS SHOWN)  
1/16" = 25' (AS SHOWN)  
1/32" = 12.5' (AS SHOWN)

SHEET 6 of 6

This instrument prepared by:

261100102  
ENGINEERING CERTIFICATE  
STATE OF INDIANA  
REGISTERED PROFESSIONAL ENGINEER  
CONTACT: MARRA CANNON

This instrument prepared by: BRADY KUHN

**WEIHE ENGINEERS**  
Land Surveying | Civil Engineering  
Landscape Architecture

10250 S. College Avenue  
Mooresville, NC 28120  
919.854.4444  
www.weihe-engineers.com

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EXHIBIT C  
Permit Drawings and Natural Conditions







EXHIBIT D  
Liens and Encumbrances

Rights of way for drainage, flow and maintenance of J.W. Brendel Drain together with an additional 75 foot right of way as provided by IC 36-9-27-33, as shown on a survey by Weihe Engineers date September 19, 2012 as project no. W120366.

Easement for overhead electric and/or telecommunication line(s) granted to PSI Energy, Inc. by instrument recorded May 21, 2002 as Instrument No. 200200037079, as shown on a survey by Weihe Engineers date September 19, 2012 as project no. W120366.

Easement for five anchors with attached guys granted to Duke Energy Indiana, Inc. by instrument dated June 24, 2008 and recorded August 21, 2008 as Instrument No. 2008042953, as shown on a survey by Weihe Engineers date September 19, 2012 as project no. W120366.

EXHIBIT C

[Zoning Commitments]

EXHIBIT C

109.00  
50  
COPY

2014024269 ORDINANCE \$109.00  
06/23/2014 01:32:31P 50 PGS  
Mary L. Clark  
HAMILTON County Recorder IN  
Recorded as Presented  
SPONSOR: Councilor Rider

ORDINANCE Z-572-13  
AS AMENDED  
AN ORDINANCE OF THE COMMON COUNCIL OF THE  
CITY OF CARMEL, INDIANA, ESTABLISHING  
THE HADLEY GROVE PLANNED UNIT DEVELOPMENT DISTRICT

WHEREAS, Section 31.6.4 of the Carmel/Clay Zoning Ordinance Z-289 (the "Zoning Ordinance"), provides for the establishment of a Planned Unit Development District in accordance with the requirements of I.C. §36-7-4-1500 et seq.; and

WHEREAS, the Plan Commission has given a positive recommendation to this PUD district ordinance (the "Hadley Grove Ordinance") which establishes Hadley Grove Planned Unit Development District ("the Hadley Grove District" or "District") with respect to the real estate legally described in what is attached hereto and incorporated herein by reference as Exhibit 1 (the "Real Estate").

NOW, THEREAFORE, BE IT ORDAINED by the Council, that (i) pursuant to I.C. §36-7-4-1500 et seq., it adopts the Hadley Grove Ordinance, as an amendment to the Zone Map.

**Section 1. Applicability of Ordinance.**

Section 1.1 The Zone Map is hereby changed to designate the Real Estate as a Planned Unit Development District to be known as Hadley Grove District. The requirements of the Hadley Grove Ordinance shall run with the land, be binding on the Developer of the Real Estate, subsequent owners of the Real Estate, and other persons acquiring an interest therein.

Section 1.2 Development in the Hadley Grove District shall be governed entirely by (i) the provisions of this Hadley Grove Ordinance and its exhibits, and (ii) those provisions of the Zoning Ordinance specifically referenced in the Hadley Grove Ordinance. In the event of a conflict or inconsistency between this Hadley Grove Ordinance and the Zoning Ordinance, the provisions of this Hadley Grove Ordinance shall apply. Anything not specifically addressed in the Hadley Grove Ordinance shall be governed by existing City of Carmel ordinances.

Section 1.3 Any capitalized term not defined in Section 2 of this Hadley Grove PUD shall have the meaning as set forth in the Zoning Ordinance.

Section 1.4 All violations of this Hadley Grove Ordinance shall be subject to Section 34.0 of the Zoning Ordinance.

Section 1.5 Dedication of Public Rights-of-Way shall conform to the requirements of the Transportation Plan Section of the Comprehensive Plan except along the north side of Main Street where a 50 foot half right-of-way shall be dedicated with a 60 foot half right-of-way dedicated from center line of Towne Road to a point 515 feet west of the center line of Towne Road.

**Section 2. Definitions and Rules of Construction.**

Section 2.1 General Rules of Construction. The following general rules of construction and definitions shall apply to the regulations of this Hadley Grove Ordinance:

- A. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- B. Words used in the present tense include the past and future tenses, and the future the present.
- C. The word "shall" is a mandatory requirement. The word "may" is a permissive requirement.

Section 2.2 Definitions. The following definition shall apply throughout this Hadley Grove Ordinance:

Accessory Structure: A structure which is subordinate to a Dwelling or use located on the Real Estate and which is not used for permanent human occupancy.

Accessory Use: A use subordinate to the main use, located on the real estate or in the same Dwelling as the main use, and incidental to the main use.

Aggregate Side Yard: The sum of the widths of the two (2) side yards located on one (1) lot.

Building Height: The vertical distance from the lot ground level at the foundation to the highest point of the roof for a flat roof, to the deck line of a mansard roof and to the mean height between eaves and ridges for gable, hip and gambrel roofs.

BZA: The City's Board of Zoning Appeals.

City: The City of Carmel, Indiana.

Commission: The Carmel Plan Commission.

Concept Plan/Primary Plat: The Concept Plan/Primary Plat attached hereto and incorporated herein by reference as Exhibit 2 which is the primary plat of the Real Estate.

Controlling Developer: Shall mean M/I Homes of Indiana LP until such time as M/I Homes of Indiana LP transfers or assigns, in writing, its rights as Controlling Developer.

Council: The City Council of Carmel, Indiana.

Declaration(s) of Covenants: Declaration(s) of Covenants, Conditions and Restrictions applicable to the Real Estate, or any portion thereof, which shall be prepared and recorded by the Controlling Developer in the office of the Recorder of Hamilton County, Indiana, and which may, from time to time, be amended.

Department: The Department of Community Services of the City of Carmel, Indiana.

Development Requirements: Development standards and any requirements specified in this Hadley Grove Ordinance.

Director: Director, or Administrator, of the Department "Director" and "Administrator" shall include his/her authorized representatives.

Dwelling: A detached single family residence.

Masonry: Brick, stone, manufactured or synthetic stone, and stucco.

Open Space: Open space shall comprise a parcel or parcels of land, areas of water, or a combination of land and water, including flood plain and wetland areas located within the Real Estate and designed by the Controlling Developer for the use and enjoyment of some or all of the residents of the Hadley Grove District. Except as otherwise provided herein, open space does not include any area which is divided into building lots or streets. Open Space shall be in the areas identified on the Concept Plan/Primary Plat Exhibit 2.

Owners Association(s): Owners Association(s) established by the Declaration(s) of Covenants.

Primary Roof: The roof on a Dwelling which has the longest ridge line.

Real Estate: The Real Estate legally described in Exhibit 1, and comprising 30.10 acres, more or less.

Sign: Any type of sign as further defined and regulated by this Hadley Grove Ordinance and the Sign Ordinance, contained within the Zoning Ordinance.

Zone Map: The City's official Zone Map Corresponding to the Zoning Ordinance.

Zoning Ordinance: The Zoning Ordinance, Ordinance Z-289, of the City of Carmel, Hamilton County, Indiana, as amended.

**Section 3. Accessory Buildings and Uses.** All Accessory Structures and Accessory Uses allowed in the S-1 Residence District under the Zoning Ordinance shall be permitted in the Hadley Grove District unless prohibited in the Declaration(s) of Covenants; provided, however, that any detached accessory building shall have on all sides the same level of architectural features and shall be architecturally compatible with the principal building(s) with which it is associated. All Accessory Structures and Accessory Uses shall be subject to the provisions to Chapter 25.01 of the Zoning Ordinance.

**Section 4. Development and Architectural Standards.**

**Section 4.1** The Real Estate shall develop in a manner substantially similar to the layout shown in Exhibit 2 (Concept Plan/Primary Plat).

**Section 4.2** The development standards applicable to the Real Estate are as follows:

- A. Minimum Lot Width at Building Line: Eighty-five (85) feet.
- B. Minimum Lot Area: Eleven Thousand Fifty (11,050) square feet.
- C. Minimum Lot Frontage at Street: Fifty (50) feet.
- D. Minimum Front Yard Setback: Twenty-five (25) feet.
- E. Minimum Side Yard Setback: Five (5) feet.

- F. Minimum Aggregate Side Yard Setback: Twenty (20) feet.
- G. Minimum Separation Between Dwellings: Twenty (20) feet.
- H. Minimum Rear Yard Setback: Twenty (20) feet.
- I. Maximum Building Height at the Mean of the Roof: Thirty-five (35) feet.
- J. Minimum Square Footage of Home (exclusive of porches, terraces, and garages): Two thousand two hundred (2,200) square feet.
- K. Maximum Lot Coverage: Forty-five percent (45) of lot.
- L. Home Orientation: All Dwellings on lots within the Real Estate shall face and derive access from the public streets internal to the site.
- M. Arrangement of Elements with the Public Right-of-Way: In the ten (10) feet between the back of the curb and the edge of the right-of-way on local streets internal to the Project there shall be a five (5) foot wide planter area adjacent to the curb and a five (5) foot wide sidewalk along the edge of the right-of-way.
- N. Pedestrian Connection to Towne Road: A six (6) foot wide concrete or asphalt walk shall run between lots 32 and 33 to connect the cul-de-sac with the multi-use trail along Towne Road, as shown in Exhibit 2.
- O. Driveway Locations: The approximate location of driveways on the Lots shall be in substantial compliance with the locations shown on Exhibit 7.
- P. Sidewalks with Common Area B: As shown on the Primary Plat (Exhibit 2), sidewalks shall not be required within the right-of-way abutting Common Area B in order to maximize the protection of existing trees and minimize the impact on wetlands within the common area.

Section 4.3 The architectural standards applicable to all Dwellings are as follows:

- A. Permitted Building Materials: Masonry, Wood, Cementitious Board, Synthetic Stucco, and EIFS. EIFS shall not be used within eight (8) feet of ground level.

- B. Required Window Openings: Two (2) per level, per façade provided, however, that a vent may be substituted for a window on an uninhabitable gable. All windows shall be fully framed and trimmed.
- C. Garage Type: Garages shall be court-loaded or side-loaded garages attached to the Dwelling.
- D. Chimneys: Chimneys shall be stone, brick, or synthetic stone/brick, only and extend 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 with the exception that the Cheswicke plan with bonus room is allowed to have a shed style chimney.
- E. Porch: At least six feet (6') deep with consistent materials/design with Dwelling. Porches are not required on all Dwellings. If no porch is provided, the entryway shall be covered with a minimum area of sixteen (16) square foot and deep enough to provide shelter at the front door, as well as provide an appropriate and adequate level of detail.
- F. Roofline: Primary Roof shall have a minimum 6/12 pitch. The Primary Roof shall have a twelve inch (12") overhang after installation of siding or an eight inch (8") overhang after installation of brick.
- G. Fences: Fences permitted on individual Lots shall conform with the types shown on Exhibit 7 and specified below.
- (i) Type A Fence shall be a four (4) foot high ornamental iron fence. The final design and color of the fence shall be selected by the Developer. To promote cohesiveness the same fence type and color shall be used for all fences designated Type A.
  - (ii) Type B Fence shall be either (a) the Type A fence, or (b) a six (6) foot high wood privacy fence. One final design and style of the wood privacy fence shall be selected by the Developer. Lots 31, 32, and 33 shall use the same fence type and color along Towne Road.
- H. Architectural Diversity: All Dwellings shall comply with the Home Mix Guidelines in Exhibit 3.

- I. Air Conditioning Units: Air conditioning units shall be placed within the wider of the two side yard setbacks or to the rear of the Dwelling.
- J. Street Lighting: All Dwellings shall have a light fixture on the garage-end of the front elevation to provide lighting of 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 4.4 The applicable character illustrations, indicating conceptually the intended architecture and appearance of Dwellings are contained within Exhibit 4. The area of the front elevation otherwise occupied by the garage door shall be replaced by siding or masonry materials and two windows with design and detailing harmonious with the other design elements on the front elevation.

Section 5. Open Space. Open space shall be in the areas identified on the Concept Plan/Primary Plat Exhibit 2.

Section 5.1 The Open Space Plan conceptually illustrates the District's larger areas of Open Space. The intent of Open Space is to allow for a balance between natural areas and the built environment and to provide for the overall beautification of the District.

Section 5.2 A minimum of 11 acres or 35% of the District shall be allocated to Open Space as conceptually illustrated on the Open Space Plan.

Section 5.3 Tree Preservation Areas. The District's Natural Open Space shall include Tree Preservation Areas. Tree Preservation Areas shall be delineated as part of a Primary Plat approval and recorded with the Secondary Plat. Tree Preservation Areas shall be regulated and maintained in accordance with the following:

- A. The following best management practices should be implemented:
  - (i) Removal of invasive species (e.g. bush honeysuckle) where appropriate. (If after the application of herbicide treatment after the removal of invasive species to prevent from growing back should occur, then such applications shall be done under the oversight of a professional.)
  - (ii) Removal of an overabundance of combustible material (e.g. dead, fallen trees, and leaves).
  - (iii) Removal of vines growing on and up a tree when tree growth is affected.

- (iv) Completing all maintenance activities following industry standard using the latest American National Safety Institute (ANSI) Z-133.1 and A-300 approved practices and methods.

B. The following types of activities shall be permitted:

- (i) Planting of native trees, pursuant to the Indiana Native Tree List provided by the City's Urban Forester.
- (ii) Removal of hazardous, exotic and invasive vegetation, pursuant to the Indiana Exotic and Invasive Plant List provided by the City's Urban Forester.
- (iii) Removal of trees directed to be removed by municipal, county, state or federal authority.
- (iv) Installation of access easements, right-of-way, street, paths, trails, sidewalks, utilities and drainage improvements, and minor pedestrian area improvements (e.g. benches, trash receptacles, creek overlook areas). Community Amenities may be permitted upon review and approval by City's Urban Forester. If appropriate and where feasible, said improvement areas should be limited to perpendicular crossings across Tree Preservation Areas and/or excluded from delineated Tree Preservation Areas.

C. The following types of activities shall not be permitted unless otherwise approved by the City's Urban Forester:

- (i) Removal of living vegetation other than exotic and invasive vegetation and hazardous trees except to accomplish items listed in Section 5.3(B)(iv) of this Ordinance.
- (ii) Mowing any portion of the existing, naturally vegetated Tree Preservation Area, except for along trails, points of access or gathering points.
- (iii) Dumping of leaves or debris from areas other than the Tree Preservation Area.

- (iv) Seeding; including grass seed, prairie mix seed, sod or the planting of any type of vegetable garden unless otherwise approved by the City's Urban Forester.
- (v) Activities that adversely impact the health, structure or integrity of a designated tree preservation area, including but not limited to: active recreational activities requiring the placement of playground equipment, paving for basketball or tennis courts and swimming pools.

D. The following requirements shall apply:

- (i) Tree preservation areas must be easily and permanently identifiable as a tree preservation area through permanent signage posted every five hundred (500) feet around the perimeter of all tree preservation areas. The design and location of such signs shall be coordinated with the City's Urban Forester.
- (ii) Barriers shall be used to protect tree preservation areas during site development. Barriers shall be specified on landscape plans and shall be placed beyond the preserved trees dripline, in accordance with the tree preservation details provided by the City's Urban Forester. Such barriers shall remain in place during the site's construction activity.
- (iii) The Urban Forester shall be contacted for any disputed activity within the tree preservation area. The Urban Forester shall provide resolution to disputed activity, which may include:
  - (a) Removal of trees that are host to an aggressive, life threatening disease or pest that may pose a threat to the vitality of the rest of the forest.
  - (b) Mowing and bush- hogging.
  - (c) Planting of new or replacement trees.

**Section 6. Landscaping Requirements.** The landscaping in the Hadley Grove District shall be specified in Exhibit 5 (the Landscape Plan).

**Section 6.1.** Landscaping shall be in accordance with the following:

- A. General Landscaping (Section 6.2)
- B. Street Trees (Section 6.3)
- C. Foundation and Lot Plantings (Section 6.6)

Section 6.2. General Landscaping Standards. Landscaping shall be integrated, where appropriate, with other functional and ornamental site design elements (e.g. hardscape materials, entryway monumentation, paths, sidewalks, fencing, or water features).

- A. Landscaping should be designed with repetition, structured patterns, and complementary textures and colors. Alternate or pervious paving materials or alternative planting media is permitted where planting space is limited or where otherwise warranted by the site design.
- B. All plantings to be used in accordance with any landscaping requirement of this Ordinance shall meet the following specifications:
  - (i) All trees, shrubs and ground covers shall be planted according to the American Standard for Nursery Stock (ANSI Z60.1) and following the standards, including planting details, provided by the City's Urban Forester. Landscaping materials shall be appropriate to local growing and climatic conditions.
  - (ii) Shade trees shall be a minimum of two and one half (2.5) inches caliper at planting.
  - (iii) Ornamental trees shall be a minimum of one and one half (1.5) inches caliper at planting.
  - (iv) Evergreen trees shall be a minimum height of six (6) feet at planting.
  - (v) Shrubs shall be a minimum height of eighteen (18) inches at planting.
  - (vi) Evergreen trees may be substituted in lieu of shrubs required by the Ordinance on a 1:3 basis (one tree equals three shrubs).
- C. Existing vegetation may be used to achieve required landscaping if:

- (i) The vegetation located on the subject parcel is of suitable quality, size and state of health to achieve required landscaping.
  - (ii) The vegetation is proposed to be preserved using accepted best management practices for tree protection during construction. The preservation of existing vegetation shall constitute an in-kind credit toward meeting the landscape requirements of this Ordinance. A credit, which value shall be determined in consultation with the City's Urban Forester, shall be given per tree that contributes to and satisfies similarly the intent of a particular section of this Ordinance.
- D. All landscaping approved as part of the Secondary Plat and construction plans shall be installed, weather permitting, prior to issuance of a Certificate of Occupancy by the Department. If it is not possible to install the approved landscaping because of weather conditions, the property owner shall request a temporary Certificate of Occupancy prior to the issuance of the Final Certificate of Occupancy, which shall be conditioned upon a determined time to complete the installation of the uninstalled landscape material.
- E. All landscaping approved as part of the Secondary Plat and construction plans may not later be substantially altered, eliminated or sacrificed without first obtaining further Plan Commission approval. However, minor material alterations in landscaping may be approved by the Director or his designee in order to conform to specific site conditions.
- F. It shall be the responsibility of the property owners and their agents to insure proper maintenance of all trees, shrubs and other landscaping required by this Ordinance. This is to include, but is not limited to, replacing dead plantings with identical varieties or a suitable substitute, mulching of planting areas, and keeping the area free of refuse, debris, rank vegetation and weeds.
- G. Landscaping shall be prohibited within the Vision Clearance on Corner Lots.

Section 6.3. Street Trees.

- A. Shade trees shall be planted parallel to each public street and within the street right-of-way pursuant to the City's published street tree planting specifications.

- B. Street trees species shall be selected from the City's published list of recommended street trees and shall be planted a minimum of twenty-five (25) feet and a maximum of fifty (50) feet on center.
- C. No street tree shall be planted in conflict with drainage or utility easements or structures, underground detention (unless so designed for that purpose). However, where the logical location of proposed utilities would compromise the desired effect, the Developer may solicit the aid of the City's Urban Forester in mediating an alternative.

Section 6.4. Perimeter Landscaping Adjacent to Public Right-of-Way. Perimeter landscaping along the perimeter abutting rights -of -way shall be provided pursuant to this section. Perimeter landscaping shall not be planted within the public right -of -way. Perimeter landscaping shall be pursuant to Chapter 26.04 of the Zoning Ordinance. A Type D Bufferyard shall be provided with a minimum yard width of 20 feet and a three (3) foot high mound a minimum of 60 percent of the length of the required bufferyard. The bufferyard shall be planted with a minimum of five (5) shade trees, five (5) ornamental trees, and 27 shrubs per one hundred linear foot increment. Evergreen trees may substitute in lieu of shrubbery on a 1:3 basis (one (1) conifer equals three (3) shrubs.) Landscaping within adjacent Common Areas and existing Tree Preservation Areas may be used toward the bufferyard requirement as approved by the Urban Forester. Where a Common Area containing a pond abuts the public right-of-way, the bufferyard shall be planted with a minimum of three (3) shade trees per one hundred linear foot increment.

Section 6.5. Perimeter Landscaping Not Adjacent to Public Right-of-Way. The bufferyard types shall be pursuant to Chapter 26.04 of the Zoning Ordinance. A Type B Bufferyard shall be provided with a minimum yard width of ten (10) feet. The bufferyard shall be planted with a minimum of three (3) shade trees, three (3) ornamental trees, and 15 shrubs per one hundred linear foot increment. Evergreen trees may substitute in lieu of shrubbery on a 1:3 basis (one (1) conifer equals three (3) shrubs.) Where Common Areas or Lots abut a common area with a pond on the neighboring property, the bufferyard shall be planted with a minimum of three (3) shade trees per one hundred linear foot increment. In Common Areas greater than one and one-half acres in size no bufferyard planting shall be required if at least 80 percent of said Common Area is planted with wildflowers and a minimum of 5 shade trees.

Section 6.6. Foundation and Lot Plantings.

- A. Design Intent. Foundation and lot plantings are used to:
  - (i) Soften the architectural lines of Buildings.

- (ii) Frame the primary views to Buildings and public spaces.
- (iii) Blend architectural designs with the landscape design.

Landscaping shall be designed to appropriately complement a Building's use, set back, height, and architectural features. Window boxes for flowers and planters on front stoops and sidewalks are encouraged in areas where landscaping cannot be installed at the foundation of a Building due to the Building's proximity to a sidewalk, path, street, right-of-way or easement.

**B. Single-Family Dwellings.** The following planting requirements apply to all Single-family Dwellings:

- (i) All lots shall be required to plant two (2) trees in the front yard. If there is not sufficient area for both trees to be placed in the front yard, then one of the required trees may be planted in a side yard as approved by Urban Forester.
- (ii) All lots shall have a minimum of seven (7) shrubs and /or ornamental grasses along the foundation facing a street. Corner lots shall install seven (7) shrubs per side facing a street.

**Section 7. Permitted Uses and Maximum Unit Limitation.** Only Single Family Dwellings, Model Homes, and residential accessory structures permitted in the S-1 Residence District by the Zoning Ordinance shall be permitted within the District. The total number of Dwellings shall not exceed thirty-eight (38).

**Section 8. Homeowners Association and Declaration of Covenants.** Declarations of Covenant(s) shall be prepared by the Controlling Developer and recorded with the Recorder of Hamilton County, Indiana.

**Section 9. Approval Process.**

**Section 9.1. Approval or Denial of the Primary Plat /Development Plan.**

- A. Concept Plan/Primary Plat. The Concept Plan/Primary Plat has been reviewed and approved by the Commission, and constitutes the approved primary plat and, as such, the Developer shall not be required to return the Commission for primary plat approval.

- B. **Secondary Plat Approval.** The Director shall have sole and exclusive authority to approve, with or without conditions, or to disapprove any Secondary Plat; provided, however, that the Director shall not unreasonably withhold or delay the Director's approval of a Secondary Plat that is in substantial conformance with the Concept Plan/Primary Plat and is in conformance with the Development Requirements of this Hadley Grove Ordinance. If the Director disapproves any Secondary Plat, the Director shall set forth in writing the basis for the disapproval and schedule the request for hearing before the Commission.

**Section 9.2. Modification of Development Requirements.**

- A. Changes that shall require amendment of this Hadley Grove Ordinance through the standard rezone process include changes that alter the concept or intent of the PUD including:
- (i) Increases in density or intensity;
  - (ii) Changes in the proportion or allocation of land uses;
  - (iii) Changes in the list of approved uses;
  - (iv) Changes in the locations of uses; and/or
  - (v) Changes in the functional uses of open space, where such change constitutes an intensification of use of the open space.
  - (vi) Any quantity changes – either individually or in the aggregate – that create a ten percent (10%) or greater change from the Development Requirements.
- B. Any Development Requirements (other than those specified in Section 9.2.A) may be modified by the Director, acting as a hearing examiner, after a public hearing held in accordance with the Commission's Rules of Procedure. However, any decision of the Director which approves or denies any requested modifications may be appealed by any interested party to the Commission, also in accordance with the Commission's Rules of Procedure.
- C. Any proposed modification of the Development Requirement shall comply with the following guidelines:
- (i) The modification shall be in harmony with the purpose and intent of this Hadley Grove Ordinance.

- (ii) The modification shall not have an adverse impact on the physical, visual, or spatial characteristics of the Hadley Grove District.
  - (iii) The modification shall not have an adverse impact on the streetscape and neighborhood or abutting properties.
  - (iv) The modification shall not result in configurations of lots or street systems which shall be unreasonable or detract materially from appearance of Hadley Grove District.
  - (v) The minimum standards regarding lot size, rear yard setbacks, size and number of bufferyard plantings, and acres of Open Space shall not be reduced below the requirements of this Hadley Grove Ordinance.
  - (vi) The permitted uses and maximum number of Dwellings shall not be increased above the limits specified in this Hadley Grove Ordinance.
- D. When applying the Development Requirements, the Director shall carefully weigh the specific circumstances surrounding the modification petition and strive for development solutions that promote the spirit, intent and purposes of this Hadley Grove Ordinance.
- E. If the Director determines that the proposed modification will not have an adverse impact on development in Hadley Grove District or the abutting properties, it shall grant a modification of the Development Requirements. In granting modifications, the Director may impose such conditions as will, in its reasonable judgment, secure the objectives and purposes of the Hadley Grove Ordinance.

**Section 10. Controlling Developer's Consent.** Without the written consent of the Controlling Developer, no other developer, user, owner, or tenant may obtain any permits or approvals, whatsoever, with respect to the Real Estate or any portion thereof and, as such, and by way of example but not by limitation, none of the following may be obtained without the approval and consent of the Controlling Developer.

- A. Improvement location permits for any improvements within the Real Estate;
- B. Sign permits for any signs within the Real Estate;
- C. Building permits for any buildings within the Real Estate;

D. Secondary plat approval for any part of the Real Estate; and

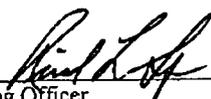
E. Any text amendments or other variations to the terms and conditions of this Hadley Grove Ordinance.

Section 11. Signage. A monument sign as depicted in Exhibit 6 will be constructed at the entrance to the District from Main Street (formerly 131<sup>st</sup> Street) as approved by the Director. Illumination of said sign shall be from a source external to such signage and shall meet the requirements of Article 25.07 of the Zoning Ordinance.

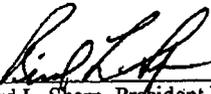
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Signatures appear on the following page.*

PASSED by the Common Council of City of Carmel, Indiana this 15<sup>th</sup> day of April, 2013, by a vote of 7 ayes and 0 nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

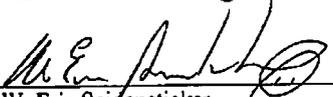
  
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Presiding Officer

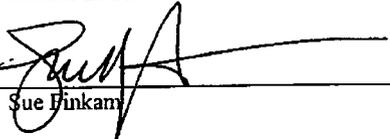
  
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Kevin D. Rider

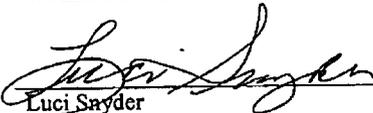
  
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Richard L. Sharp, President Pro Tempore

  
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Carol Schleif

  
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W. Eric Seidensticker

  
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Sue Hinkam

  
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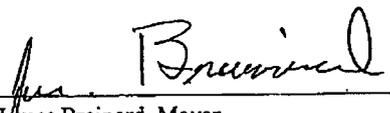
ATTEST:

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk/Treasurer

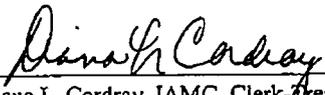
Presented by me to the Mayor of the City of Carmel, Indiana this 16<sup>th</sup> day of April, 2013, at 11:34 A.M.

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk/Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this 24<sup>th</sup> day of April, 2013, at 1:38 P.M.

  
\_\_\_\_\_  
James Brainard, Mayor

ATTEST:

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk-treasurer

This Instrument prepared by: Bryan D. Stumpf, 7378 N 550 E, Lebanon, IN 46052

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. Bryan D. Stumpf

**Exhibit 1**  
**Legal Description**

**EXHIBIT 1**  
**LEGAL DESCRIPTION**

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

**BEGINNING** at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East [NAD83 Indiana State Plane Coordinates – East Zone] on the East line of said Northeast Quarter) a distance of 1328.16 feet on the South line of the Southeast Quarter of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 00 degrees 10 minutes 12 seconds East 985.66 feet on the West line of the Southeast Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the North line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the **BEGINNING POINT**, containing 30.103 acres, more or less.

**Exhibit 2**  
**Concept Plan/Primary Plat**





**Exhibit 3**  
**Home Mix Guidelines**

**EXHIBIT 3**  
**HOME MIX GUIDELINES**

- (1) **No duplication of the same plan is permitted on sites next to each other in either direction or directly across the street.**
- (2) **No duplication of elevation is permitted within two sites on the same side of the street, or on the three sites across the street.**
- (3) **No duplication of colors (brick, siding, and front door in combination) on the two closest sites in any direction or on the three sites across the street.**

Home mix guidelines are established to generally depict a normal ratio and frequency of individual plans, elevations and color schemes.

1	Elevation 2  Color	Elevation 3 Plan Color	Elevation 4 Plan Color	Elevation 5 Plan Color	Elevation 6  Color	7
street						
8	9	Elevation 10  Color	Elevation 11 Plan Color	Elevation 12  Color	13	14

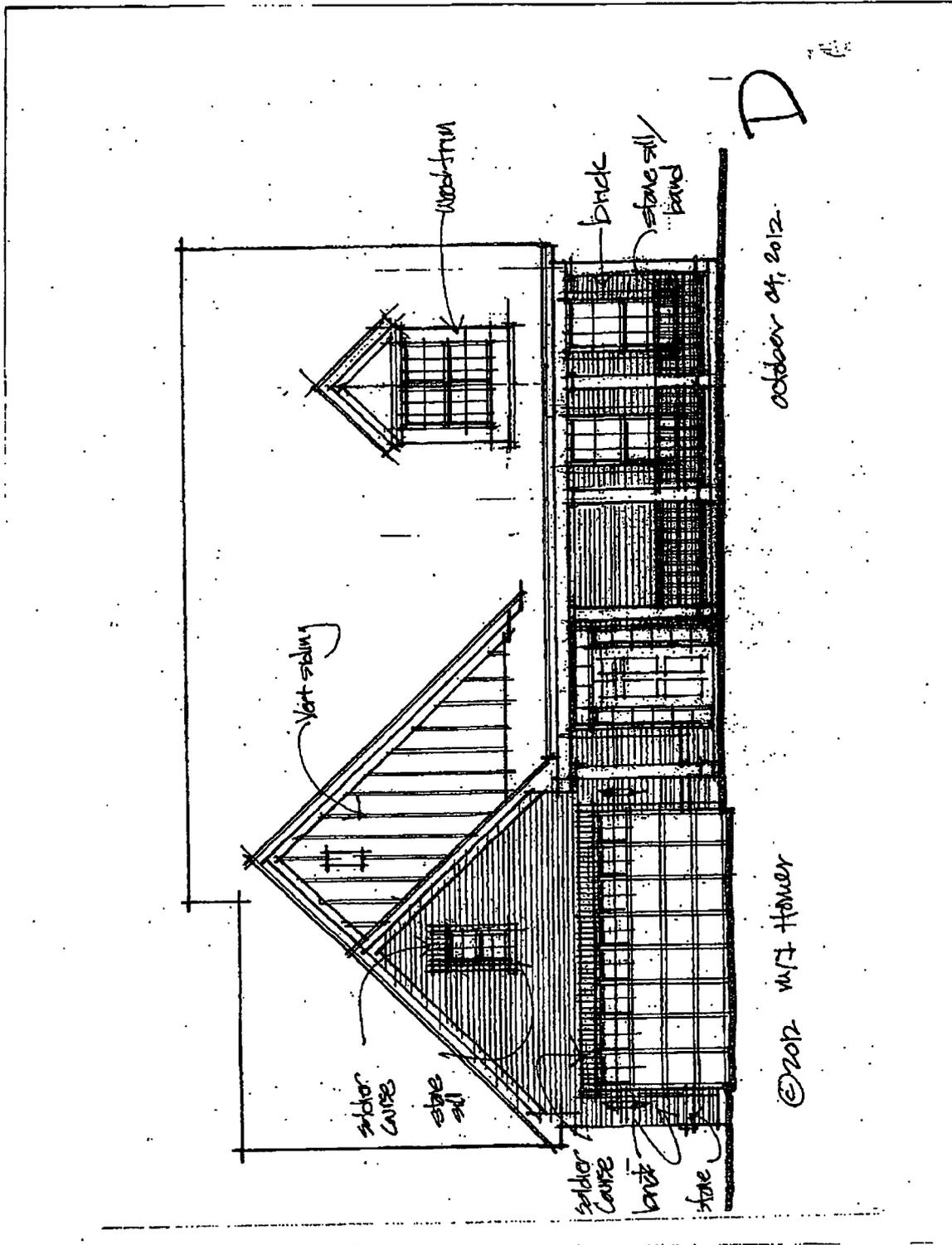
**Exhibit 4**  
**Architectural Character of Homes**

# The Monterey

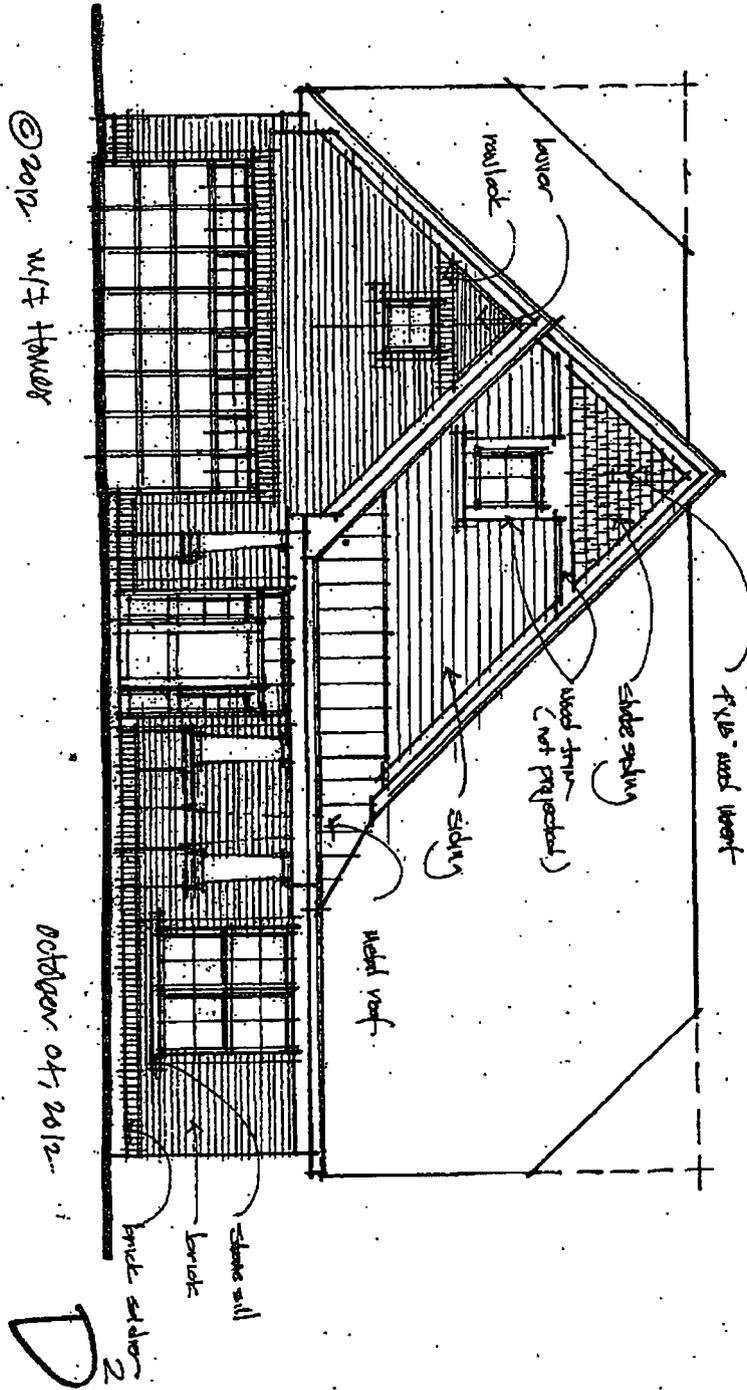


  
**M/I HOMES**  
M/I U

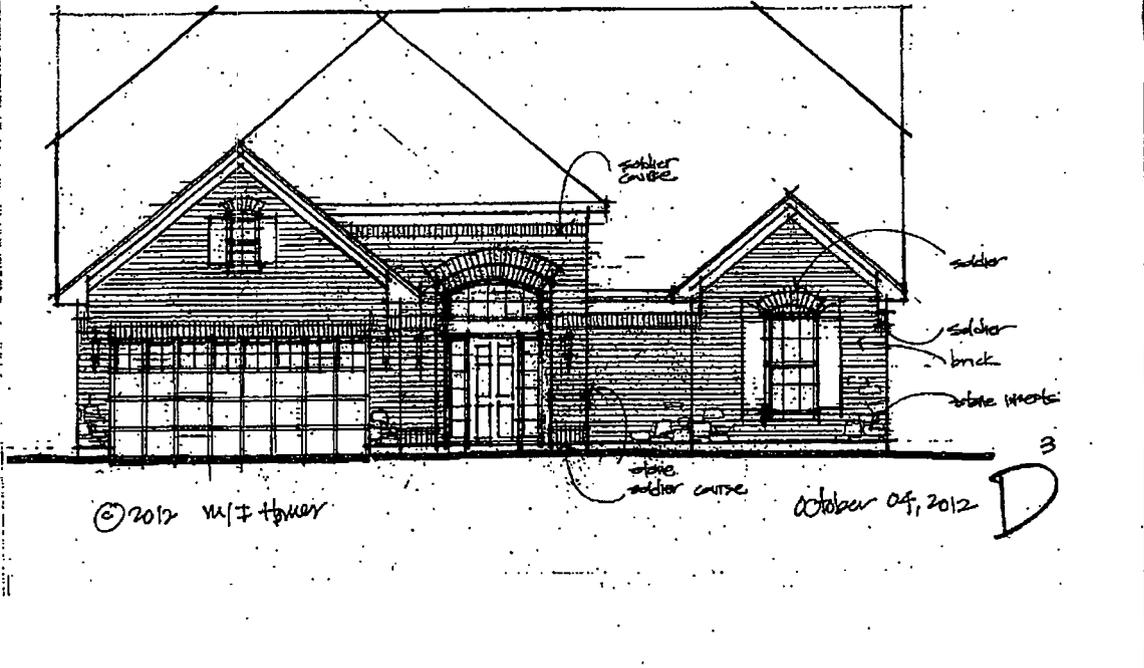
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon



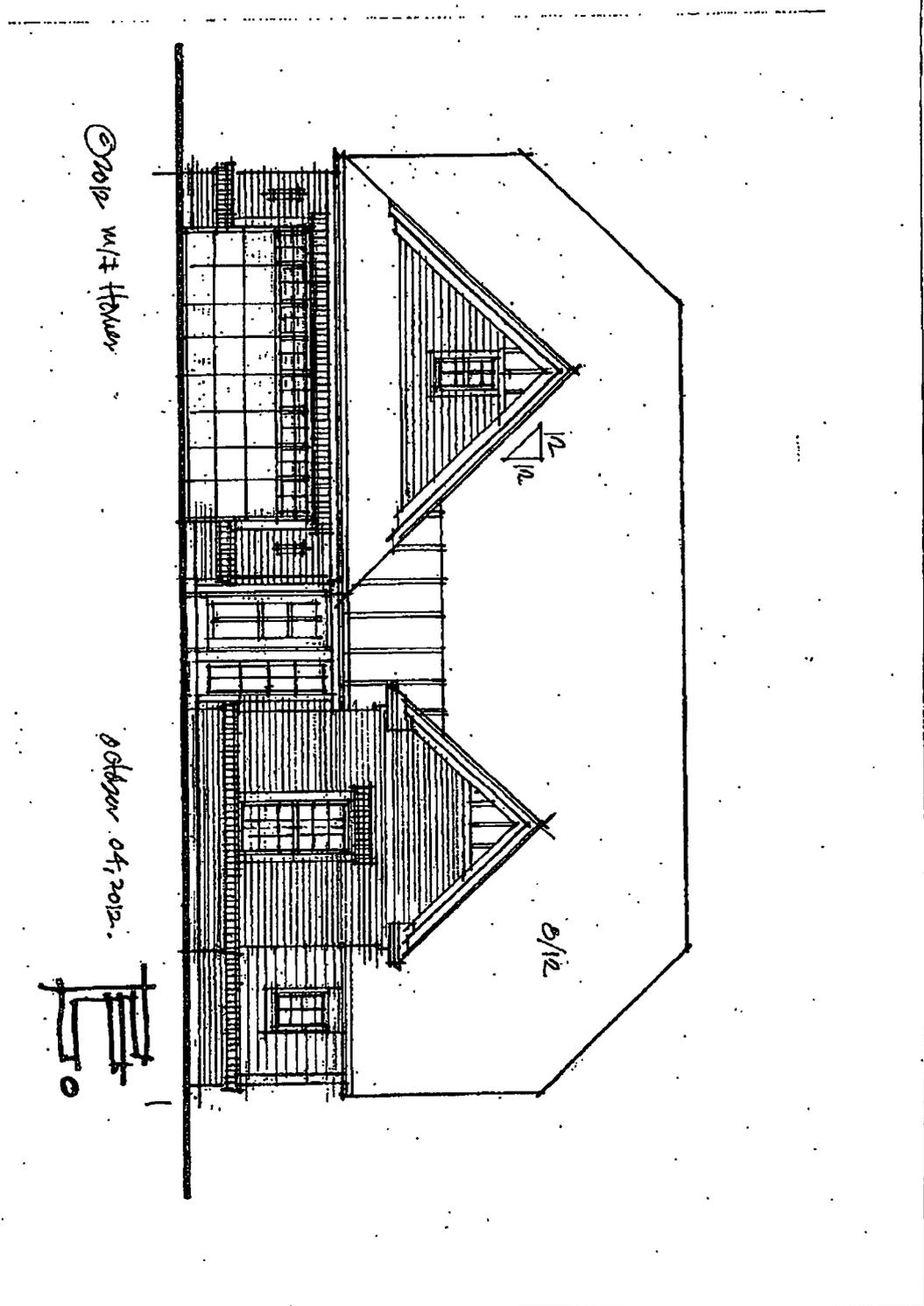
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon



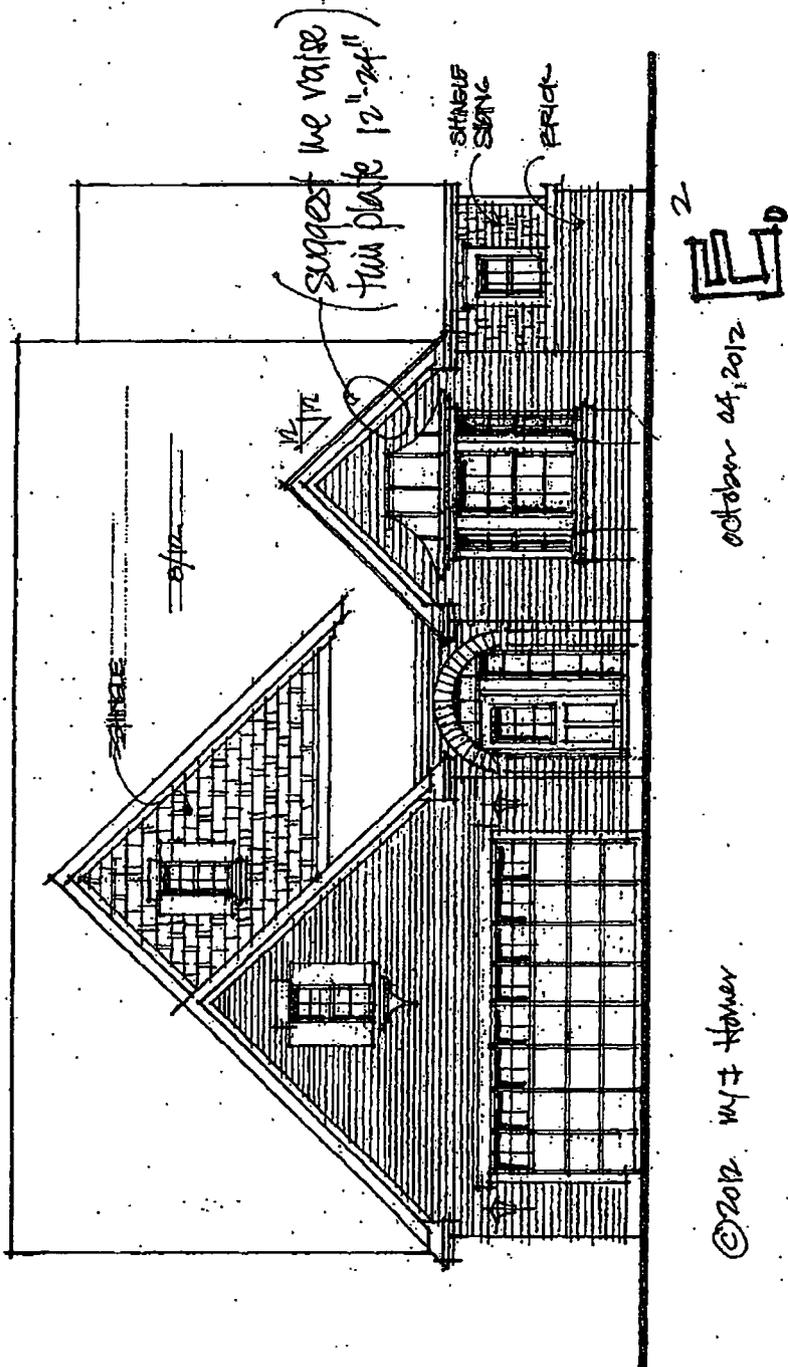
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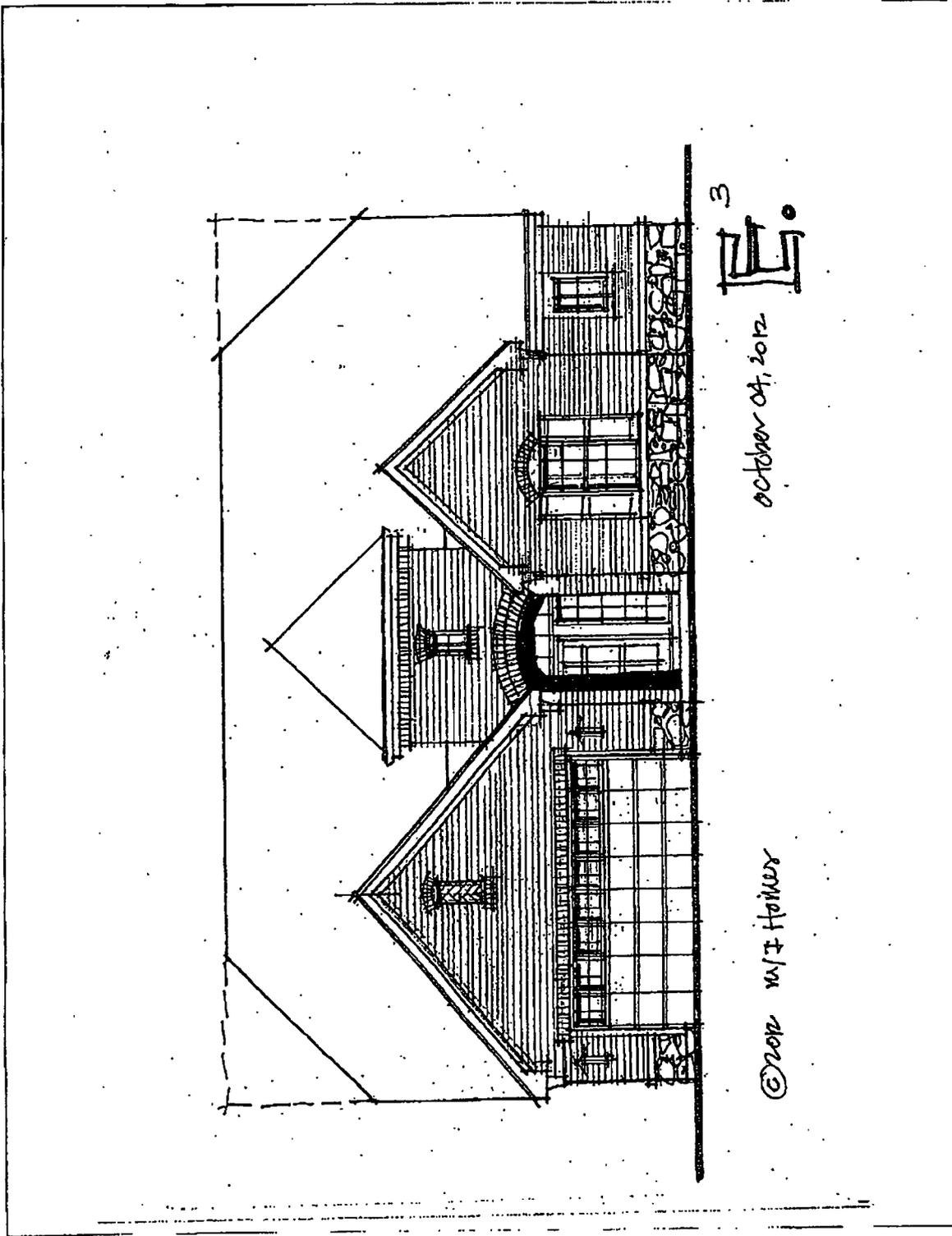
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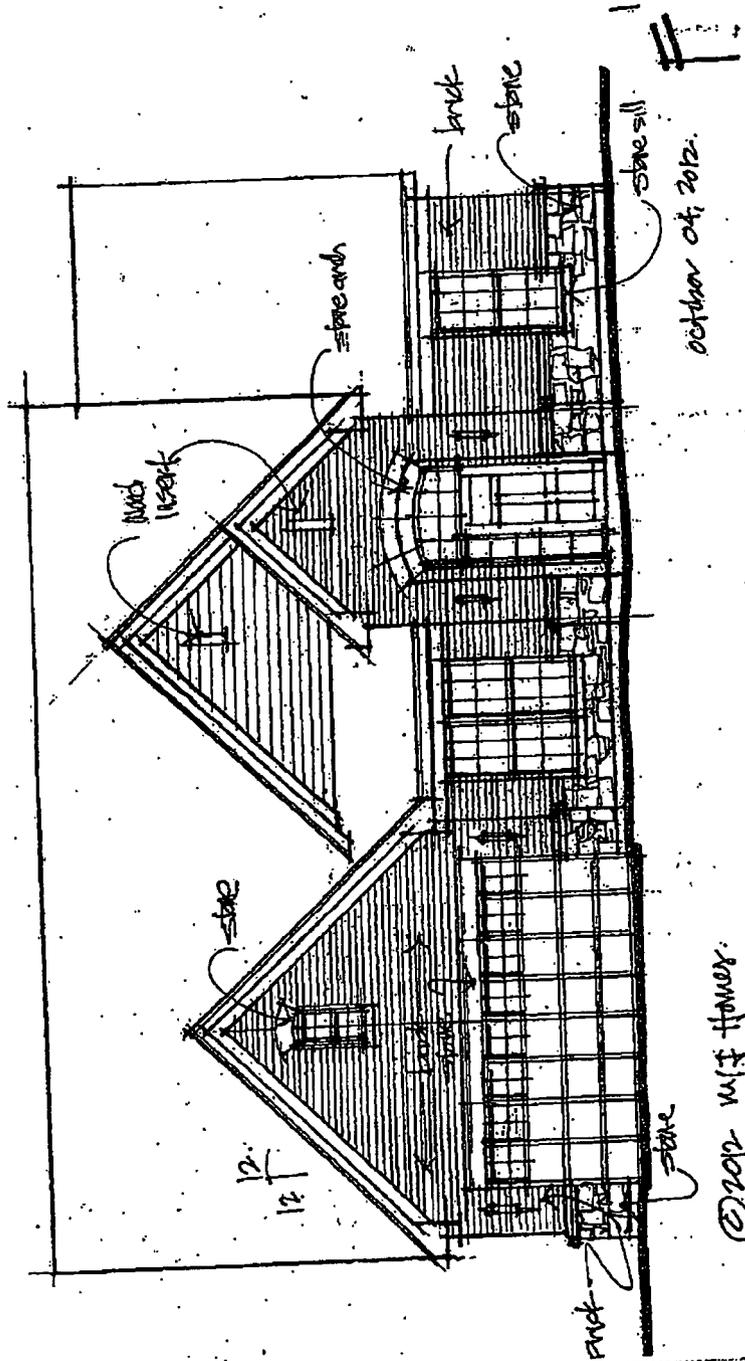
©2012 WJH Home

October 24, 2012

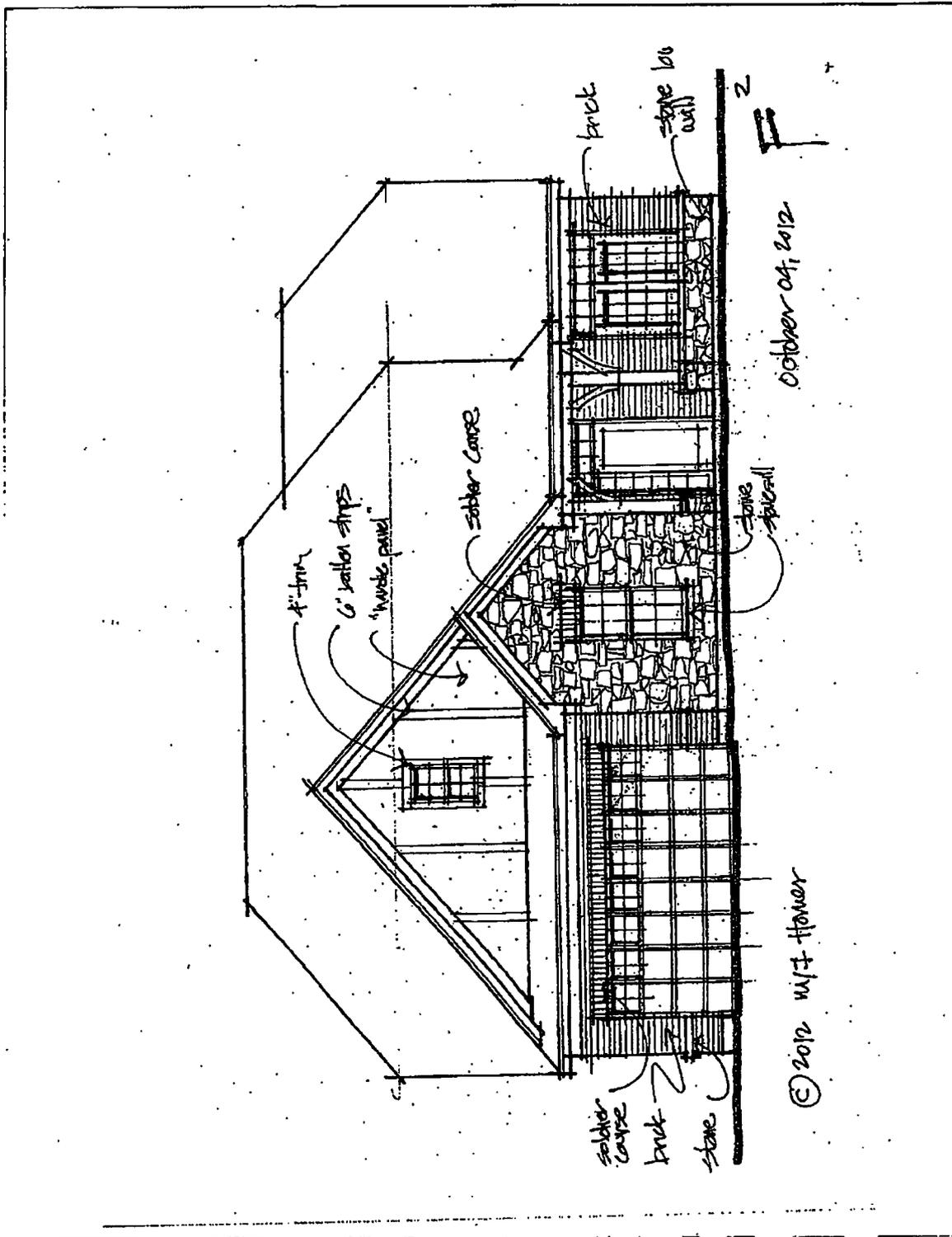
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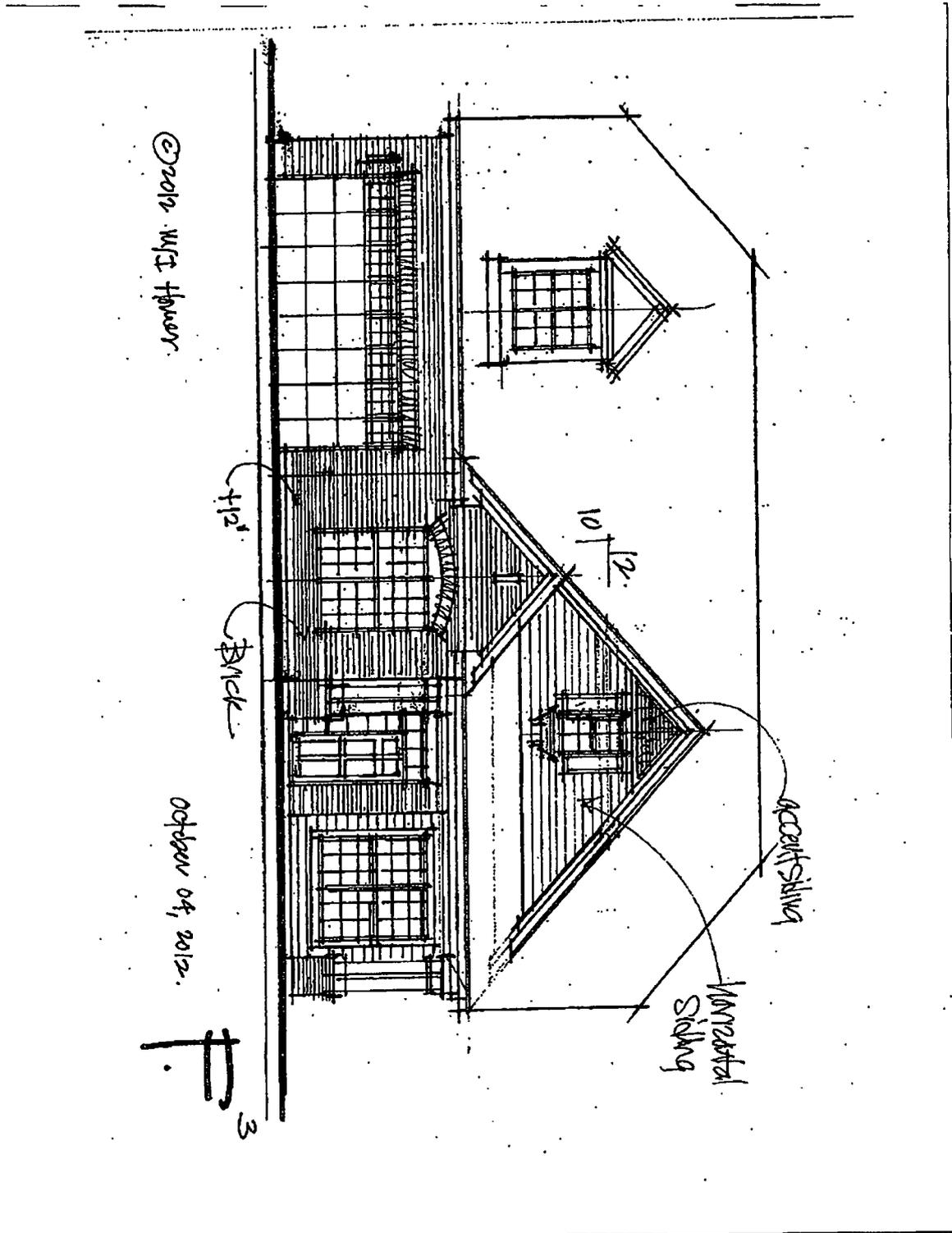
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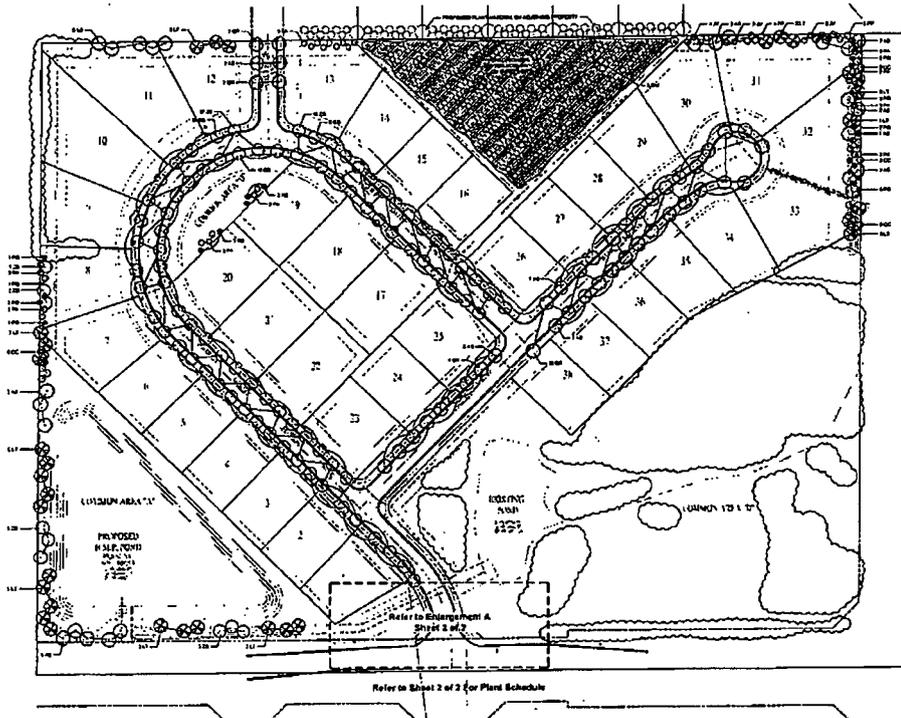
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## **Exhibit 5 Landscape Plan**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

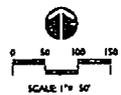


*11th Street*  
DEVELOPMENT

**HADLEY GROVE**  
Carmel, Indiana

LANDSCAPE PLAN

Sheet 1 of 2  
January 29, 2013

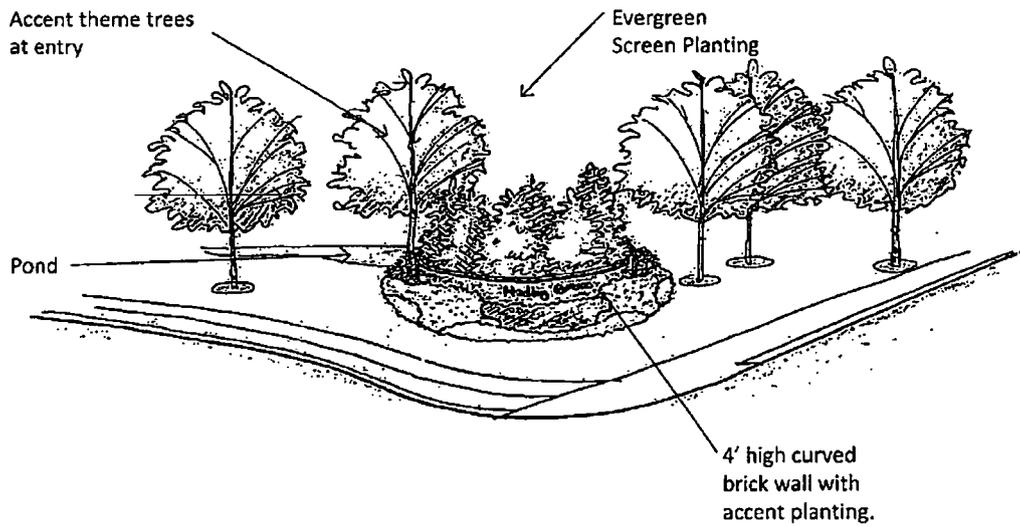




**Exhibit 6**  
**Conceptual Entry Monument**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

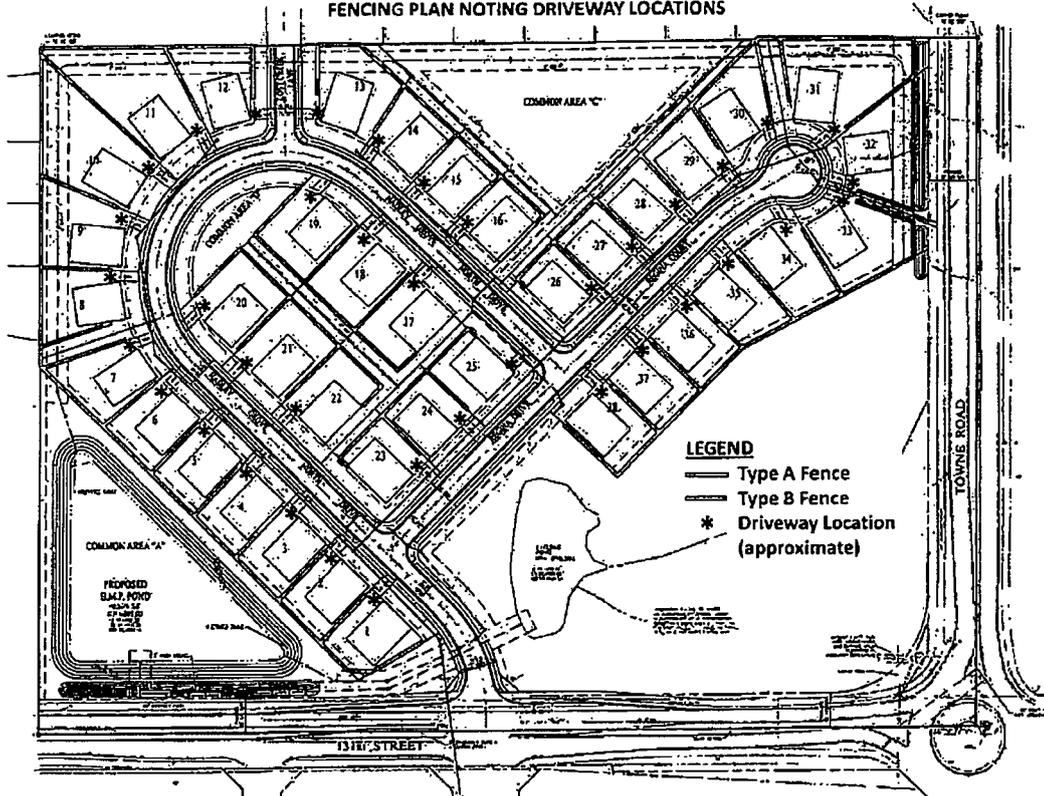
**EXHIBIT 6**  
**CONCEPTUAL ENTRY MONUMENT**



**Exhibit 7**  
**Fencing Plan Noting Driveway Locations**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

**EXHIBIT 7**  
**FENCING PLAN NOTING DRIVEWAY LOCATIONS**



**CERTIFICATION  
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION  
ON THE PETITION OF THE CITY OF CARMEL  
TO AMEND THE ZONING ORDINANCE  
PURSUANT TO INDIANA CODE 36-7-4-605**

**ORDINANCE Z-572-13**

**Rezoning of 30 acres from S-1/Residence to PUD/Planned Unit Development  
Located at the northwest corner of Main St. and Towne Rd.**

**To: The Honorable Common Council  
Of the City of Carmel  
Hamilton County, Indiana**

Dear Members:

The Carmel Plan Commission offers you the following report on the application (**Docket No. 12100017 Hadley Grove PUD Rezone**) to rezone 30 acres to PUD/Planned Unit Development, petitioning the Commission for a favorable recommendation to rezone From S-1 Residence to PUD/Planned Unit Development:

The Carmel Plan Commission's recommendation on the petition is **'Favorable.'**

At its regularly scheduled meeting of February 19, 2013, the Carmel Plan Commission voted Ten (10) in Favor, Zero (0) Opposed, Zero (0) Abstaining, (1) Absent to forward to the Common Council the proposed **Ordinance No. Z-572-13** with a **"Favorable Recommendation."**

Please be advised that by virtue of the Plan Commission's **Favorable Recommendation**, pursuant to IC 36-7-4-608(f), the Council has ninety (90) days to act on this petition before it becomes effective as Certified by the Commission. Ninety days from the date of the Certification is Tuesday, May 21, 2013.

CARMEL PLAN COMMISSION

BY: Steve Stromquist /em  
Steve Stromquist, President

ATTEST:

Lisa Motz  
Lisa Motz, Secretary  
Carmel Plan Commission

Dated: February 20, 2013

2013 FEB 21 1:09:43

PUBLISHER'S AFFIDAVIT

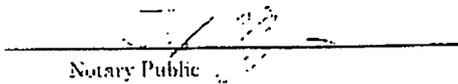
State of Indiana )  
 ) ss:  
Hamilton County )

Personally appeared before me, a notary public in and for said county and state, the undersigned Tim Timmons who, being duly sworn, says that he is Publisher of The Times newspaper of general circulation printed and published in the English language in the city of Noblesville in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time(s), the date(s) of publication being as follows:

3/11/2013



Subscribed and sworn to before me this Monday, March 11, 2013.



Notary Public

My commission expires: 05/28/2020  
Jennifer Louise May  
Resident of Marion County

Publisher's Fee: \$59.50

JENNIFER LOUISE MAY  
Notary Public - Seal  
State of Indiana  
My Commission Expires May 28, 2020

NOTICE OF PUBLIC HEARING BEFORE THE  
CARMEL COMMON COUNCIL  
ORDINANCE 2-572-13: HADLEY GROVE PLD REZONE.  
Notice is hereby given that the Carmel Common Council meeting on  
Monday, April 15, 2013, at 6:00 p.m. in the City Hall Council Chambers, 1 Civic  
Square, Carmel, Indiana 46022, will hold a Public Hearing upon a Rezone/PLD  
application to rezone approximately 30 acres at the northwest corner of Towne  
Road and 131st Street from the S-1-Residence District to PUD/Planned Unit  
Development to permit a residential subdivision.  
The property address is: 2474 West 131st Street, Carmel, Indiana.  
The application is identified as Ordinance 2-572-13: Hadley Grove PLD  
Rezone.  
The real estate affected by said application is described as follows:  
Tax ID parcel numbers 17-09-29-00-06-010.000 and 17-09-29-00-00-  
011.000.  
All interested persons desiring to present their views on the above  
application, either in writing or verbally, will be given an opportunity to be heard  
at the above mentioned time and place.  
Petitioner name: M/I Homes of Indiana, LP  
Contact Person: Bryan Saumpf  
11th Street Developments  
3378 N 550 E  
Lebanon, IN 46052  
(317) 721-8279  
bsaumpf@11thStreetDevelopment.com

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TL2126-311

TL 2126

CERTIFICATION  
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION  
ON THE PETITION OF THE CITY OF CARMEL  
TO AMEND THE ZONING ORDINANCE  
PURSUANT TO INDIANA CODE 36-7-4-605

ORDINANCE Z-572-13 (As Amended): HADLEY GROVE PUD.  
Rezoning of 30 acres to PUD/Planned Unit Development from S-1/Residence  
Located at 2424 W. 131<sup>st</sup> Street

2013 MAY 30 P 2:47

To: **The Honorable Common Council  
Of the City of Carmel  
Hamilton County, Indiana**

Dear Members:

The Carmel Plan Commission offers you the following report on the amendments to the petition (Docket No. 12100017 Hadley Grove PUD Rezone) to rezone 30 acres to PUD/Planned Unit Development:

The Carmel Plan Commission **DISAPPROVES** the amendments.

At a meeting of the Plan Commission Executive Committee on May 29, 2013, the Committee voted Four (4) in Favor, Zero (0) Opposed, to forward to the Common Council Ordinance Z-572-13 As Amended with a "Disapproval" of the amendments, due to the following reasons:

1. The Commission approves all amendments made by Council, except the changes made in Section 9.2 of the PUD; the Commission suggests the following revisions to Sections 9.2.A and 9.2.B to read as follows:

**Section 9.2. Modification of Development Requirements.**

- A. Changes that shall require amendment of this Hadley Grove Ordinance through the standard rezone process include changes that alter the concept or intent of the PUD including:
  - i) Increases in density or intensity;
  - ii) Changes in the proportion or allocation of land uses;
  - iii) Changes in the list of approved uses;
  - iv) Changes in the locations of uses; and/ or
  - v) Changes in the functional uses of open space, where such change constitutes an intensification of use of the open space.
  - vi) Any quantity changes— either individually or in the aggregate— that create a ten percent (10%) or greater change from the Development Requirements, shall be approved by the City Council.
- B. Any Development Requirements (other than those specified in Section 9.2.A) may be modified by the Director, acting as a hearing examiner, after a public hearing held in accordance with the Commission's

Rules of Procedure. However, any decision of the Director which approves or denies any requested modifications may be appealed by any interested party to the Commission, also in accordance with the Commission's Rules of Procedure.

Please be advised that by virtue of the Plan Commission's **Disapproval and Recommendation** of further amendments, the Council has 45 days to accept the Commission's further recommendations or to confirm its original vote on Z-572-13 As Amended, pursuant to IC 36-7-4-607(e)(4)(B). Forty-five days from the date of this Certification (May 30, 2013) is Sunday, July 14, 2013.

CARMEL PLAN COMMISSION

BY: Steven R. Stromquist  
Steven. R. Stromquist, President

ATTEST:

Lisa Motz  
Lisa Motz, Secretary  
Carmel Plan Commission

Dated: May 30, 2013

2013 MAY 30 P 2 47

*This is a redline copy of changes made by Common Council to Section 9.2 of the Hadley Grove PUD ordinance text.*

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B. Secondary Plat Approval. The Director shall have sole and exclusive authority to approve, with or without conditions, or to disapprove any Secondary Plat; provided, however, that the Director shall not unreasonably withhold or delay the Director's approval of a Secondary Plat that is in substantial conformance with the Concept Plan/Primary Plat and is in conformance with the Development Requirements of this Hadley Grove Ordinance. If the Director disapproves any Secondary Plat, the Director shall set forth in writing the basis for the disapproval and schedule the request for hearing before the Commission.

Section 9.2. Modification of Development Requirements.

A. Changes that shall require amendment of this Hadley Grove Ordinance through the standard rezone process include changes that alter the concept or intent of the PUD including:

- (i) Increases in density or intensity;
- (ii) Changes in the proportion or allocation of land uses;
- (iii) Changes in the list of approved uses;
- (iv) Changes in the locations of uses; and/or
- (v) Changes in the functional uses of open space, where such change constitutes an intensification of use of the open space.

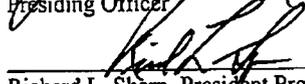
B. Any quantity changes – either individually or in the aggregate – that create a ten percent (10%) or greater change from the Development Requirements shall be approved by the City Council. ~~Modification of the Development Requirements, requested by the Controlling Developer, may be approved the Plan Commission or committee designated by the Commission, after a public hearing held in accordance with the Commission's Rules of Procedure. However, any decision of a committee which denies any requested modification may be appealed by the party requesting approval to the Commission, also in accordance with the Commission's Rules of Procedure.~~

C. Any proposed modification of the Development Requirement shall comply with the following guidelines:

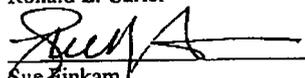
ADOPTED by the Common Council of the City of Carmel, Indiana this 3<sup>rd</sup> day of June 2013, by a vote of 6 ayes and 0 nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

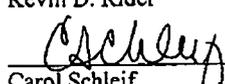
  
\_\_\_\_\_  
Presiding Officer

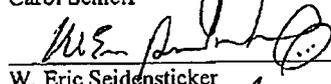
  
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Richard L. Sharp, President Pro Tempore

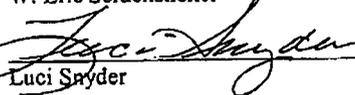
NOT PRESENT  
\_\_\_\_\_  
Ronald E. Carter

  
\_\_\_\_\_  
Sue Finkam

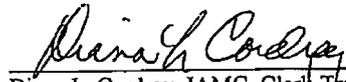
  
\_\_\_\_\_  
Kevin D. Rider

  
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Carol Schleif

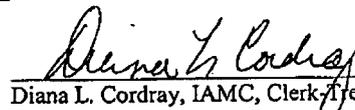
  
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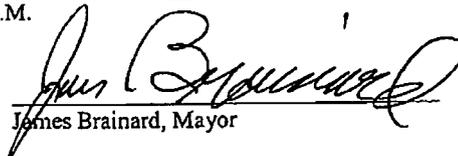
ATTEST:

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk-Treasurer

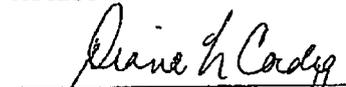
Presented by me to the Mayor of the City of Carmel, Indiana this 4<sup>th</sup> day of June 2013, at 11:08 A.M.

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this 5<sup>th</sup> day of June 2013, at 10:40 A.M.

  
\_\_\_\_\_  
James Brainard, Mayor

ATTEST:

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk-Treasurer

## Memo

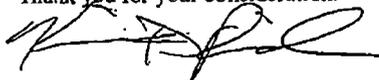
May 30, 2013

Re: Proposed add-on: ORDINANCE Z-572-13 (As Amended): HADLEY GROVE PUD.

I am proposing to add this Plan Commission Re-Certification of ORDINANCE Z-572-13 (As Amended): HADLEY GROVE PUD to our agenda, as its timeline is very sensitive relating to State Statute timelines and deadlines.

I have asked the Clerk Treasurers' office to distribute this add on to the Mayor, members of the Council, and the news media.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "K. Rider", written over the typed name below.

Kevin "Woody" Rider

## EXHIBIT D

### [Fencing Guidelines]

#### Fence Guidelines

##### **Type A:**

4' Black Wrought  
Iron, 3 Rail Classic

##### **Type B:**

6' Cedar, Crowned  
Shadowbox with  
French Gothic Posts

<i>Lot</i>	<i>Fence Type</i>		<i>Lot</i>	<i>Fence Type</i>
1	Type A		20	Type A or B
2	Type A		21	Type A or B
3	Type A		22	Type A or B
4	Type A		23	Type A or B
5	Type A		24	Type A or B
6	Type A		25	Type A or B
7	Type A		26	Type A
8	Type A or B		27	Type A
9	Type A or B		28	Type A
10	Type A or B		29	Type A
11	Type A		30	Type A
12	Type A		31	Type A
13	Type A		32	Type A
14	Type A		33	Type A
15	Type A		34	Type A
16	Type A		35	Type A
17	Type A or B		36	Type A
18	Type A or B		37	Type A
19	Type A or B		38	Type A

EXHIBIT E

[Garage Hand Requirements]

Lot	Garage Hand
1	Right
2	Right
3	Right
4	Right
5	Right
6	Right
7	Right
8	Right
9	Right
10	Right
11	Right
12	Right
13	Left
14	Left
15	Left
16	Left
17	Right
18	Right
19	Right
20	Left
21	Left
22	Left
23	Right
24	Right
25	Right
26	Right
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**WEIHE**  
**ENGINEERS**

Land Surveying | Civil Engineering  
Landscape Architecture

*Build with confidence.*

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HAMILTON County Recorder IN  
Recorded as Presented



**Naturalized Wet Pond A With Native Banks And Shelf**  
**Existing Wet Pond**  
**Wet Pond C**  
**Constructed Wetlands M1, M2 And M3**  
**Preserved Wetland**  
**5 Sump Structures With Snout Guards**

# Operations and Maintenance Manual

For:

**Hadley Grove Subdivision**  
**Carmel, Indiana**

**Project #W12-0366**

**Prepared For:**

**M/I Homes of Indiana, LP**  
**8500 Keystone Crossing, Suite 590**  
**Indianapolis, Indiana 46240**

**Prepared By: James Wm. O'Bara**  
**Checked By: Edward E. Fleming**  
**Certified By: James E. Shields, Jr., P.E.**

**Date:**

**15 February 2013**

**Revised:**

**07 August 2013**

**OPERATION AND MAINTENANCE MANUAL  
NATURALIZED WET POND A WITH NATIVE BANKS AND SHELF  
EXISTING WET POND  
WET POND C  
CONSTRUCTED WETLANDS M1, M2 AND M3  
PRESERVED WETLAND  
5 SUMP STRUCTURES WITH SNOUTS**

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- A. Naturalized Wet Pond A with Native Banks and Shelf**
- B. Existing Wet Pond**
- C. Wet Pond C**
- D. Constructed Wetlands M1, M2 and M3**
- E. Preserved Wetland**
- F. 5 Sump Structures with Snout Guards**

**Maintenance & Management Inspection Checklist for Stormwater Quality Owners**

- **Inspection and Maintenance Checklist**
  - **Naturalized Wet Pond A with Native Banks and Shelf - Operation, Maintenance and Management Inspection Checklist**
  - **Existing Wet Pond, - Operation, Maintenance and Management Inspection Checklist**
  - **Wet Pond C - Operation Maintenance and Management Inspection Checklist**
  - **Constructed Wetlands M1, M2 and M3 - Operation Maintenance and Management Inspection Checklist**
  - **Preserved Wetland - Operation Maintenance and Management Inspection Checklist**
  - **5 Sump Structures with Snout Guards - Operation Maintenance and Management Inspection Checklist**

**Exhibit -- Water Quality**

**Owner Information and Acknowledgment**

## Definitions & Description

Storm Water Best Management Practices refers to the structural or non-structural measures designed for the benefit of storm water conveyance. Storm water is the rainfall/snowmelt that flows over our yards, streets, parking lots, and buildings and either enters the storm water extended wet retention pond system or runs directly into a lake or stream.

Storm water is the rainfall/snowmelt that flows over our yards, streets, parking lots, and buildings and either enters the storm drain system or runs directly into a lake or stream.

A wetland is a land area that is saturated with water, either permanently or seasonally, such that it takes on the characteristics of a distinct ecosystem. Primarily, the factor that distinguishes wetlands from other land forms or water bodies is the characteristic vegetation that is adapted to its unique soil conditions: Wetlands consist primarily of hydric soil, which supports aquatic plants. Wetlands are natural or constructed.

Owners of wet retention ponds and Storm Inlet with Snout Guard, along with Natural and/or Constructed Wetland are typically the property owner. The wet retention pond (Wet Pond C) and Storm Inlet with Snout Guard and wetlands may also be the lessee of the property in the case of long-term leases of residential and rented properties. The lessee is considered the owner only if the lease specifically states that construction by the lessee must meet applicable local codes and regulations

Storm Inlet with Snout Guard refers to structural or non-structural measures designed for the benefit of storm water conveyance. Storm Inlet with Hooded Snout is the specific Water Quality being utilized on this site. The Snout is a hand fabricated from marine grade fiberglass that attaches to the wall of a stormwater cash basin or other water-quality structure over the outlet pipe in such a manner as to prevent the exit of floating debris and oil.

Also a Natural and/or Constructed Wetland are also specific Water Quality being utilized on this site. Naturalized Wet Pond A with Native Banks and Shelf, an Existing Wet Pond and constructed and preserved Wetlands will be maintained.

### **Naturalized Wet Pond A with Native Banks and Shelf, Existing Wet Pond, Wet Pond C, Constructed Wetlands M1, M2 and M3, Preserved Wetland and Sump Structures with Snout Guard along with Natural and/or Constructed Wetlands ~ Overview**

Urban stormwater runoff contains many types and forms of pollutants. When compared to stormwater run-off from pre-developed conditions, high concentrations and some contaminants that are not naturally present in surface runoff from undeveloped local lands are found. Runoff from undeveloped watersheds contains metals, nutrients, sediment particles, oxygen-demanding compounds, and other constituents. Once developed constituent loads increase because surface runoff volumes increase and the sources of many of these pollutants also increase. Supplemental applications of

compounds, such as fertilizers, also tend to increase the availability of some pollutants to stormwater runoff.

Runoff water quality in urban areas can be extremely detrimental to local habitat. Paved surfaces and standing water bodies for stormwater management control elevate the temperature of water entering streams. Chemicals in standing water and ponds are oxidized, resulting in depressed levels of dissolved oxygen. Increased runoff volumes and rates create scour and deposition damage to in stream habitat. Activities in urbanized areas, such as vehicular traffic, deposit pollutants such as heavy metals and oil & grease on paved surfaces where they easily wash off into the streams.

Storm Water Best Management Practices are facilities, which removes sediment, biochemical oxygen demand (BOD), organic nutrients, and trace metals from stormwater runoff. This is accomplished by slowing down stormwater using an in-line permanent pool or pond affection settling pollutants. The wet pond is similar to a dry pond, except that a permanent volume of water is incorporated into the design. The drainage area should be such that as adequate base flow is maintained in the pond. Biological processes occurring in the permanent pond pool aid in reducing the amount of soluble nutrients present in the water such as nitrate and ortho-phosphorus.

Refer to the Naturalized Wet Pond A with Native Banks and Shelf, Existing Wet Pond, and Constructed Wetlands - Preserved Wetland and Snout Guard along with Natural and/or Constructed Wetlands Inspection and Maintenance Activities in this manual and the checklists for detailed descriptions of the maintenance requirements.

The Storm Inlet with Snout Guard is a storm water conveyance of consisting of a inlet and storm pipe conveying storm water. The Storm Inlet with Snout Guard will drain to the lake, along the southeast corner of the Hadley Grove Subdivision.

The location of the extended wet detention pond and Storm Inlet with Snout Guard shall be located at:

**Hadley Grove Subdivision  
131<sup>st</sup> Street & Towne Road  
Carmel, Indiana**

Routine inspections are the responsibility of the owner. Maintenance is also the responsibility of the owner. The extended wet detention pond and Storm Inlet with Snout Guard owner shall be financially responsible for any maintenance or repairs required by the City or its representatives during the City's inspections. The approval maintenance plan and inspection forms provided with this manual should be used as guidance for performing maintenance activities. Completed inspection forms must be maintained by the extended wet detention pond and Storm Inlet with Snout Guard owner and produced upon request by the City. The City must be notified of any changes in ownership, major repairs or extended wet detention pond and Storm Inlet with Snout Guard failure in writing within 30 days. The letter should be addressed to:

City of Carmel  
Carmel Engineering Department Storm Water  
One Civic Square, Carmel, IN 46032

The City and/or its representatives have the right to enter the property to inspect extended wet detention pond. In the event that the City finds an extended wet detention pond and Storm Inlet with Snout Guard in need of maintenance or repair, the City will notify the extended wet detention pond and Storm Inlet with Snout Guard owner of the necessary maintenance or repairs and give the landowner a timeframe for completing the maintenance or repairs. If the maintenance or repairs are not completed within the designated time frame, the City shall perform the maintenance or repairs and bill the landowner for the actual costs for the work.

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 inspections, 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. Annual reports may be submitted to; Attn: Storm Water Administrator, Engineering Department, One Civic Square, Carmel, IN 46032.

**Naturalized Wet Pond A with Native Banks and Shelf, Existing Wet Pond, Wet Pond C, Constructed Wetlands M1, M2 and M3, Preserved Wetland and Sump Structures with Snout Guards along with Natural and/or Constructed Wetlands ~ Inspection & Maintenance Activities**

Refer to the Owner's manual and inspection checklist provided with this manual for operation, maintenance and inspection of the extended wet detention. The checklist is for the use of the owner in performing routine inspections. The developer and/or owner are responsible for the cost of maintenance and annual inspections. The owner must maintain and update the operations and maintenance plan. At a minimum, the operations and maintenance plan must include, but is not limited to:

1. Inspection for any blockages or debris.
2. Inspection and maintenance procedure as called for in extended wet detention pond and Storm Inlet with Snout Guard manual.
3. Remove any floatables before entering drainage infrastructure.

Naturalized Wet Pond A with Native Banks and Shelf, Existing Wet Pond, and Constructed Wetlands - Preserved Wetland and Snout Guard along with Natural and/or Constructed Wetlands, Storm Inlet with Snout Guard and wetland owners must routinely inspect extended wet detention pond and Storm Inlet with Snout Guard is to verify that all extended wet detention pond, Storm Inlet with Snout Guard and wetland

components are functioning as designed and are not in danger of failing. All extended wet detention pond, Storm Inlet with Snout Guard and wetlands need maintenance to function. Inspections must be documented on the inspection form included in this Maintenance Manual.

Maintenance for the preserved wetland shall not be disturbed unless it is to maintain the outlet structure. Any modifications must be approved by IDEM and the City of Carmel. In the natural wet pond, mowing can be made once per year, in early fall or late spring. All cuttings must be removed and disposed of properly.

### **Maintenance & Management Inspection Checklist for Stormwater Quality Owners**

#### **Tabular inspection table**

Date installed \_\_\_\_\_

A self-monitoring program by the project site owner is required during construction and during a maintenance schedule of any project described. A trained individual employed or retained by the project site owner shall prepare and maintain a written evaluation of the project site by the end of the next business day following each measurable Inspection.

The evaluation must address the maintenance of existing storm water quality measures to ensure they are functioning properly and identify additional measures necessary to remain in compliance with all applicable statutes and rules.

Inspection during construction should be after a storm event and at a minimum, one (1) time a week.

Inspection during the maintenance schedule must routinely inspect SQU's to verify that all SQU components are functioning as designed and are not in danger of failing. They should be inspected a minimum of a semi-annual basis or upon observed failure.

Written evaluation reports must include the following:

- The name of the individual performing the evaluation
- The date of the inspection
- Problems identified at the project site and details of corrective actions recommended and completed

All evaluation reports for this project must be made available to inspection authority within one business day of a request.

All persons engaging in construction activities on this project site must comply with the storm water pollution prevention plan, Rule 5 and the City of Carmel Stormwater Technical Standards Manual.

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

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

Tabular inspection table –

- Inspection and Maintenance Checklist
  - Naturalized Wet Pond A with Native Banks and Shelf - Operation, Maintenance and Management Inspection Checklist
  - Existing Wet Pond, - Operation, Maintenance and Management Inspection Checklist
  - Wet Pond C - Operation Maintenance and Management Inspection Checklist
  - Constructed Wetlands M1, M2 and M3 - Operation Maintenance and Management Inspection Checklist
  - Preserved Wetland - Operation Maintenance and Management Inspection Checklist
  - 5 Sump Structures with Snout Guards - Operation Maintenance and Management Inspection Checklist

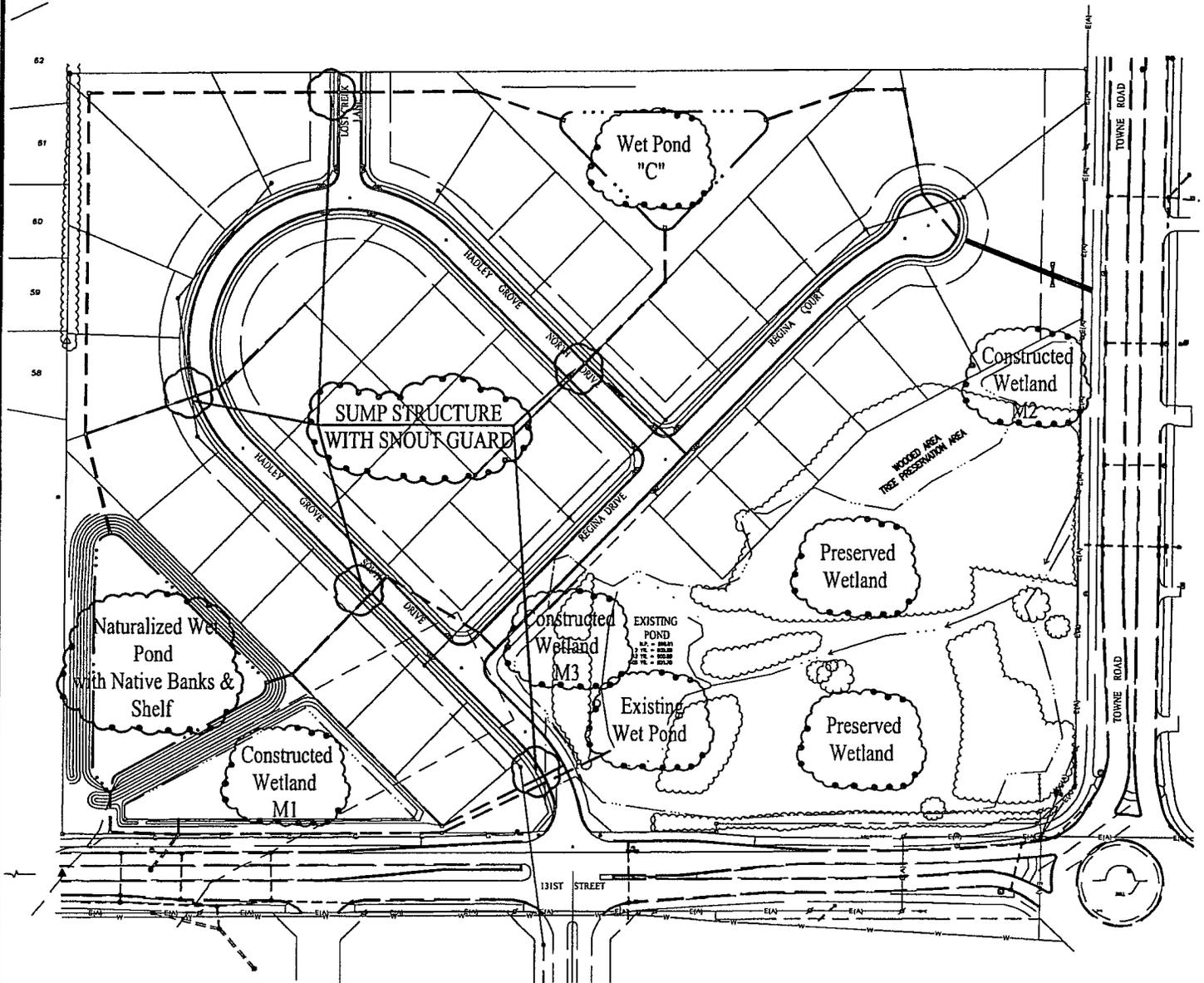
Refer to the checklist provided with this manual for operation, maintenance and inspection of Extended Wet Retention Pond. The checklist is for the use of the BMP owner in performing routine inspections. The City will perform annual inspections of BMPs, using similar checklist. The developer/owner is responsible for the cost of maintenance and annual inspections. See Table A for a schedule of fees. The BMP owner must maintain and update the BMP operations and maintenance plan. At a minimum, the operations and maintenance plan must include, but is not limited to:

1. Removal of debris from inlet and outlet structures (including trash tracks)
2. Removal of woody vegetation from the embankment

BMP owners must routinely inspect BMPs to verify that all BMP components are functioning as designed and are not in danger of failing. All BMPs need maintenance to function as water quality and quantity enhancements. Maintenance can range from dredging sediment out of the treatment area to mowing grass.

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

# HADLEY GROVE



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## Proposed BMP's Location Map

**WEIHE**  
ENGINEERS

10505 N. College Avenue  
Indianapolis, Indiana 46280  
weihe.net  
317 | 846 - 6611

SCALE: 1" = 200'  
0 50 100 200

August 7, 2013

**Naturalized Wet Pond A with Native Banks and Shelf  
Section A**



**Native Wetland Plugs (Approx. 0.30 Acre)**

<u>Common Name</u>	<u>Scientific Name</u>	<u>Quantity</u>
Sweetflag	<i>Acorus calamus</i>	100
Swamp Milkweed	<i>Asclepias incarnata</i>	100
Bristly Sedge	<i>Carex comosa</i>	100
Bottlebrush Sedge	<i>Carex lurida</i>	100
Swamp Oval Sedge	<i>Carex muskingumensis</i>	100
Swamp Loosestrife	<i>Decodon verticillatus</i>	100
Spotted Joe-Pye Weed	<i>Eupatorium maculatum</i>	100
Smooth Rose Mallow	<i>Hibiscus laevis</i>	100
Swamp Rose Mallow	<i>Hibiscus moscheutos</i>	100
Blue Flag Iris	<i>Iris versicolor</i>	100
Cardinal Flower	<i>Lobelia cardinalis</i>	100
Monkey Flower	<i>Mimulus ringens</i>	100
White Water Lily	<i>Nymphaea odorata</i>	100
Arrow Arum	<i>Peltandra virginica</i>	100
Pickernel Weed	<i>Pontederia cordata</i>	100
Common Arrowhead	<i>Sagittaria latifolia</i>	100
Wool Grass	<i>Scirpus cyperinus</i>	100
Great Bulrush	<i>Scirpus validus</i>	100

**Trees and Shrubs (0.58 Acre)**

**Canopy Trees:**

<u>Common Name</u>	<u>Scientific Name</u>	<u>Quantity</u>
Ohio Buckeye	<i>Aesculus glabra</i>	6
Shellbark Hickory	<i>Carya laciniosa</i>	6
Sycamore	<i>Platanus occidentalis</i>	6
Swamp White Oak	<i>Quercus bicolor</i>	6
Pin Oak	<i>Quercus palustris</i>	6
Shumard Oak	<i>Quercus shumardii</i>	6
Bald Cypress	<i>Taxodium distichum</i>	6
		<b>42</b>

**Understory Trees/Shrubs:**

Buttonbush	<i>Cephalanthus occidentalis</i>	10
Pale Dogwood	<i>Cornus obliqua</i>	10
Downy Hawthorn	<i>Crataegus mollis</i>	10
Common Ninebark	<i>Physocarpus opulifolius</i>	10
Elderberry	<i>Sambucus canadensis</i>	10
		<b>50</b>

## Basic Prairie Seed Mix (1.00 Acre)

<u>Botanical Name</u>	<u>Common Name</u>	<u>PLS Ounces/Acre</u>
<b>Permanent Grasses:</b>		
<i>Andropogon gerardii</i>	Big Bluestem	13.00
<i>Bouteloua curtipendula</i>	Side Oats Grama	14.00
<i>Carex spp.</i>	Prairie Sedge Mix	2.00
<i>Elymus canadensis</i>	Canada Wild Rye	22.00
<i>Panicum virgatum</i>	Switch Grass	2.50
<i>Schizachyrium scoparium</i>	Little Bluestem	28.00
<i>Sorghastrum nutans</i>	Indian Grass	16.00
	<b>Total</b>	<b>97.50</b>
<b>Temporary Cover:</b>		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
	<b>Total</b>	<b>460.00</b>
<b>Forbs:</b>		
<i>Asclepias tuberosa</i>	Butterfly Weed	1.50
<i>Aster novae-angliae</i>	New England Aster	1.50
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.75
<i>Coreopsis lanceolata</i>	Sand Coreopsis	5.00
<i>Coreopsis tripteris</i>	Tall Coreopsis	1.50
<i>Dalea purpurea</i>	Purple Prairie Clover	2.00
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	1.50
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	8.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	1.00
<i>Heliopsis helianthoides</i>	False Sunflower	0.25
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	1.00
<i>Liatris aspera</i>	Rough Blazing Star	1.00
<i>Lupinus perennis</i>	Wild Lupine	0.25
<i>Monarda fistulosa</i>	Wild Bergamot	1.00
<i>Potentilla arguta</i>	Prairie Cinquefoil	0.75
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50
<i>Ratibida pinnata</i>	Yellow Coneflower	4.50
<i>Rudbeckia hirta</i>	Black-Eyed Susan	6.00
<i>Silphium terebintheceum</i>	Prairie Dock	0.75
<i>Solidago nemoralis</i>	Old-Field Goldenrod	0.50
<i>Vernonia spp.</i>	Ironweed (Various Mix)	2.00
	<b>Total</b>	<b>51.25</b>

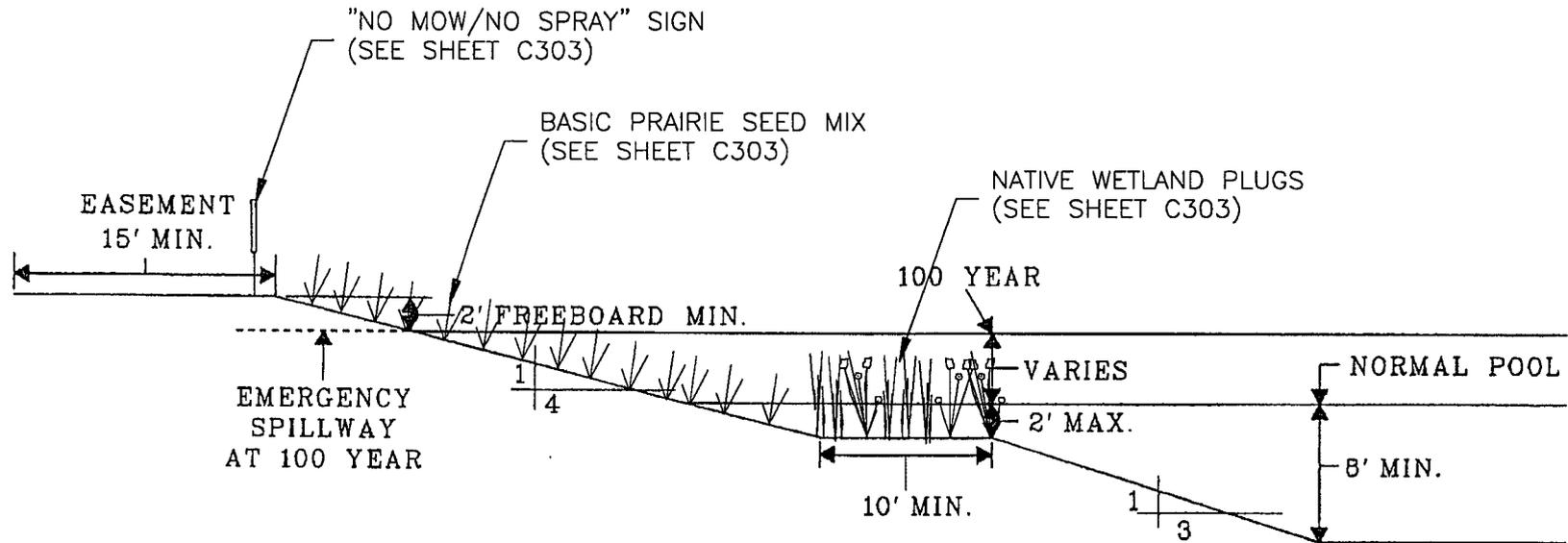
## **NOTES:**

- 1.) Species planted may vary according to availability at the time of construction.
- 2.) Species planted shall include a minimum of five canopy trees and five understory trees/shrubs.
- 3.) Containerized canopy trees shall be planted at a minimum density of 60 per acre.
- 4.) Success criteria for trees will require 90% survival or 54 live specimens per acre.
- 5.) Containerized understory trees or shrubs shall be planted at a minimum density of 60 per acre.
- 6.) Success criteria for understory trees/shrubs will require 90% or 54 live specimens per acre.
- 7.) Planting Time: Native seed planting shall take place between October 1 and June 30. If construction sequencing precludes native seeding within this window, the Contractor shall oversee the planting areas with an Annual Rye Cover Crop in order to provide immediate cover and soil stabilization. The Contractor shall return to the site between October 1 and June 30 to install the native wetland and prairie buffer seed. Trees shall be planted while dormant.
- 8.) Planting Time: Live plugs shall be installed in late April through the month of May.
- 9.) Quantities of native plugs installed will vary according to species availability and unit cost. Native plug installation is a supplemental native enhancement that will not be included in annual monitoring requirements or mitigation site success criteria.

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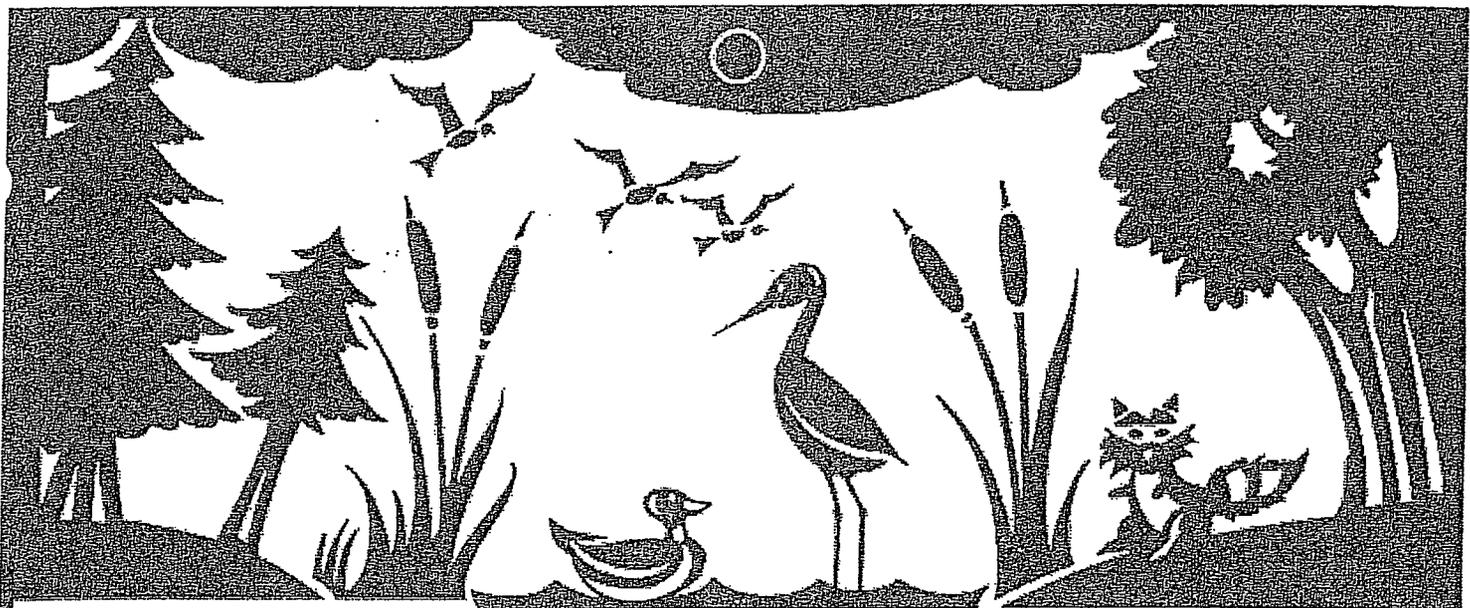
# LAKE CROSS-SECTIONS

## OPTION 2



## POST CONSTRUCTION BMP PLANTINGS

(NO SCALE)



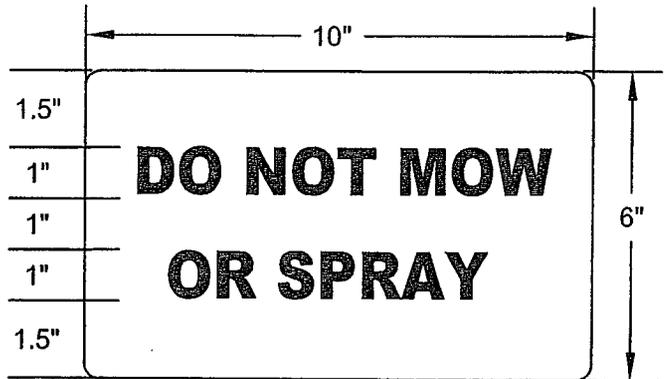
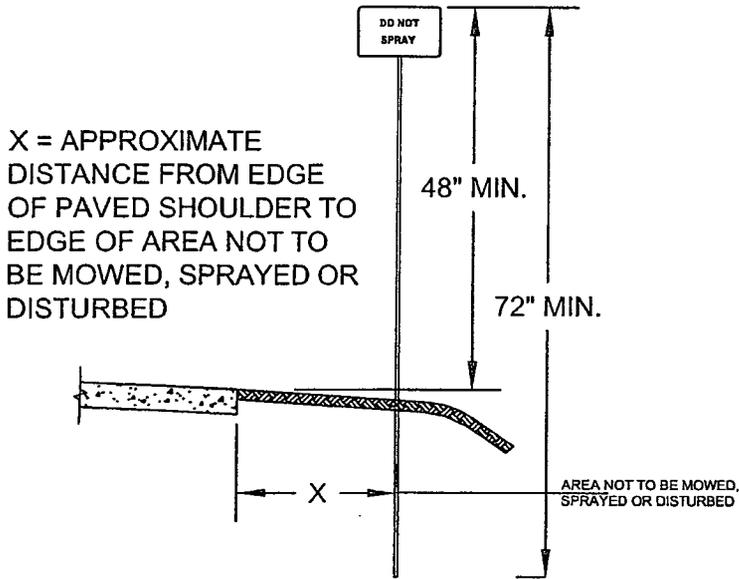
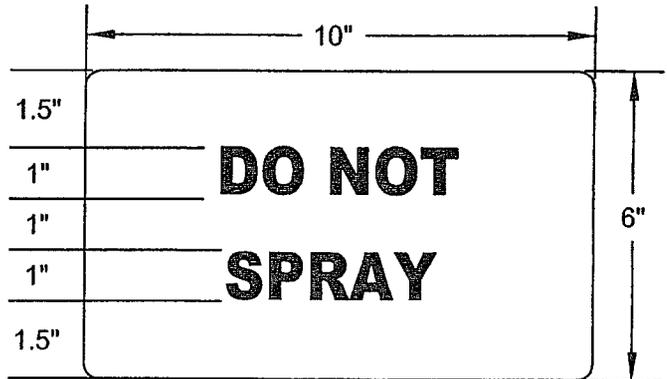
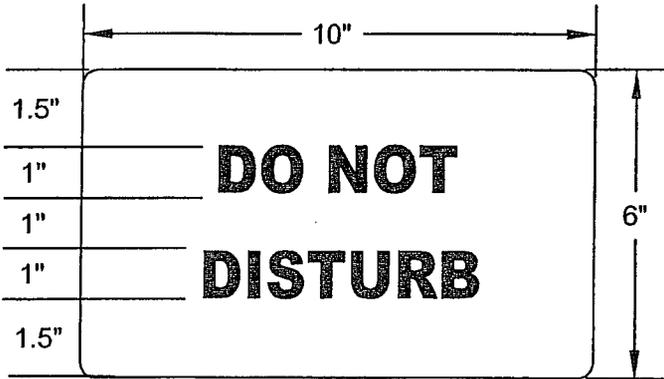
# WETLAND PROTECTION AREA

---

CAUTION!  
THIS AREA IS A FRAGILE  
PLANT AND ANIMAL HABITAT.  
PLEASE HELP US PROTECT THIS  
NATURAL RESOURCE.

---

*Do Not Disturb*  
SPRAY OR MOW



**LANDSCAPE SIGN**

NOT TO SCALE

The BMP owner agrees to the following maintenance and inspection program for the for the **Naturalized Wet Pond A with Native Banks and Shelf:**

**Embankment**

Maintenance Item	Inspection Frequency	Maintenance
1. Vegetation	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Reseed, fertilize and mow as needed</li> <li>• Remove invasive vegetation</li> </ul>
2. Embankment	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Repair erosion</li> <li>• Remove woody vegetation from embankment if the diameter of the woody diameter is less than 6 inches</li> <li>• Contact an engineer if leaks or seeps are noted on the embankment or abutments</li> <li>• Contact an engineer if bulging, sliding or cracking is noted</li> </ul>
3. Animal burrows	Quarterly	<ul style="list-style-type: none"> <li>• Remove animals and fill burrows</li> </ul>
4. Drains	Quarterly	<ul style="list-style-type: none"> <li>• Clear blockages if any</li> </ul>
5. Slope protection	Quarterly	<ul style="list-style-type: none"> <li>• Replace or repair slope protection (rip rap, etc.)</li> </ul>

**Principal and Overflow Spillway**

Maintenance Item	Inspection Frequency	Maintenance
1. Low flow orifice	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>
2. Concrete/Masonry sections	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if cracks, displacement or spalling is evident</li> </ul>
3. Concrete pipe	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if damage is noted in the pipe.</li> </ul>
4. Outfall channels	Quarterly	<ul style="list-style-type: none"> <li>• Replace rip rap in stilling basin and/or outlet channel</li> </ul>
5. Trash racks	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>

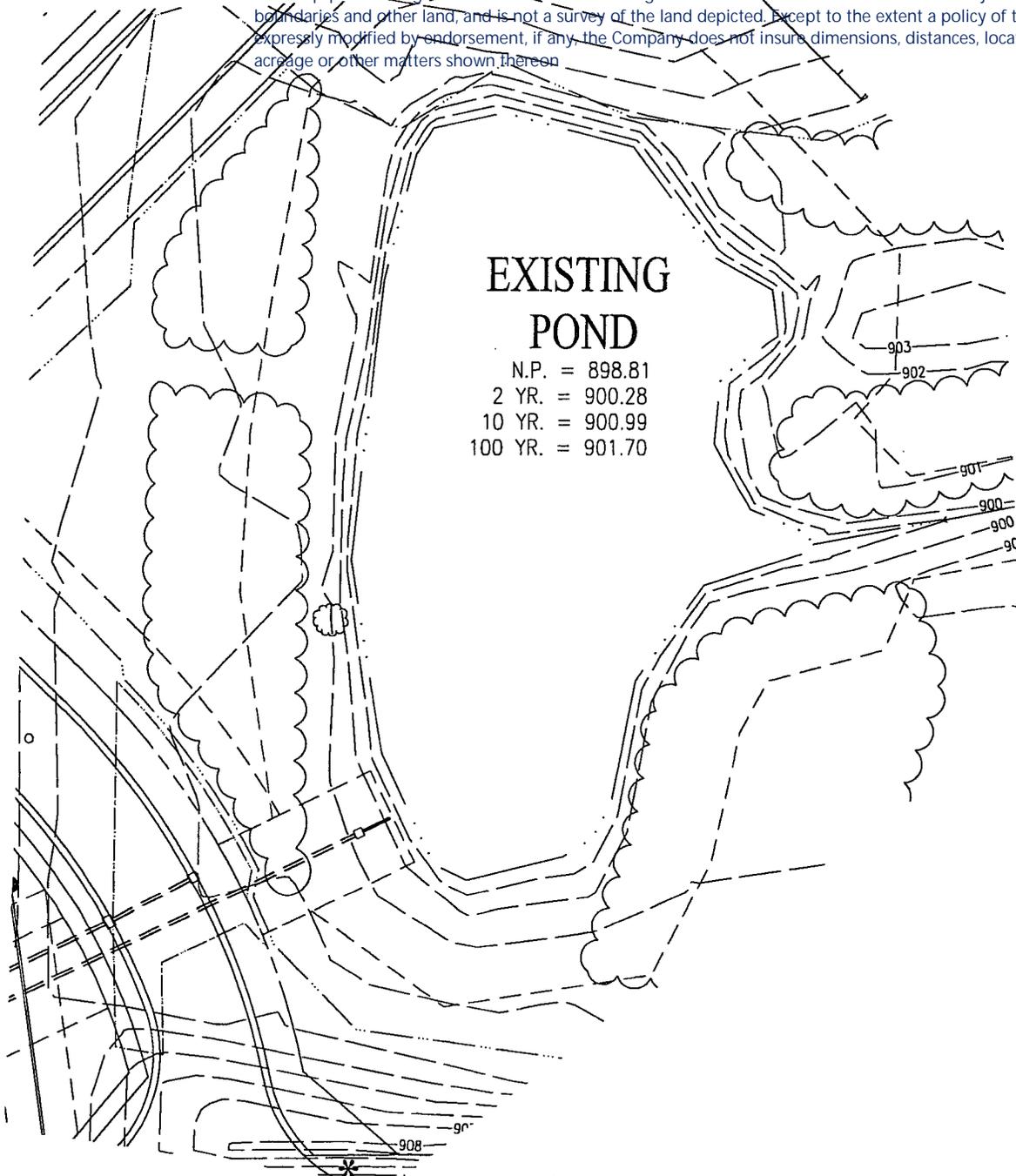
### Treatment Areas

Maintenance Item	Inspection Frequency	Maintenance
1. Permanent pool	Monthly	<ul style="list-style-type: none"><li>• Remove floatable debris</li><li>• Remove excess vegetation</li><li>• Mowed/cut once a year, and all cuttings removed from area and disposed of properly..</li><li>• Remove sediment from pool area when volume has become reduced significantly or the pond becomes eutrophic.</li></ul>
2. Shoreline	Monthly	<ul style="list-style-type: none"><li>• Repair shoreline erosion</li><li>• Remove invasive vegetation</li></ul>
3. Armoring	Monthly	<ul style="list-style-type: none"><li>• Repair erosion</li><li>• Remove invasive vegetation</li></ul>

**Existing Wet Pond Section B**

# HADLEY GROVE

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## EXISTING POND

N.P. = 898.81  
2 YR. = 900.28  
10 YR. = 900.99  
100 YR. = 901.70

## Existing Wet Pond Exhibit B

August 7, 2013

BMP owner agrees to the following maintenance and inspection program for the Existing Wet Pond:

**Embankment**

Maintenance Item	Inspection Frequency	Maintenance
1. Vegetation	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Reseed, fertilize and mow as needed</li> <li>• Remove invasive vegetation</li> </ul>
2. Embankment	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Repair erosion</li> <li>• Remove woody vegetation from embankment if the diameter of the woody diameter is less than 6 inches</li> <li>• Contact an engineer if leaks or seeps are noted on the embankment or abutments</li> <li>• Contact an engineer if bulging, sliding or cracking is noted</li> </ul>
3. Animal burrows	Quarterly	<ul style="list-style-type: none"> <li>• Remove animals and fill burrows</li> </ul>
4. Drains	Quarterly	<ul style="list-style-type: none"> <li>• Clear blockages if any</li> </ul>
5. Slope protection	Quarterly	<ul style="list-style-type: none"> <li>• Replace or repair slope protection (rip rap, etc.)</li> </ul>

**Principal and Overflow Spillway**

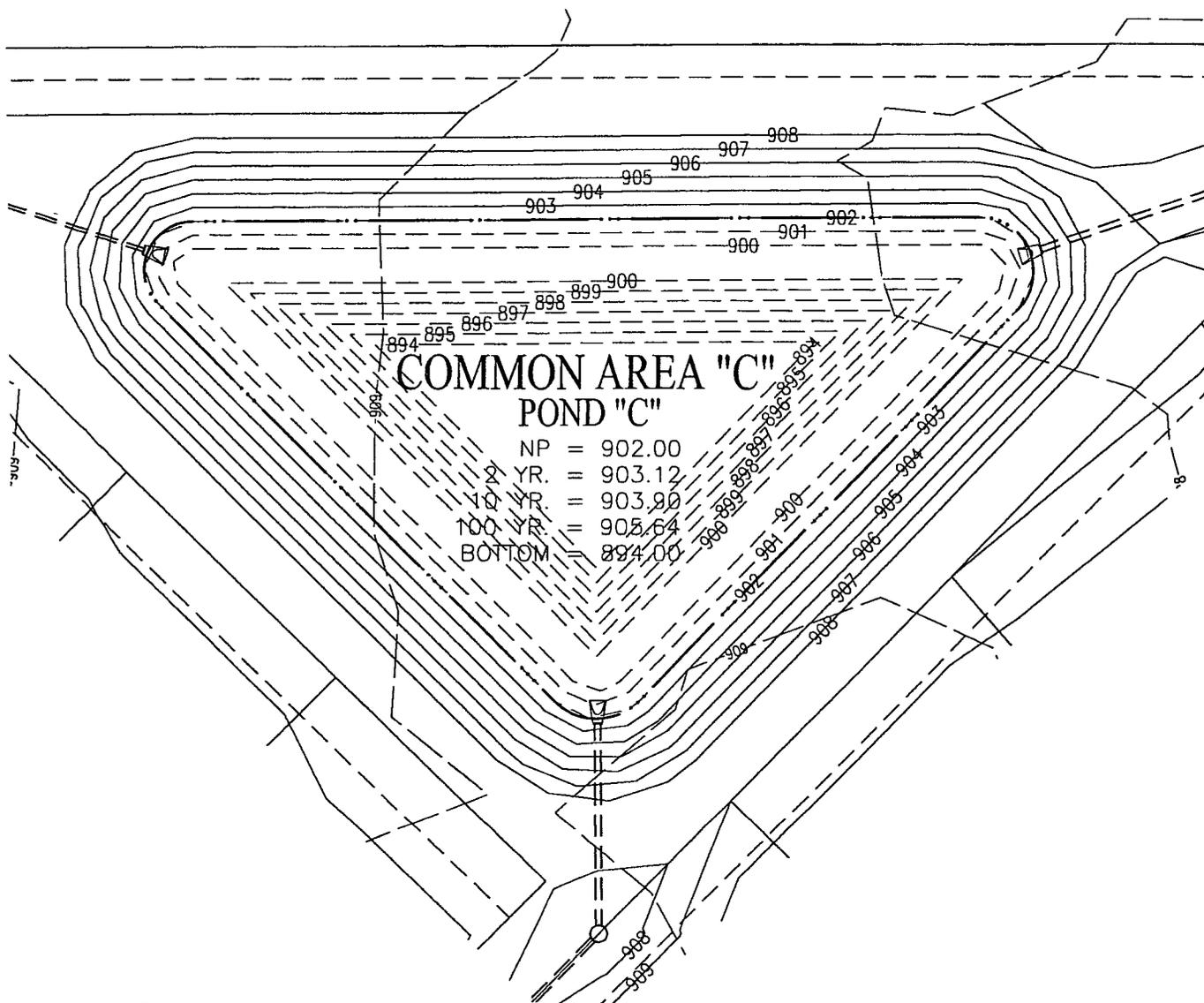
Maintenance Item	Inspection Frequency	Maintenance
1. Low flow orifice	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>
2. Concrete/Masonry sections	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if cracks, displacement or spalling is evident</li> </ul>
3. Concrete pipe	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if damage is noted in the pipe.</li> </ul>
4. Outfall channels	Quarterly	<ul style="list-style-type: none"> <li>• Replace rip rap in stilling basin and/or outlet channel</li> </ul>
5. Trash racks	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>

### Treatment Areas

Maintenance Item	Inspection Frequency	Maintenance
1. Permanent pool	Monthly	<ul style="list-style-type: none"><li>• Remove floatable debris</li><li>• Remove excess vegetation</li><li>• Mowed/cut once a year, and all cuttings removed from area and disposed of properly..</li><li>• Remove sediment from pool area when volume has become reduced significantly or the pond becomes eutrophic.</li></ul>
2. Shoreline	Monthly	<ul style="list-style-type: none"><li>• Repair shoreline erosion</li><li>• Remove invasive vegetation</li></ul>
3. Armoring	Monthly	<ul style="list-style-type: none"><li>• Repair erosion</li><li>• Remove invasive vegetation</li></ul>

**Wet Pond C      Section C**

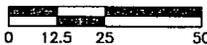
# HADLEY GROVE



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SCALE: 1" = 50



## Wet Pond "C" Exhibit C

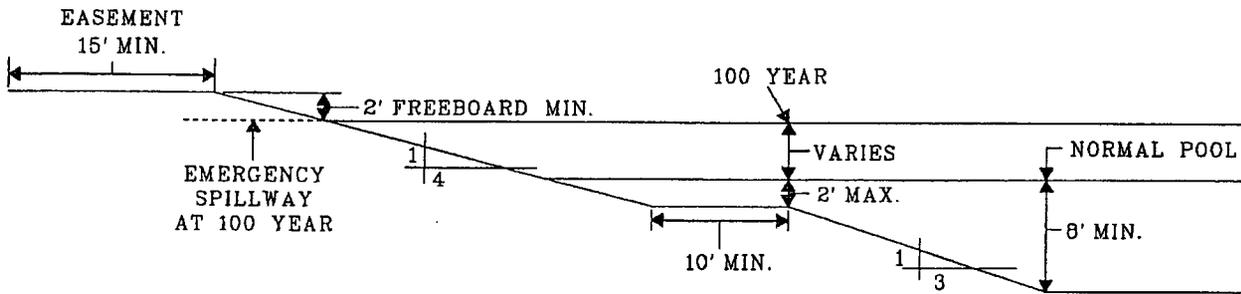
August 7, 2013

**WEIHE**  
ENGINEERS

10505 N. College Avenue  
Indianapolis, Indiana 46280  
weihe.net  
3171846-6611

OFFICE OF THE HAMILTON COUNTY SURVEYOR

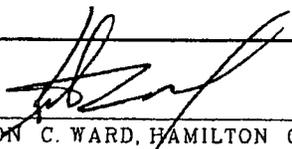
LAKE CROSS-SECTIONS  
OPTION 2



USE OUTLET OPTION 2

(DRAWING NOT TO SCALE)

HAMILTON COUNTY SURVEYOR'S OFFICE

APPROVED:   
KENTON C. WARD, HAMILTON COUNTY SURVEYOR

REVISED: 1 JAN 2000

4 JAN 00  
DATE

STANDARD PLAN  
D-7

The BMP owner agrees to the following maintenance and inspection program for the **Wet Pond C:**

**Embankment**

Maintenance Item	Inspection Frequency	Maintenance
1. Vegetation	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Reseed, fertilize and mow as needed</li> <li>• Remove invasive vegetation</li> </ul>
2. Embankment	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Repair erosion</li> <li>• Remove woody vegetation from embankment if the diameter of the woody diameter is less than 6 inches</li> <li>• Contact an engineer if leaks or seeps are noted on the embankment or abutments</li> <li>• Contact an engineer if bulging, sliding or cracking is noted</li> </ul>
3. Animal burrows	Quarterly	<ul style="list-style-type: none"> <li>• Remove animals and fill burrows</li> </ul>
4. Drains	Quarterly	<ul style="list-style-type: none"> <li>• Clear blockages if any</li> </ul>
5. Slope protection	Quarterly	<ul style="list-style-type: none"> <li>• Replace or repair slope protection (rip rap, etc.)</li> </ul>

**Principal and Overflow Spillway**

Maintenance Item	Inspection Frequency	Maintenance
1. Low flow orifice	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>
2. Concrete/Masonry sections	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if cracks, displacement or spalling is evident</li> </ul>
3. Concrete pipe	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if damage is noted in the pipe.</li> </ul>
4. Outfall channels	Quarterly	<ul style="list-style-type: none"> <li>• Replace rip rap in stilling basin and/or outlet channel</li> </ul>
5. Trash racks	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and</li> </ul>

after large rain event

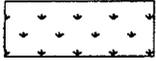
**Treatment Areas**

Maintenance Item	Inspection Frequency	Maintenance
1. Permanent pool	Monthly	<ul style="list-style-type: none"><li>• Remove floatable debris</li><li>• Remove excess vegetation</li><li>• Mowed/cut once a year, and all cuttings removed from area and disposed of properly..</li><li>• Remove sediment from pool area when volume has become reduced significantly or the pond becomes eutrophic.</li></ul>
2. Shoreline	Monthly	<ul style="list-style-type: none"><li>• Repair shoreline erosion</li><li>• Remove invasive vegetation</li></ul>
3. Armoring	Monthly	<ul style="list-style-type: none"><li>• Repair erosion</li><li>• Remove invasive vegetation</li></ul>

**Constructed Wetlands M1, M2 and M3  
Section D**

# HADLEY GROVE

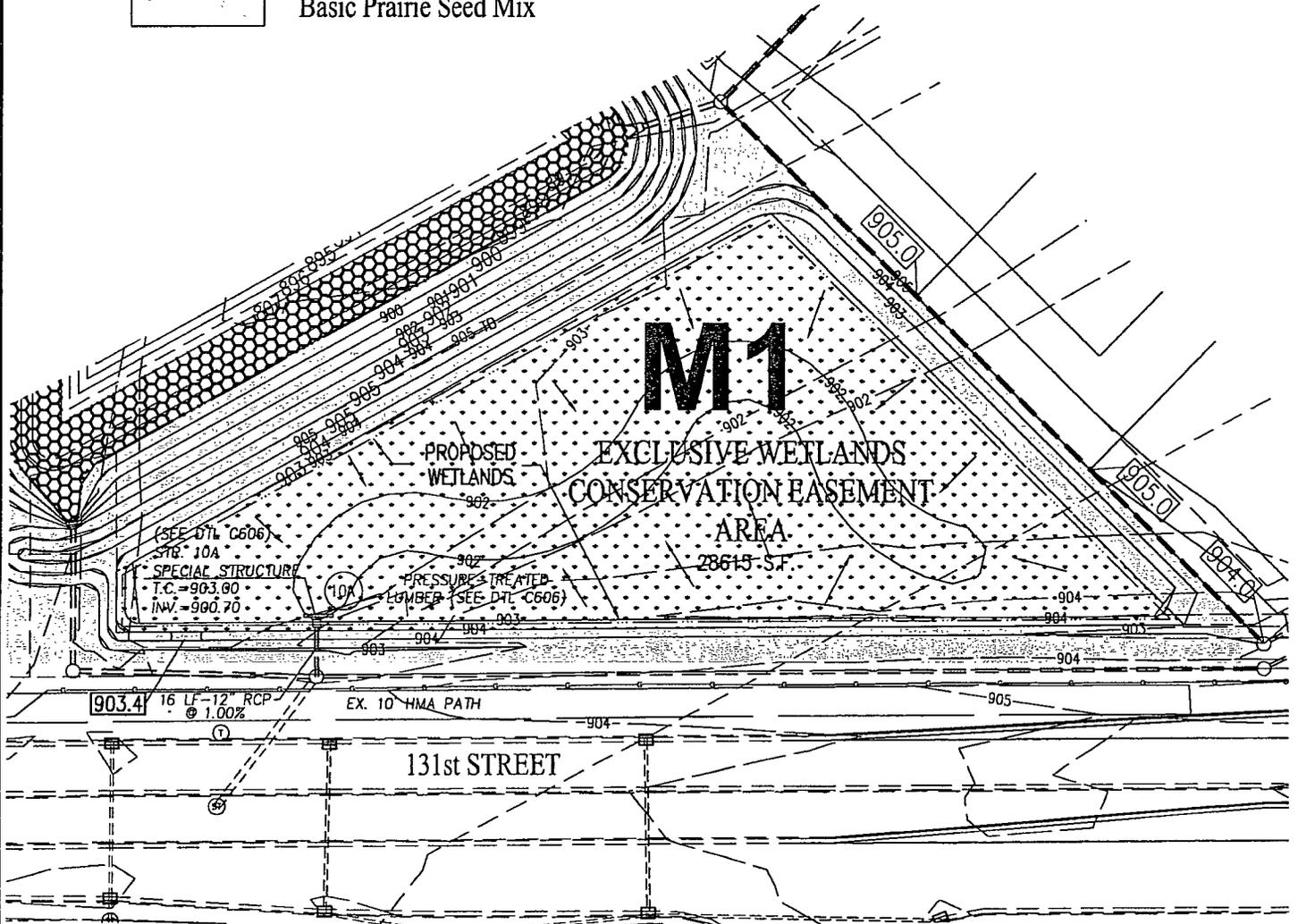
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon



Sedge Meadow Seed Mix

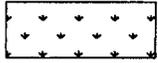


Basic Prairie Seed Mix



Constructed  
Wetland - M1  
Exhibit D  
August 7, 2013

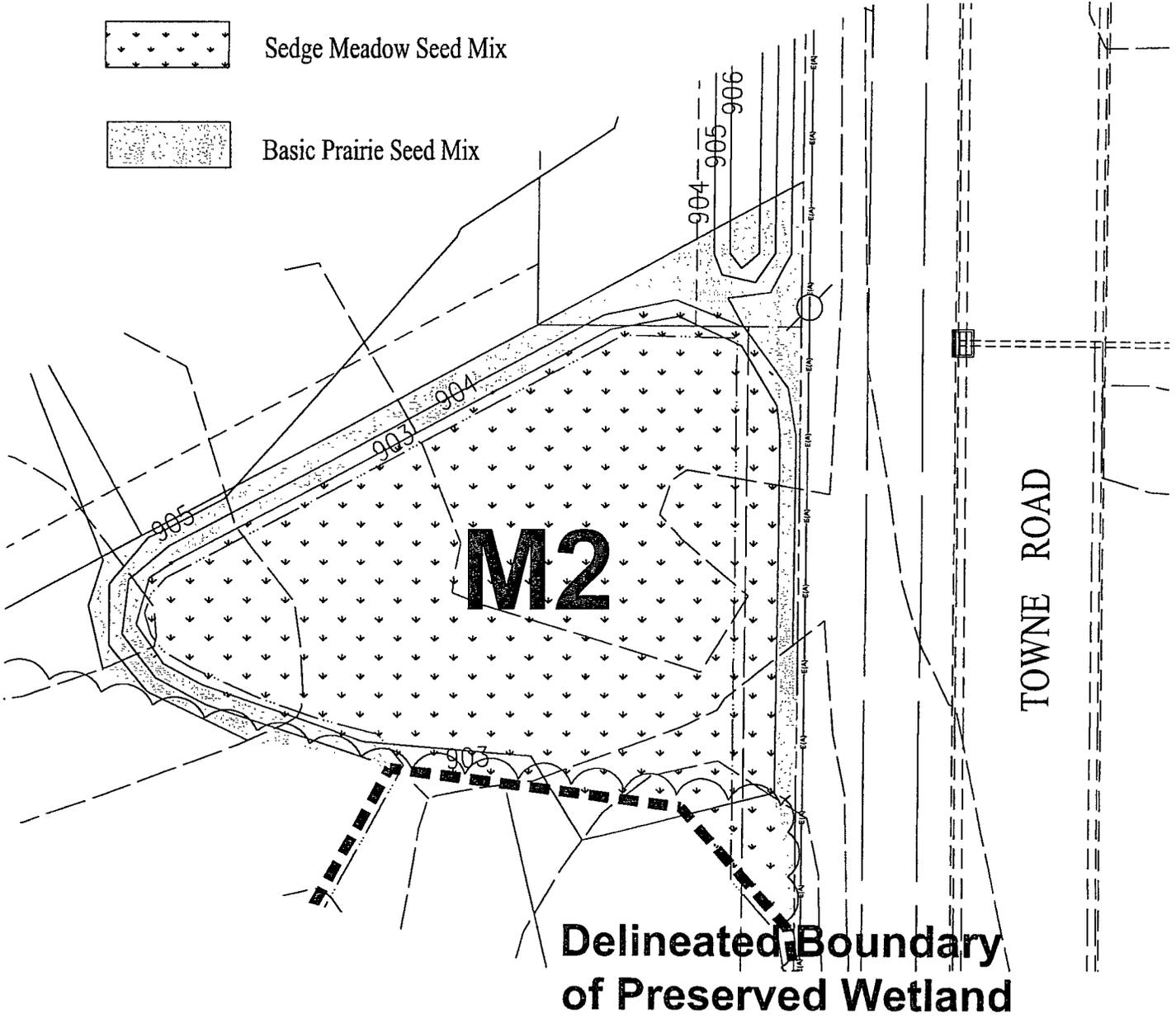
# HADLEY GROVE



Sedge Meadow Seed Mix



Basic Prairie Seed Mix



**Delineated Boundary  
of Preserved Wetland**

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**Constructed  
Wetland - M2  
Exhibit D**  
August 7, 2013

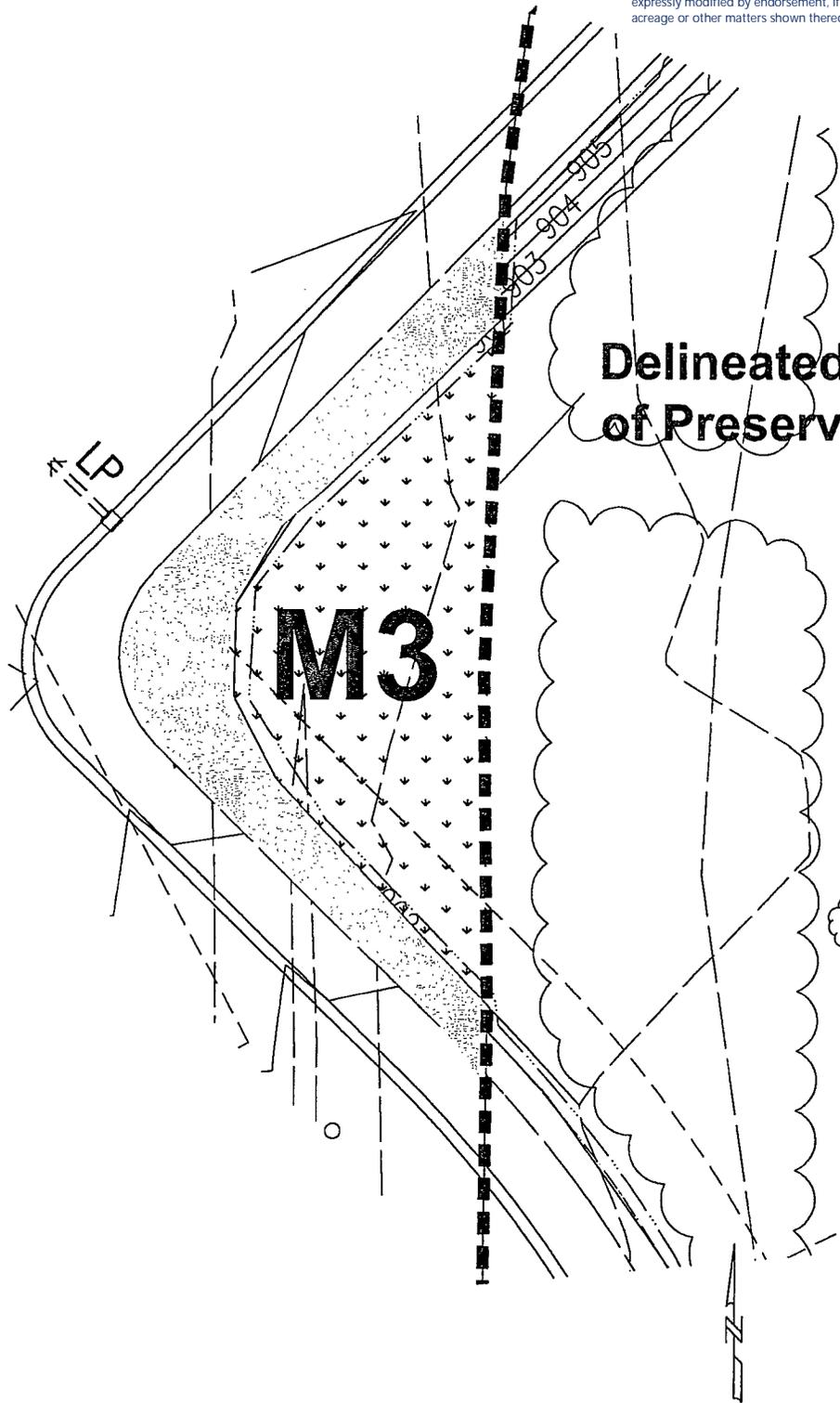
**WEIHE**  
ENGINEERS

10505 N. College Avenue  
Indianapolis, Indiana 46280  
weihe.net  
317 | 846 - 6611

SCALE: 1" = 30'  
0 7.5 15 30

# HADLEY GROVE

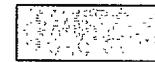
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**Delineated Boundary  
of Preserved Wetland**



Sedge Meadow Seed Mix



Basic Prairie Seed Mix

**Constructed  
Wetland - M3  
Exhibit D**

August 7, 2013

**Sedge Meadow Seed Mix (0.58 Acre)**

<u>Botanical Name</u>	<u>Common Name</u>	<u>PLS Ounces/Acre</u>
<b>Permanent Grasses/Sedges:</b>		
<i>Calamagrostis canadensis</i>	Bluejoint Grass	1.00
<i>Carex comosa</i>	Bristly Sedge	2.00
<i>Carex cristatella</i>	Crested Oval Sedge	2.00
<i>Carex frankii</i>	Bristly Cattail Sedge	1.50
<i>Carex lupulina</i>	Common Hop Sedge	2.50
<i>Carex lurida</i>	Bottlebrush Sedge	4.00
<i>Carex stipata</i>	Common Fox Sedge	1.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	4.00
<i>Elymus virginicus</i>	Virginia Wild Rye	30.00
<i>Glyceria striata</i>	Fowl Manna Grass	0.50
<i>Juncus effusus</i>	Common Rush	0.25
<i>Leersia oryzoides</i>	Rice Cut Grass	1.25
<i>Panicum virgatum</i>	Switch Grass	1.50
<i>Scirpus atrovirens</i>	Dark Green Rush	0.75
<i>Scirpus pendulus</i>	Red Bulrush	0.25
<i>Scirpus validus</i>	Great Bulrush	1.00
<i>Spartina pectinata</i>	Prairie Cord Grass	2.00
	<b>Total</b>	<b>55.50</b>
<b>Temporary Cover:</b>		
<i>Avena sativa</i>	Common Oat	540.00

		<u>PLS Ounces/Acre</u>
<b>Forbs:</b>		
<i>Alisma spp.</i>	Water Plantain (Various Mix)	2.00
<i>Angelica atropurpurea</i>	Great Angelica	4.00
<i>Asclepias incarnata</i>	Swamp Milkweed	1.00
<i>Aster novae-angliae</i>	New England Aster	0.50
<i>Aster puniceus</i>	Bristly Aster	1.00
<i>Aster umbellatus</i>	Flat-top Aster	0.25
<i>Bidens cernua</i>	Nodding Swamp Marigold	2.00
<i>Coreopsis tripteris</i>	Tall Coreopsis	2.00
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	1.00
<i>Eupatorium perfoliatum</i>	Common Boneset	0.50
<i>Helenium autumnale</i>	Sneezeweed	2.00
<i>Hibiscus laevis</i>	Smooth Rose Mallow	2.00
<i>Iris virginica shrevei</i>	Blue Flag	3.00
<i>Liatris spicata</i>	Marsh Blazing Star	2.00
<i>Lobelia cardinalis</i>	Cardinal Flower	0.25
<i>Lobelia siphilitica</i>	Great Blue Lobelia	2.00
<i>Lycopus americanus</i>	Common Water Horehound	0.25
<i>Penthorum sedoides</i>	Ditch Stonecrop	0.50
<i>Physostegia virginiana</i>	Obedient Plant	0.25
<i>Polygonum spp.</i>	Pinkweed (Various Mix)	0.50
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50
<i>Sagittaria latifolia</i>	Common Arrowhead	1.00
<i>Senna hebecarpa</i>	Wild Senna	0.75
<i>Silphium perfoliatum</i>	Cup Plant	3.00
<i>Sparganium eurycarpum</i>	Common Bur Reed	4.00
<i>Spiraea alba</i>	Meadowsweet	0.25
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	1.50
<i>Verbena hastata</i>	Blue Vervain	2.00
<i>Vernonia spp.</i>	Ironweed (Various Mix)	1.00
<i>Zizia aurea</i>	Golden Alexanders	1.00
	<b>Total</b>	<b>42.00</b>

## Basic Prairie Seed Mix (1.00 Acre)

<u>Botanical Name</u>	<u>Common Name</u>	<u>PLS Ounces/Acre</u>
<b>Permanent Grasses:</b>		
<i>Andropogon gerardii</i>	Big Bluestem	13.00
<i>Bouteloua curtipendula</i>	Side Oats Grama	14.00
<i>Carex spp.</i>	Prairie Sedge Mix	2.00
<i>Elymus canadensis</i>	Canada Wild Rye	22.00
<i>Panicum virgatum</i>	Switch Grass	2.50
<i>Schizachyrium scoparium</i>	Little Bluestem	28.00
<i>Sorghastrum nutans</i>	Indian Grass	16.00
	<b>Total</b>	<b>97.50</b>
<b>Temporary Cover:</b>		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
	<b>Total</b>	<b>460.00</b>
<b>Forbs:</b>		
<i>Asclepias tuberosa</i>	Butterfly Weed	1.50
<i>Aster novae-angliae</i>	New England Aster	1.50
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.75
<i>Coreopsis lanceolata</i>	Sand Coreopsis	5.00
<i>Coreopsis tripteris</i>	Tall Coreopsis	1.50
<i>Dalea purpurea</i>	Purple Prairie Clover	2.00
<i>Desmanthus illinoensis</i>	Illinois Sensitive Plant	1.50
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	8.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	1.00
<i>Heliopsis helianthoides</i>	False Sunflower	0.25
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	1.00
<i>Liatris aspera</i>	Rough Blazing Star	1.00
<i>Lupinus perennis</i>	Wild Lupine	0.25
<i>Monarda fistulosa</i>	Wild Bergamot	1.00
<i>Potentilla arguta</i>	Prairie Cinquefoil	0.75
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50
<i>Ratibida pinnata</i>	Yellow Coneflower	4.50
<i>Rudbeckia hirta</i>	Black-Eyed Susan	6.00
<i>Silphium terebintheceum</i>	Prairie Dock	0.75
<i>Solidago nemoralis</i>	Old-Field Goldenrod	0.50
<i>Vernonia spp.</i>	Ironweed (Various Mix)	2.00
	<b>Total</b>	<b>51.25</b>

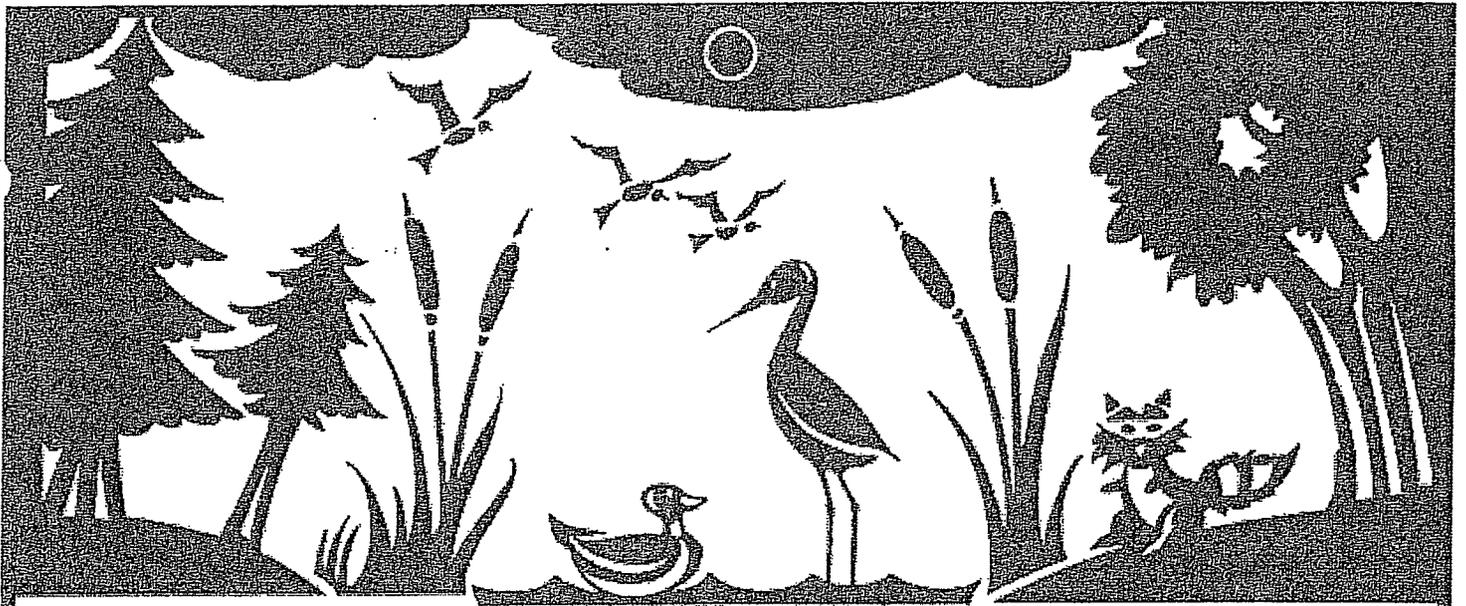
# **NOTES:**

- 1.) Species planted may vary according to availability at the time of construction.
- 2.) Species planted shall include a minimum of five canopy trees and five understory trees/shrubs.
- 3.) Containerized canopy trees shall be planted at a minimum density of 60 per acre.
- 4.) Success criteria for trees will require 90% survival or 54 live specimens per acre.
- 5.) Containerized understory trees or shrubs shall be planted at a minimum density of 60 per acre.
- 6.) Success criteria for understory trees/shrubs will require 90% or 54 live specimens per acre.
- 7.) Planting Time: Native seed planting shall take place between October 1 and June 30. If construction sequencing precludes native seeding within this window, the Contractor shall overseed the planting areas with an Annual Rye Cover Crop in order to provide immediate cover and soil stabilization. The Contractor shall return to the site between October 1 and June 30 to install the native wetland and prairie buffer seed. Trees shall be planted while dormant.
- 8.) Planting Time: Live plugs shall be installed in late April through the month of May.
- 9.) Quantities of native plugs installed will vary according to species availability and unit cost. Native plug installation is a supplemental native enhancement that will not be included in annual monitoring requirements or mitigation site success criteria.

# RECOMMENDED SEEDING AND PLANTING TIMES

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Temporary Seeding</b>									■	■		
Wheat or Rye												
Oats			■	■	■							
Annual Rye				■	■			■				
<b>Permanent Seeding</b>												
Non-irrigated			■	■	■			■	■			
Irrigated			■	■	■	■	■	■	■			
Dormant Seeding	■											■
<b>Tree and Shrub Planting</b>			■	■	■	■						■

- \* Install straw mulch with all temporary and permanent seeding
- \*\* Increase seeding application by 50% for dormant permanent seeding
- \*\*\* To control erosion at all other times outside of shaded areas, install straw mulch
- \*\*\*\* Temporary seed shall be installed on soil exposed greater than 14 days
- Irrigation recommended during this period



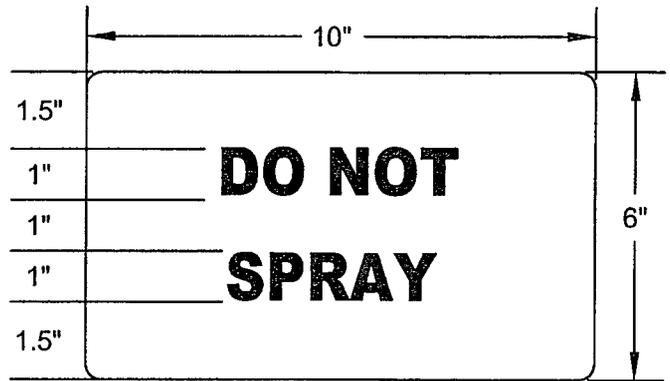
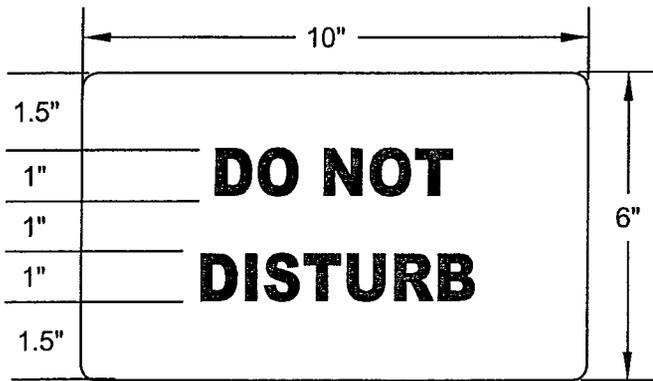
# WETLAND PROTECTION AREA

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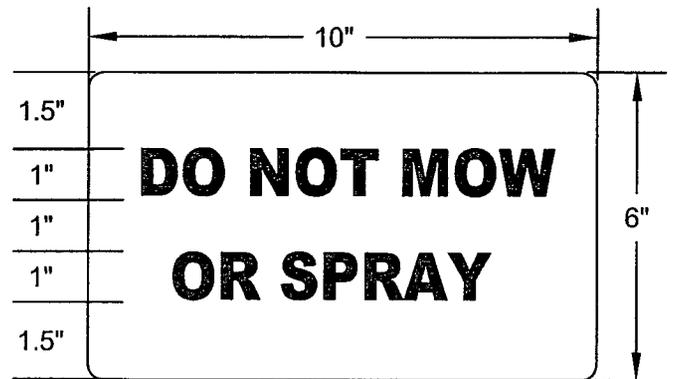
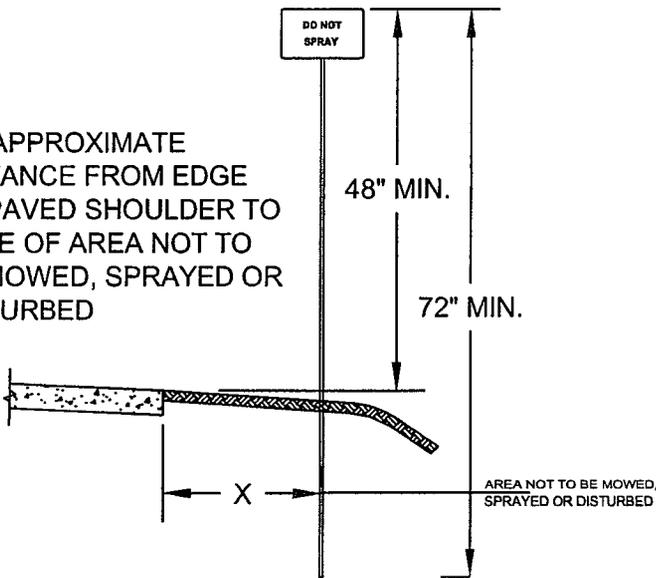
CAUTION!  
THIS AREA IS A FRAGILE  
PLANT AND ANIMAL HABITAT.  
PLEASE HELP US PROTECT THIS  
NATURAL RESOURCE.

---

*Do Not Disturb*  
SPRAY OR MOW



X = APPROXIMATE  
DISTANCE FROM EDGE  
OF PAVED SHOULDER TO  
EDGE OF AREA NOT TO  
BE MOWED, SPRAYED OR  
DISTURBED



**LANDSCAPE SIGN**

NOT TO SCALE

The BMP owner agrees to the following maintenance and inspection program for the **Constructed Wetlands M1, M2 And M3:**

**Embankment**

Maintenance Item	Inspection Frequency	Maintenance
1. Vegetation	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Reseed, fertilize and mow as needed</li> <li>• Remove invasive vegetation</li> </ul>
2. Embankment	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Repair erosion</li> <li>• Remove woody vegetation from embankment if the diameter of the woody diameter is less than 6 inches</li> <li>• Contact an engineer if leaks or seeps are noted on the embankment or abutments</li> <li>• Contact an engineer if bulging, sliding or cracking is noted</li> </ul>
3. Animal burrows	Quarterly	<ul style="list-style-type: none"> <li>• Remove animals and fill burrows</li> </ul>
4. Drains	Quarterly	<ul style="list-style-type: none"> <li>• Clear blockages if any</li> </ul>
5. Slope protection	Quarterly	<ul style="list-style-type: none"> <li>• Replace or repair slope protection (rip rap, etc.)</li> </ul>

**Principal and Overflow Spillway**

Maintenance Item	Inspection Frequency	Maintenance
1. Low flow orifice	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>
2. Concrete/Masonry sections	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if cracks, displacement or spalling is evident</li> </ul>
3. Concrete pipe	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if damage is noted in the pipe.</li> </ul>
4. Outfall channels	Quarterly	<ul style="list-style-type: none"> <li>• Replace rip rap in stilling basin and/or outlet channel</li> </ul>
5. Trash racks	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>

**Treatment Areas**

Maintenance Item	Inspection Frequency	Maintenance
1. Permanent pool	Monthly	<ul style="list-style-type: none"><li>• Remove floatable debris</li><li>• Remove excess vegetation</li><li>• Mowed/cut once a year, and all cuttings removed from area and disposed of properly..</li><li>• Remove sediment from pool area when volume has become reduced significantly or the pond becomes eutrophic.</li></ul>
2. Shoreline	Monthly	<ul style="list-style-type: none"><li>• Repair shoreline erosion</li><li>• Remove invasive vegetation</li></ul>
3. Armoring	Monthly	<ul style="list-style-type: none"><li>• Repair erosion</li><li>• Remove invasive vegetation</li></ul>

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## **Constructed Wetlands Maintenance Plan Areas M1, M2 and M3**

### ***Short-term: Year 1***

1. The wetlands (wet detention, etc.) should be monitored weekly for the first three months, and additional watering may be required to ensure the wetland plantings receive at least 1 inch of rainfall or watering. No additional watering is necessary if the soil is wet at the surface.
2. Monitor wetlands (wet detention, etc.) for growth of species not in the planting plan (invasive species). Eliminate invasive plants at the soonest possible time. Hand weeding and pruning is the preferred method for removing invasive plants. Spot applications of appropriate herbicides may also be utilized. Determination of herbicide use and application should only be completed by certified professional applicators. All manufacturers' recommendations must be followed.
3. Assure that wetlands (wet detention, etc.) or pond hydrology is maintained. If it is not possible to maintain the hydrology of the planned wetlands (wet detention, etc.), watering the plants may be necessary, or the re-establishment of plants may be necessary when the hydrology is restored.
4. Mowing no shorter than 8" should be completed prior to the maturation of weed seed, typically once a year, in early spring or late fall. Do not mow in wet or muddy locations.
5. Remove sediment that has filled the sediment forebay or is inhibiting plant growth. Some plant and/or mulch maintenance will likely be necessary with sediment removal.
6. Inspect and maintain inlet and outlet structures to assure function. Remove any obstructions.
7. Complete the first annual inspection of wetlands (wet detention, etc.) condition during the fall to assess vegetation establishment. Replace dead plants if necessary.

### ***Mid- and Long-Term: Year 2 and Beyond***

During the second and succeeding years, more of the planned plant species will be more noticeable and vigorous in their growth. Monitoring of the wetlands (wet detention, etc.) during this period should be twice per year at a minimum.

8. If dead vegetation accumulates and causes ponding in new areas, removal of the dead material and any sediment may be necessary. During this time, planting new vegetation may be necessary.
9. Monitor wetlands (wet detention, etc.) for growth of invasive species. Eliminate invasive plants at the soonest possible time.

## Wetland Operation, Maintenance, and Management Inspection Checklist

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Inspector: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Maintenance Item	Satisfactory/ Unsatisfactory	Comments
<b>1. Embankment and Emergency Spillway</b>		
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.		
<b>2. Riser and Principal Spillway</b>		
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.		



**Maintenance Plan  
Wetlands, Wetland Detention, etc.**

***Short-term: Year 1***

1. The wetlands (wet detention, etc.) should be monitored weekly for the first three months, and additional watering may be required to ensure the wetland plantings receive at least 1 inch of rainfall or watering. No additional watering is necessary if the soil is wet at the surface.
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## BMP PC – 102 CONSTRUCTED WETLANDS

### DESCRIPTION

Wetlands provide physical, chemical, and biological water quality treatment of stormwater runoff. Physical treatment occurs as a result of decreasing flow velocities in the wetland, and is present in the form of evaporation, sedimentation, adsorption, and/or filtration. Chemical processes include chelation, precipitation, and chemical adsorption. Biological processes include decomposition, plant uptake and removal of nutrients, plus biological transformation and degradation. Hydrology is one of the most influential factors in pollutant removal due to its effects on sedimentation, aeration, biological transformation, and adsorption onto bottom sediments (Dormann, et al., 1988). The large surface area of the bottom of the wetland encourages higher levels of adsorption, absorption, filtration, microbial transformation, and biological utilization than might normally occur in more channelized water courses.

A natural wetland is defined by examination of the soils, hydrology, and vegetation which are dominant in the area. Wetlands are characterized by the substrate being predominantly undrained hydric soil. A wetland may also be characterized by a substrate which is non-soil and is saturated with water or covered by shallow water at some time during the growing season of each year. Wetlands also usually support hydrophytes, or plants which are adapted to aquatic and semi aquatic environments. Natural and artificial wetlands are used to treat stormwater runoff. Figure PC-102A illustrates an artificial wetland used for treating stormwater runoff.

The success of a wetland will be much more likely if some general guidelines are followed. The wetland should be designed such that a minimum amount of maintenance is required. This will be affected by the plants, animals, microbes, and hydrology. The natural surroundings, including such things as the potential energy of a stream or a flooding river, should be utilized as much as possible. It is necessary to recognize that a fully functional wetland cannot be established spontaneously. Time is required for vegetation to establish and for nutrient retention and wildlife enhancement to function efficiently. Also, the wetland should approximate a natural situation as much as possible and unnatural attributes, such as a rectangular shape or a rigid channel, should be avoided (Mitsch and Gosselink, 1993).

1. *Natural Wetland Systems.* Existing wetlands perform storm water treatment in the same fashion as constructed wetlands. However, current policy of the Indiana Department of Environmental Management prohibits the use of existing wetlands as a pollution control measure. Therefore, the use of existing wetlands as a proposed BMP cannot be accepted under any circumstance by the City of Carmel without the prior written acceptance by IDEM for such proposed pollution control use.
2. *Constructed (Artificial) Wetlands.* Site considerations should include the water table depth, soil/substrate, and space requirements. Because the wetland must have a source of flow, it is desirable that the water table is at or near the surface. This is not always possible. If runoff is the only source of inflow for the wetland, the water level often fluctuates and establishment of vegetation may be difficult. The soil or substrate of an

artificial wetland should be loose loam to clay. A perennial base flow must be present to sustain the artificial wetland. The presence of organic material is often helpful in increasing pollutant removal and retention.

Wetland vegetation can be categorized as emergent, floating, or submerged. Emergent vegetation is rooted in the sediments, but grows through the water and above the water surface. Floating vegetation is not rooted in the sediments, and has aquatic roots with plant parts partly submerged or fully exposed on the water or surface. Submerged vegetation includes aquatic plants such as algae or plants rooted in the sediments, with all plant parts growing within the water column. Pollutant removal rates generally improve with an increase in the diversity of the vegetation.

The depth of inundation will contribute to the pollutant removal efficiency. Generally, shallow water depths allow for higher pollutant removal efficiencies due to an increased amount of adsorption onto bottom sediments (Dormann, et al., 1988). Flow patterns in the wetland will affect the removal efficiency also. Meandering channels, slow-moving water and a large surface area will increase pollutant removal through increased sedimentation. Shallow, sheet flow also increases the pollutant removal capabilities, through assimilative processes. A deep pool sometimes improves the denitrification potential. A mixed flow pattern will increase overall pollutant removal efficiency (Dormann, et al., 1988).

Using a site where nearby wetlands still exist is recommended if possible. A hydrologic study should be done to determine if flooding occurs and saturated soils are present. A site where natural inundation is frequent is a good potential site (Mitsch and Gosselink, 1993). Loamy soils are required to permit plants to take root (Urbonas, 1992)

## **ADVANTAGES**

1. Constructed wetlands offer natural aesthetic qualities, wildlife habitat, erosion control, and pollutant removal.
2. Constructed wetlands can offer good treatment following treatment by other BMPs, such as wet ponds, that rely upon settling of larger sediment particles (Urbonas, 1992). They are useful for large basins when used in conjunction with other BMPs.
3. Wetlands which are permanently flooded are less sensitive to polluted water inflows because the ecosystem does not depend upon the polluted water inflow.
4. Can provide uptake of soluble pollutants such as phosphorous, through plant uptake.
5. Can be used as a regional facility.

## **LIMITATIONS**

1. Although the use of natural wetlands may appear to be more cost effective than the use of constructed wetlands; environmental, permitting and legal issues prohibit the use of natural wetlands for this purpose.
2. Wetlands require a continuous base flow.
3. If not properly maintained, wetlands can accumulate salts and scum which can be flushed out by large storm flows.
4. Regular maintenance, including plant harvesting, is required to provide nutrient removal.
5. Frequent sediment removal is required to maintain the proper functioning of the wetland.

6. A greater amount of space is required for a wetland system than is required for an extended/dry detention basin treating the same amount of area.
7. Although constructed wetlands are designed to act as nutrient sinks, on occasion, the wetland may periodically become a nutrient source.
8. Wetlands which are not permanently flooded are more likely to be affected by drastic changes in inflow of polluted water.
9. Cannot be used on steep unstable slopes or densely populated areas.
10. Harvested wetlands may require special disposal methods, due to heavy metal uptake.
11. Threat of mosquitoes.
12. Hydraulic capacity may be reduced with plant overgrowth.

## DESIGN CRITERIA

The wetland may be designed as either a stand-alone BMP, or as part of a larger non-point source treatment facility in conjunction with other devices, such as a wet pond, sediment forebay, or infiltration basin. Basic design elements and considerations are listed below.

1. *Volume.* The wetland pond should provide a minimum permanent storage equal to three-fourths of the water quality volume. The full water quality capture volume should be provided above the permanent pool. Calculate the water quality volume to be mitigated by the wetland using the method of Section 701-05.
2. *Depth.* A constant shallow depth should be maintained in the wetland, at approximately 1 ft or less (Schueler, 1987; Boutiette and Duerring, 1994), with 0.5 ft being more desirable (Schueler, 1987). If the wetland is designed as a very shallow detention pond, the pond should provide the full water quality capture volume above the permanent pool level. The permanent wetland depth should be 6 to 12 inches deep. The depth of the water quality volume above the permanent pool should not exceed 2 ft (Urbonas, 1992). Regrading may be necessary to allow for this shallow depth over a large area.

It may also be beneficial to create a wetland with a varying depth. A varying depth within the wetland will enable more diverse vegetation to flourish. Deep water offers a habitat for fish, creates a low velocity area where flow can be redistributed, and can enhance nitrification as a prelude to later denitrification if nitrogen removal is desired. Open-water areas may vary in depth between 2 and 4 ft (Urbonas, 1992).

3. *Surface Area.* Increasing the surface area of the pond increases the nutrient removal capability (Boutiette and Duerring, 1994). A general guideline for surface area is using a marsh area of two to three percent of the contributing drainage area. The minimum surface area of the pond can also be calculated by determining the nutrient loading to the wetland. The nutrient loading to a wetland used for stormwater treatment should not be more than 45 lbs/ac of phosphorus or 225 lbs/ac of nitrogen per year. The pond could be sized to meet this minimum size requirement if the annual nutrient load at the site is known (Schueler, 1987). If unknown, the nutrient loads can be estimated using the methodology of Chapter 8.
4. *Longitudinal Slope.* Both wetland ponds and channels require a near-zero longitudinal slope (Urbonas, 1992).
5. *Base flow.* Enough inflow must be present in the wetland to maintain wetland soil and vegetation conditions. A water balance should be calculated. Dependence on groundwater for a moisture supply is not recommended.

$$S = Q_i + R + \text{Inf} - Q_o - \text{ET}$$

Where:

S = net change in storage

$Q_i$  = stormwater runoff inflow

R = contribution from rainfall

Inf = net infiltration (infiltration – exfiltration)

$Q_o$  = surface outflow

ET = evapotranspiration

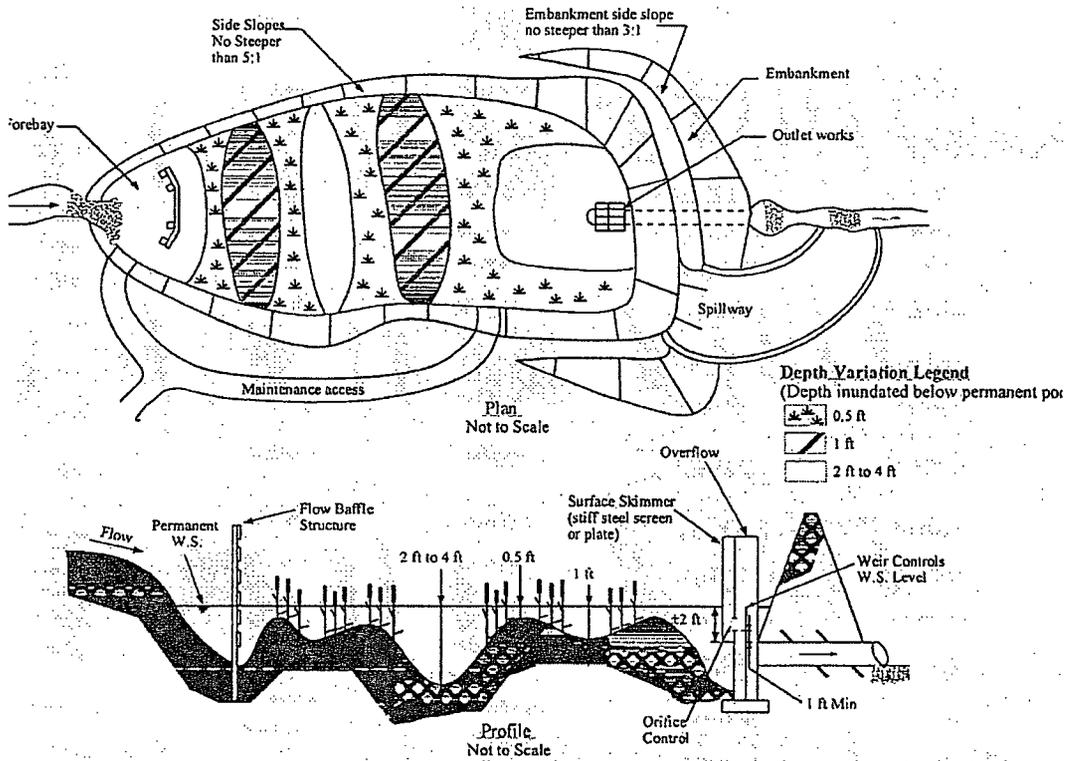
6. *Seeding.* It is important that any seed which is used to establish vegetation germinate and take root before the site is inundated, or the seeds will be washed away. Live plants (plugs) should be considered for areas inundated even during construction.
7. *Length to Width Ratio.* The pond should gradually expand from the inlet and gradually contract toward the outlet. The length to width ratio of the wetland should be 2:1 to 4:1, with a length to width ratio of 3:1 recommended (Urbonas, 1992)
8. *Emptying Time.* The water quality volume above the permanent pool should empty in approximately 24 hours (Urbonas, 1992). This emptying time is not for the wetland itself, but for the additional storage above the wetland. Failure to approach this criteria is often the source of failure for constructed wetlands planned for the base of a water quantity storage facility.
9. *Inlet and Outlet Protection.* Inlet and outlet protection should be provided to reduce erosion of the basin. Velocity should be reduced at the entrance to reduce resuspension of sediment by using a forebay. The forebay should be approximately 5 to 10 percent of the water quality capture volume. The outlet should be placed in an offbay at least 3 ft deep. It may be necessary to protect the outlet with a skimmer shield that starts approximately one-half of the depth below the permanent water surface and extends above the maximum capture volume depth. A skimmer can be constructed from a stiff steel screen material that has smaller openings than the outlet orifice or perforations.
10. *Infiltration Avoidance.* Loss of water through infiltration should be avoided. This can be done by compacting the soil, incorporating clay into the soil, or lining the pond with artificial lining.
11. *Side Slopes.* Side slopes should be gradual to reduce erosion and enable easy maintenance. Side slopes should not be steeper than 4:1, and 5:1 is preferable (Urbonas, 1992).
12. *Open Water.* At least 25 percent of the basin should be an open water area at least 2 ft deep if the device is exclusively designed as a shallow marsh. The open water area will make the marsh area more aesthetically pleasing, and the combined water/wetland area will create a good habitat for waterfowl (Schueler, 1987). The combination of forebay, outlet and free water surface should be 30 to 50 percent, and this area should be between 2 and 4 ft deep. The wetland zone should be 50 to 70 percent of the area, and should be 6 to 12 inches deep (Urbonas, 1992).
13. *Freeboard.* The wetland pond should be designed with at least 1 ft of freeboard (Camp, Dresser and McKee, 1993).
14. *Use with Wet Pond.* Shallow marshes can be established at the perimeter of a wet pond by grading to form a 10 to 20 ft wide shallow bench. Aquatic emergent vegetation can be established in this area. A shallow marsh area can also be used near the inflow channel for sediment deposition (Schueler, 1987).
15. *Shape.* The shape is an important aspect of the wetland. It is recommended that a littoral shelf with gently sloping sides of 6:1 or milder to a point 24 to 28 inches below the water

surface (Mitsch and Gosselink, 1993). Bottom slopes of less than one percent slope are also recommended.

16. *Soils.* Clay soils underlying the wetland will help prevent percolation of water to groundwater. However, clay soils will also prevent root penetration, inhibiting growth. Loam and sandy soils may then be preferable. A good design may be use of local soils at the upper layer with clay beneath to prevent infiltration (Mitsch and Gosselink, 1993).
17. *Vegetation.* Vegetation must be established in the wetland to aid in slowing down velocities, and nutrient uptake in the wetland. A dependable way of establishing vegetation in the wetland is to transplant live plants or dormant rhizomes from a nursery. Emergent plants may eventually migrate into the wetland from upstream, but this is not a reliable source of vegetation. Transplanting vegetation from existing wetland areas is not encouraged, as it may damage the existing wetland area. Seeding is more cost effective, but is also not reliable. Vegetation should be selected by a qualified wetland scientist.
18. *Forebay.* A forebay may be provided to partially protect proposed wetland plantings from sediment loadings. If a forebay is provided, the forebay volume should be about 5 to 10 percent of the water quality volume.

## REFERENCES

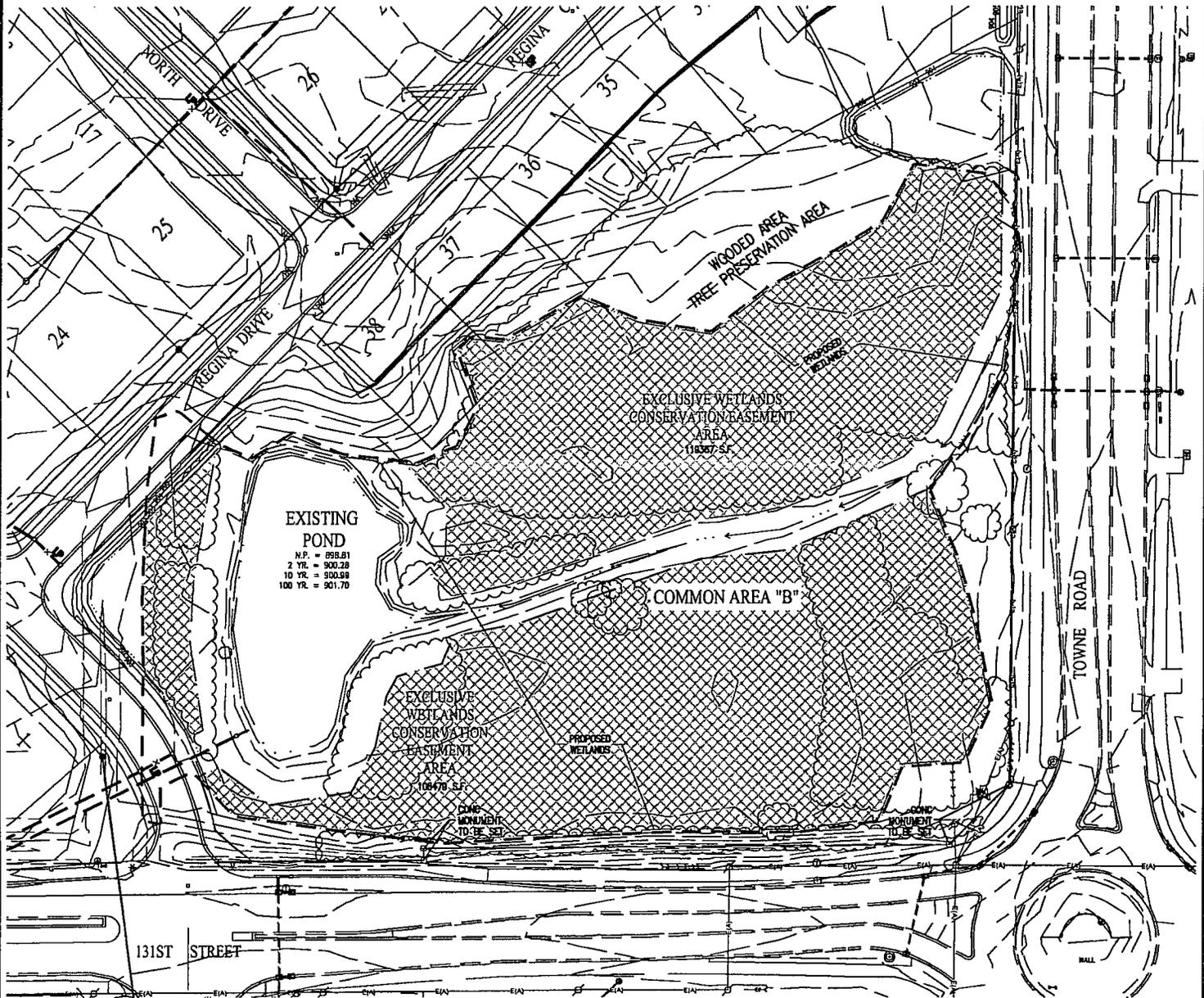
1. L. N. Boutiette and C. L. Duerring, 1994. *Massachusetts Nonpoint Source Management Manual, The Megamanual: A Guidance Document for Municipal Officials*, Massachusetts Department of Environmental Protection, Office of Watershed Management, Nonpoint Source Program, Boston, MA.
2. Camp, Dresser and McKee, Inc., Larry Walker Associates, 1993. *California Best Management Practices - Municipal*, California State Water Resources Council Board, Alameda, CA.
3. The Center for Watershed Protection, 1994. *Watershed Protection Techniques*, Vol. 1 No. 2, The Center for Watershed Protection, Silver Spring, MD.
4. M. E. Dormann, J. Hartigan, and B. Maestri, 1988. Retention, Detention, and Overland Flow for Pollutant Removal from Highway Stormwater Runoff: Interim Guidelines for Management Measures, FHWA/RD-87/056, Federal Highway Administration, Versar, Inc., Springfield, VA.
5. GKY and Associates, Inc. June 1996. Evaluation and Management of Highway Runoff Water Quality, Publication No. FHWA-PD-96-032. Prepared for: US Department of Transportation, Federal Highway Administration. Washington, DC.
6. W. J. Mitsch and J. G. Gosselink, 1993. *Wetlands*, Van Nostrand Reinhold, New York, NY.
7. T. R. Schueler, 1987. *Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMPs*, Department of Environmental Programs, Metropolitan Washington Council of Governments, Washington, DC.
8. B. R. Urbonas, J. T. Doerfer, J. Sorenson, J. T. Wulliman, and T. Fairley, 1992. *Urban Storm Drainage Criteria Manual, Volume 3 - Best Management Practices*, Stormwater Quality, Urban Drainage and Flood Control District, Denver, CO.
9. Ventura Countywide Stormwater Quality Management Program, *Draft BMP CW: Constructed Wetlands*, June 1999. Ventura, CA.
10. *Manual for the Standard Urban Stormwater Mitigation Plan (SUSMP)*, Los Angeles County Department of Public Works, September 2002.



**Figure PC-102A**  
**Typical Constructed Wetland Components (SUSMP, 2002)**

## **Preserved Wetland Section E**

# HADLEY GROVE



Wetland Preservation/Enhancement Area

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

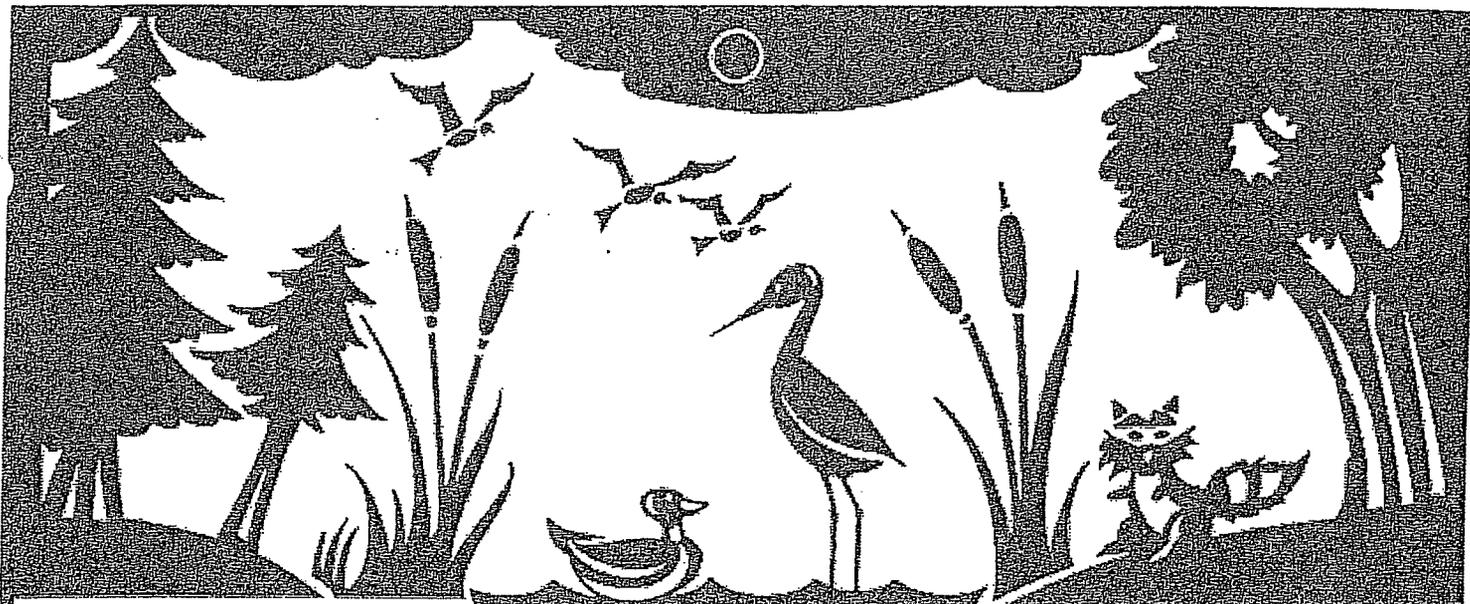


SCALE: 1" = 120



## Preserved Wetland

August 7, 2013



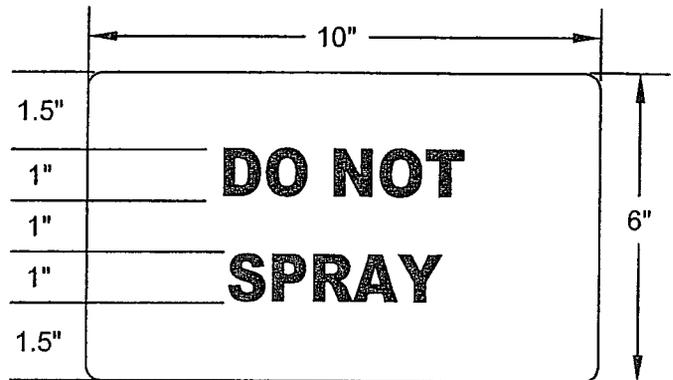
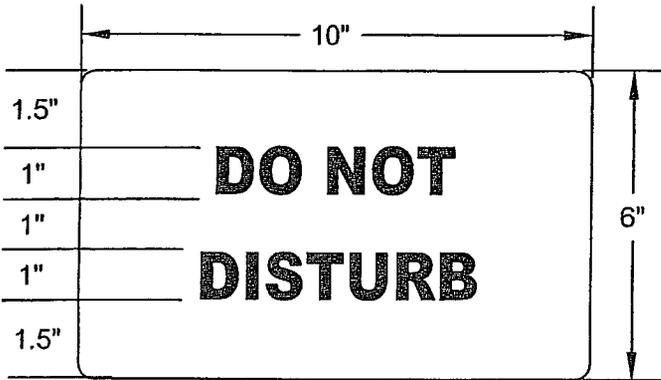
# WETLAND PROTECTION AREA

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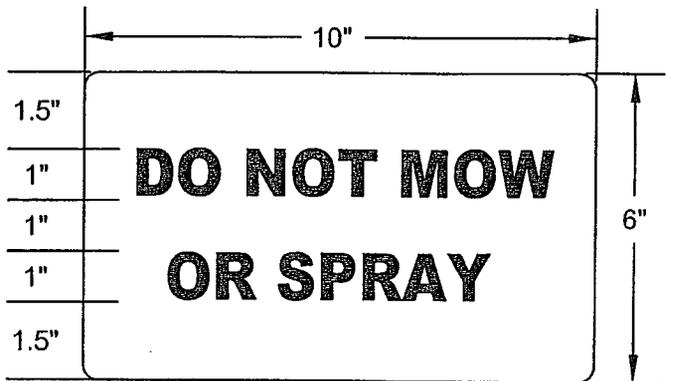
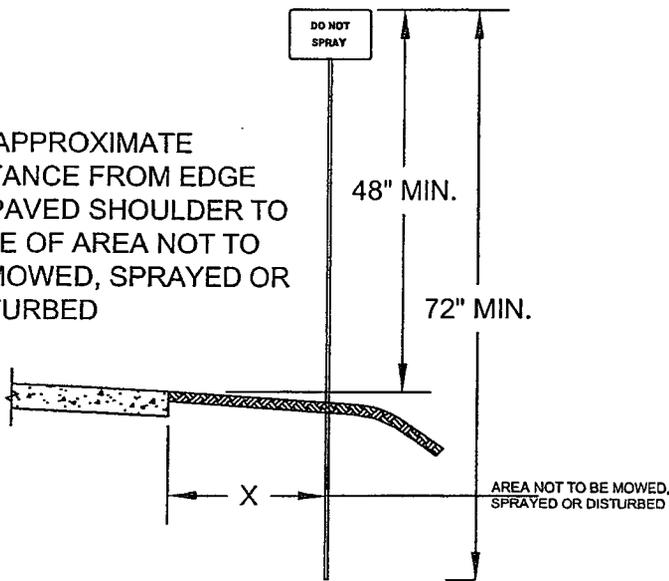
CAUTION!  
THIS AREA IS A FRAGILE  
PLANT AND ANIMAL HABITAT.  
PLEASE HELP US PROTECT THIS  
NATURAL RESOURCE.

---

*Do Not Disturb*  
SPRAY OR MOW



X = APPROXIMATE  
DISTANCE FROM EDGE  
OF PAVED SHOULDER TO  
EDGE OF AREA NOT TO  
BE MOWED, SPRAYED OR  
DISTURBED



**LANDSCAPE SIGN**

NOT TO SCALE

The BMP owner agrees to the following maintenance and inspection program for the **Constructed Wetlands - Preserved Wetland:**

**Embankment**

Maintenance Item	Inspection Frequency	Maintenance
1. Vegetation	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Reseed, fertilize and mow as needed</li> <li>• Remove invasive vegetation</li> </ul>
2. Embankment	Quarterly and after major storms	<ul style="list-style-type: none"> <li>• Repair erosion</li> <li>• Remove woody vegetation from embankment if the diameter of the woody diameter is less than 6 inches</li> <li>• Contact an engineer if leaks or seeps are noted on the embankment or abutments</li> <li>• Contact an engineer if bulging, sliding or cracking is noted</li> </ul>
3. Animal burrows	Quarterly	<ul style="list-style-type: none"> <li>• Remove animals and fill burrows</li> </ul>
4. Drains	Quarterly	<ul style="list-style-type: none"> <li>• Clear blockages if any</li> </ul>
5. Slope protection	Quarterly	<ul style="list-style-type: none"> <li>• Replace or repair slope protection (rip rap, etc.)</li> </ul>

**Principal and Overflow Spillway**

Maintenance Item	Inspection Frequency	Maintenance
1. Low flow orifice	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>
2. Concrete/Masonry sections	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if cracks, displacement or spalling is evident</li> </ul>
3. Concrete pipe	Quarterly	<ul style="list-style-type: none"> <li>• Contact engineer if damage is noted in the pipe.</li> </ul>
4. Outfall channels	Quarterly	<ul style="list-style-type: none"> <li>• Replace rip rap in stilling basin and/or outlet channel</li> </ul>
5. Trash racks	Monthly	<ul style="list-style-type: none"> <li>• Remove blockage</li> <li>• Inspection prior to and after large rain event</li> </ul>

**Treatment Areas**

Maintenance Item	Inspection Frequency	Maintenance
1. Permanent pool	Monthly	<ul style="list-style-type: none"><li>• Remove floatable debris</li><li>• Remove excess vegetation</li><li>• Mowed/cut once a year, and all cuttings removed from area and disposed of properly..</li><li>• Remove sediment from pool area when volume has become reduced significantly or the pond becomes eutrophic.</li></ul>
2. Shoreline	Monthly	<ul style="list-style-type: none"><li>• Repair shoreline erosion</li><li>• Remove invasive vegetation</li></ul>
3. Armoring	Monthly	<ul style="list-style-type: none"><li>• Repair erosion</li><li>• Remove invasive vegetation</li></ul>

The BMP owner agrees to the following maintenance and inspection program for the **Storm Inlet with Snout Guard:**

## Wetland Operation, Maintenance, and Management Inspection Checklist

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Inspector: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Maintenance Item	Satisfactory Unsatisfactory	Comments
<b>1. Embankment and Emergency Spillway</b>		
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.		
<b>2. Riser and Principal Spillway</b>		
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.		





## SUMMARY TABLE

Wetland ID	Wetland Size (Acres)	Impact (Acres)	Cubic Yards (cy) Fill	Impact Wetland Class	Mitigation Wetland Class	Mitigation Type	Mitigation Ratio	Mitigation Acreage
Wetland 1	1.68	0.90	1060	PEM	PFO	Creation	0.5 to 1	0.45
		0.62	1000	PEM	PFO	Preservation	6 to 1	3.82
		0.08	129	PEM	PFO	Enhancement	1 to 1	0.08
Wetland 2	0.02	0.02	32	PEM	PFO	No additional acreage required		
Wetland A*	5.22	0.09	145	PFO	PFO	Creation	4 to 1	0.36
<b>TOTALS</b>	<b>6.92</b>	<b>1.71</b>	<b>2,366</b>			<b>TOTAL MITIGATION</b>		<b>4.71</b>

\*Wetland delineated by Patriot Engineers



**Cardno  
JFNew**  
3901 Industrial Boulevard, Indianapolis, In 46254  
Phone 317-388-1982 / Fax 317-388-1986  
www.cardnojfnew.com

### PLAN CERTIFICATION NOTE:

WETLAND IMPACT MITIGATION DRAWINGS WERE PREPARED BY CARDNO-JF NEW FOR M.I. HOMES. WETLAND IMPACT MITIGATION DRAWINGS ARE THOSE CONTAINING A DATE OR FINAL REVISION DATE OF MAY 2013 OR BEFORE.

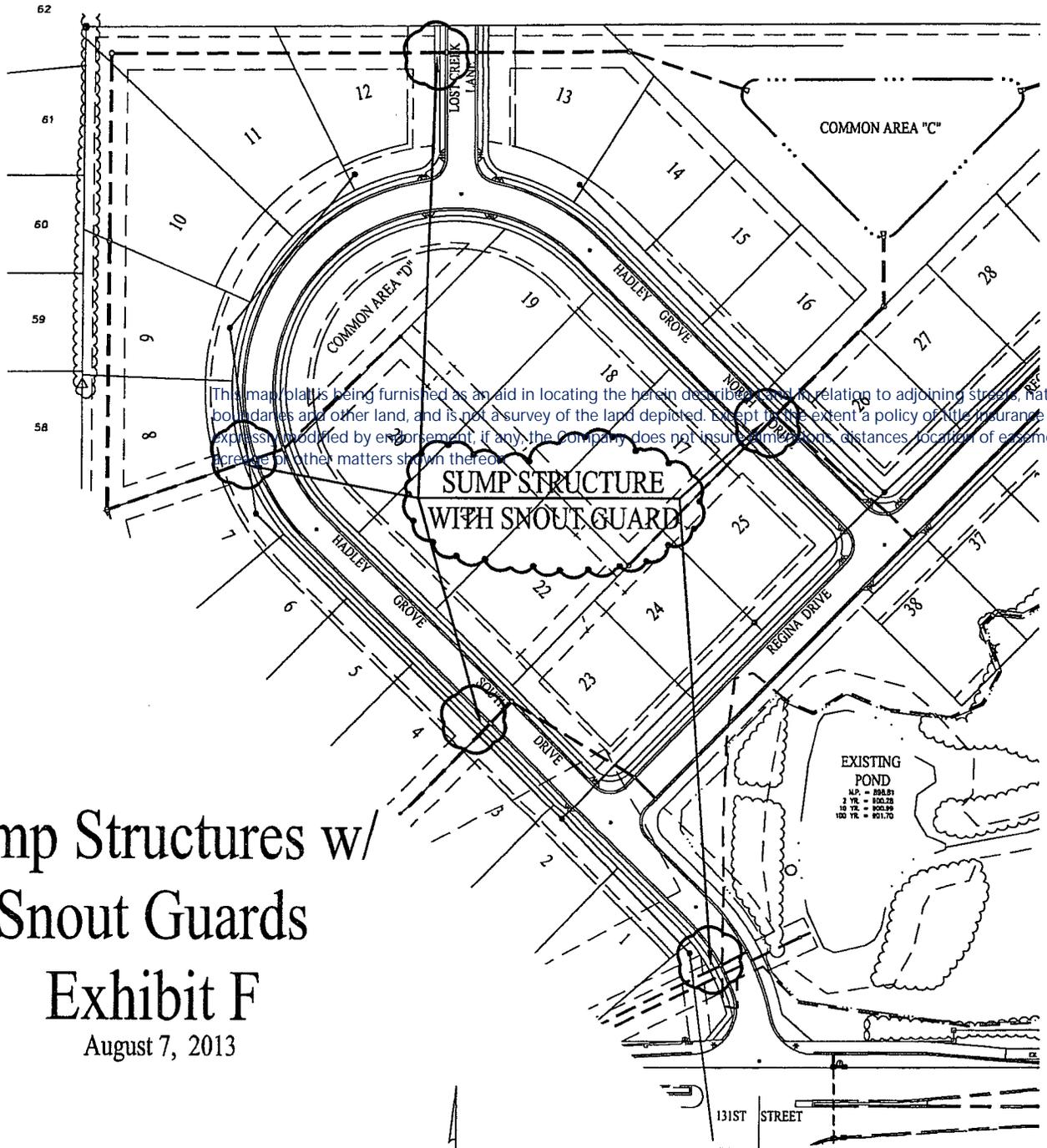
FINAL DRAWINGS WERE PREPARED BY WEIHE ENGINEERS, INC. AND JAMES E. SHIELDS, JR. FINAL CONSTRUCTION PLANS ARE THOSE PLANS CONTAINING A FINAL REVISION DATE AFTER 6/1/2013. WEIHE ENGINEERS, INC. AND JAMES E. SHIELDS, JR. ACCEPT FULL RESPONSIBILITY FOR ALL CIVIL ENGINEERING WORK IN THESE PLANS RELATED TO SITE DEVELOPMENT (EXCLUDING WETLAND MITIGATION DESIGNED BY CARDNO / JF NEW).

### Legend

-  **Delineated Wetlands (6.92 Acres)**
-  **Wetland Preservation/Enhancement Area (3.82 Acres\* of Preservation in Wetland A and 0.08 Acre of Enhancement in Wetland 1)**
-  **Wetland Impact (1.79 Acres)  
1.70 Acres Emergent  
0.09 Acre Forested**
-  **Wetland Creation (0.81 Acre)  
M1 = 0.58 Acre  
M2 = 0.16 Acre  
M3 = 0.07 Acre**
-  **Existing Pond and Drainage Easement to Remain (1.31 Acres)**
-  **Conservation Areas (Approx. 5.87 Acres)**  
\*The 1.31 acre of delineated wetland and pond that overlaps the City of Carmel drainage easement is not being impacted, but cannot be included in the wetland preservation area that will be deeded as part of this permitting and mitigation project

**5 Sump Structures with Snouts    Section F**

# HADLEY GROVE



This map plan is being furnished as an aid in locating the herein described work in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly provided by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Sump Structures w/  
 Snout Guards  
 Exhibit F  
 August 7, 2013

The BMP owner agrees to the following maintenance and inspection program for the **Storm Inlet with Snout Guard**:

<b>Storm Inlet with Snout Guard</b> <b>Operation, Maintenance, and Management Inspection Checklist for BMP Owners</b>
--

Project: _____	Owner Change since last inspection? Y N
Owner Name _____	
Address, Phone _____	
Number _____	
Location: _____	
Site Status: _____	
Date: _____	
Time: _____	
Inspector: _____	

Maintenance Item	Satisfactory / Unsatisfactory	Comments
<b>Embankment and Emergency Spillway (Inspect annually and after major storms)</b>		
1. Leakage of inlet structure		
2. No evidence of breakage of snout		
3. No evidence of flow diversion around snout		
4. Functioning to trap sediment		
A. Accumulation being done		
B. Excessive amount of sedimentation		
5. Sediment accumulation require removal?		
6. Area free of debris?		
7. Inspect BMP for invasive species		
8. Complaints from residents (note on back)		
7. Other (describe)		

**Additional Comments**

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Actions to be taken:	Timeframe:

**Owner Information**

Owner Name **MI Homes of Indiana, LP**

Owner Address **MI Homes of Indiana, LP  
8500 Keystone Crossing, Suite 590  
Indianapolis, Indiana 46240**

Phone Number (317) 255-9900

**Owner Acknowledgement**

This Maintenance Manual is submitted to the City of Carmel with the intent to insure the longevity and adequate functioning of the extended wet detention pond and Storm Inlet with Snout Guard owned by MI Homes of Indiana, LP, Indianapolis, Indiana. By submitting this Maintenance Manual to the City of Carmel's Office with plans to construct the extended wet detention pond, the owner noted above agrees to follow and abide by the inspection schedule and maintenance activities listed in this manual. The extended wet detention pond and Storm Inlet with Snout Guard owner noted above is responsible for any additional maintenance and/or repair activities to maintain the function and longevity of the extended wet detention pond.

**BMP's: Naturalized Wet Pond A with Native Banks and Shelf, Existing Wet Pond, Wet Pond C, Constructed Wetlands M1, M2 and M3, Preserved Wetland and Sump Structures with Snout Guards along with Natural and/or Constructed Wetlands**

**MI Homes of Indiana, LP  
8500 Keystone Crossing, Suite 590  
Indianapolis, Indiana 46240**

*[Signature]*  
Owner Signature

8/26/13  
Date

Mark Connor  
Printed Name

MI Homes of Indiana, LP  
Company

STATE OF INDIANA )  
                                  )  
COUNTY OF Marion ) SS:

Before Me, the undersigned, a Notary Public in and for said County and State, Personally appeared Mark Connor Owners/Agent, subscribed and sworn before me this 26 day of August, 2013.

Putnam  
County of Residence  
8/20/2015  
Commission Expiration Date

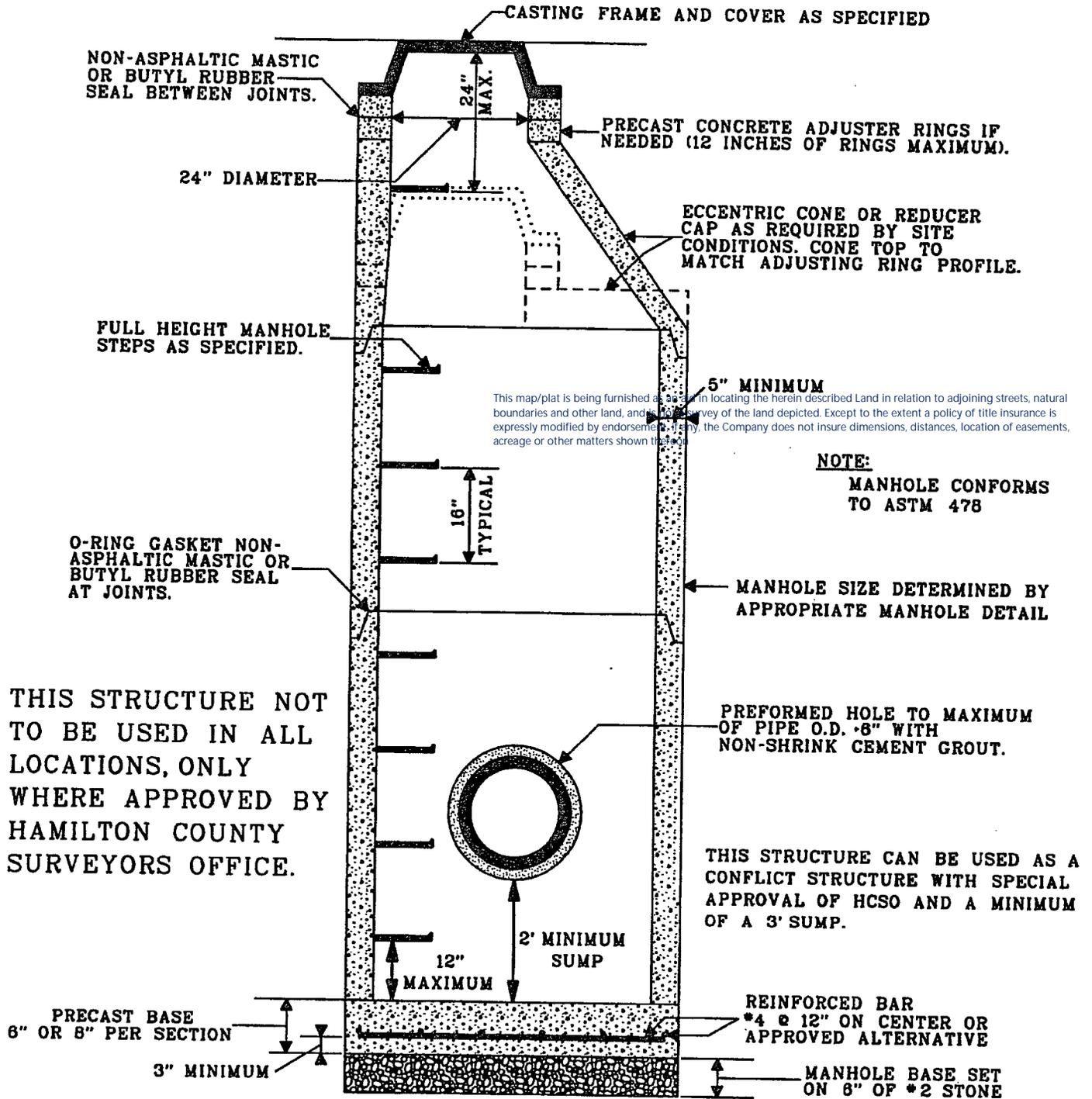
Cassie Braughton  
Signature  
Cassie Braughton  
Printed Name

 **Cassie Braughton  
Notary Public, State of Indiana  
My Commission Expires 8/20/2015  
County of Residence: Putnam**

"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) RICK ELLIS

# OFFICE OF THE HAMILTON COUNTY SURVEYOR



**NOTE:**  
 MANHOLE CONFORMS  
 TO ASTM 478

THIS STRUCTURE NOT  
 TO BE USED IN ALL  
 LOCATIONS, ONLY  
 WHERE APPROVED BY  
 HAMILTON COUNTY  
 SURVEYORS OFFICE.

THIS STRUCTURE CAN BE USED AS A  
 CONFLICT STRUCTURE WITH SPECIAL  
 APPROVAL OF HCSO AND A MINIMUM  
 OF A 3' SUMP.

(DRAWING NOT TO SCALE)

## HAMILTON COUNTY SURVEYOR'S OFFICE

### SUMP MANHOLE STRUCTURE

REVISED: 18 DEC 2006

APPROVED: *Kenton C. Ward*  
 KENTON C. WARD, HAMILTON COUNTY SURVEYOR

8MAR07  
 DATE

STANDARD PLAN

D-25

**Basic Application:** The SNOOT® Oil-Water-Debris Separator is a patented plastic composite hooded outlet cover that attaches to the wall of a stormwater catch basin or other water-quality structure over the outlet pipe in such a manner as to prevent the exit of floating debris and oil.

**Composition and Materials:** The SNOOT® is hand fabricated from marine grade fiberglass. The attachment hardware is 18-8 stainless steel, the anti-siphon device is schedule 40 PVC and the access hatch is ABS plastic.

These materials have proven to be extremely durable and maintenance free.

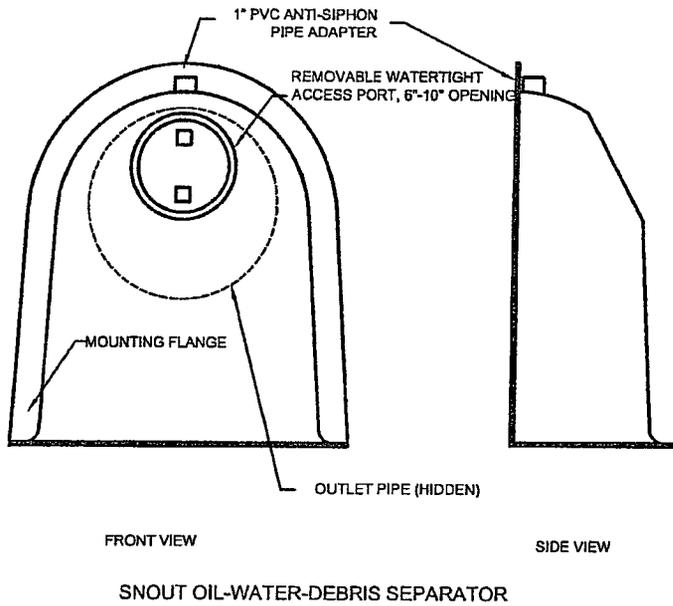
The SNOOT® is adaptable to any type catch basin construction and is available in flat or curved back styles.

#### **INSTALLATION** (Structure wall to be finished smooth and free of loose material)

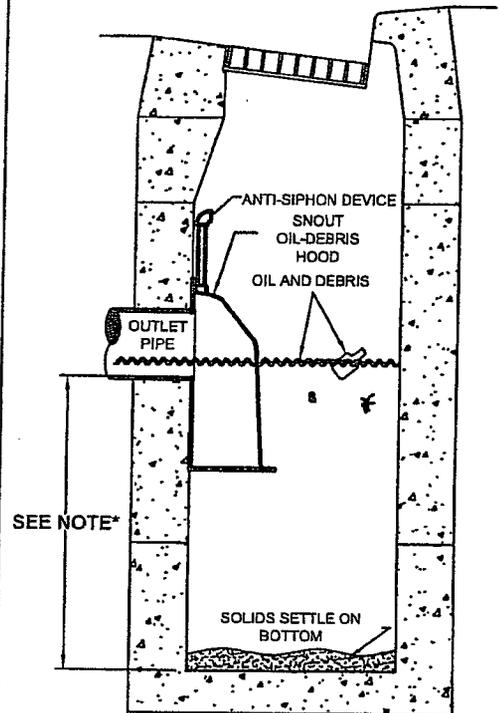
1. Select the SNOOT® Oil-Water-Debris Separator of size and configuration to fit application. (Our SNOOTS are numbered to reflect that they will fit over a pipe with an outside diameter no greater than that number. Example: An 18" SNOOT® will fit over a pipe with an outside diameter no greater than 18". Select F for flat-walled structures and R for round-walled structures.)
2. Center the SNOOT® directly over the exit pipe so that the entire pipe is covered and so that the lower edge of the hood is at least 1/2 the pipe diameter below the lowest inside point of the pipe (deeper is even better.)
3. Drill \* equally spaced 7/16" holes through the SNOOT® flange. (\*Number of holes vary depending on size of SNOOT®.)
4. Mark and drill catch basin and install the tamp-in lead anchors.
  - (1) Drill a 3/4" hole into the base material to the required depth (approximately 1-1/4" deep.)
  - (2) Blow the hole clean of dust and other material.
  - (3) Insert the anchor into the hole. Narrow end of cone must point out, lead shield slides over cone.
  - (4) Position the setting tool or a 9/16 socket against the anchor outer cone. (The outer rim of the tool or socket should seat onto the lead shield rim.) Set the anchor by driving the lead sleeve over the cone using several sharp hammer blows. Be sure the anchor is at the required embedment depth (flush or slightly below face of concrete)
5. Attach the vent pipe adapter in the pre-drilled hole in the top of the SNOOT® using the 2 flat O ring gaskets and PVC lock-nut supplied in the kit. Install with female slip adapter up and a washer on each side of the SNOOT® shell. Tighten lock-nut hand tight.
6. Remove PSA backing and with firm pressure, attach gasket strip(s) to back of flange and trim excess.
7. Attach the SNOOT® to the catch basin wall with 3/8" diameter stainless steel bolts in lead expansion anchors. Do not over tighten; 10-15 foot-pounds should be sufficient.
8. Cut the anti-siphon vent stack to length and attach to hood at slip adapter with PVC cement.
9. Attach 90 degree fitting to vent stack with PVC cement. Ensure that fitting opening is accessible for maintenance and inspection.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**CONFIGURATION DETAIL**



**TYPICAL INSTALLATION**

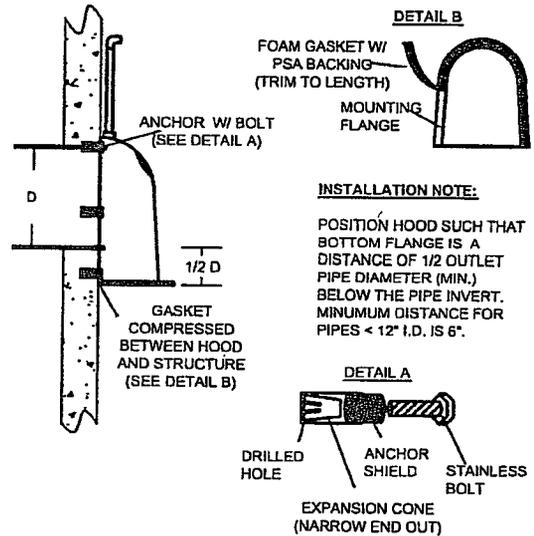


\*NOTE- SUMP DEPTH OF 36" MIN. FOR < OR= 12" DIAM. OUTLET. FOR OUTLETS >OR= 15", DEPTH = 2.5-3X DIAM.

**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 06371  
(860) 434-0277, (860) 434-3195 FAX  
TOLL FREE: (800) 504-8008 OR (888) 434-0277  
WEB SITE: [www.bmpinc.com](http://www.bmpinc.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" LAMINATE THICKNESS.
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT PIPE AND ELBOW 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 (SNOUT SIZE ALWAYS LARGER THAN PIPE SIZE).
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A MINIMUM DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D.
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 12" ACCORDING TO STRUCTURE CONFIGURATION.
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL AND PIPE SHALL BE FINISHED FLUSH TO WALL.
8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8" STAINLESS STEEL BOLTS AND OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER. (SEE INSTALLATION DETAIL)
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" STAINLESS STEEL BOLTS  
E. ANCHOR SHIELDS

**INSTALLATION DETAIL**



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

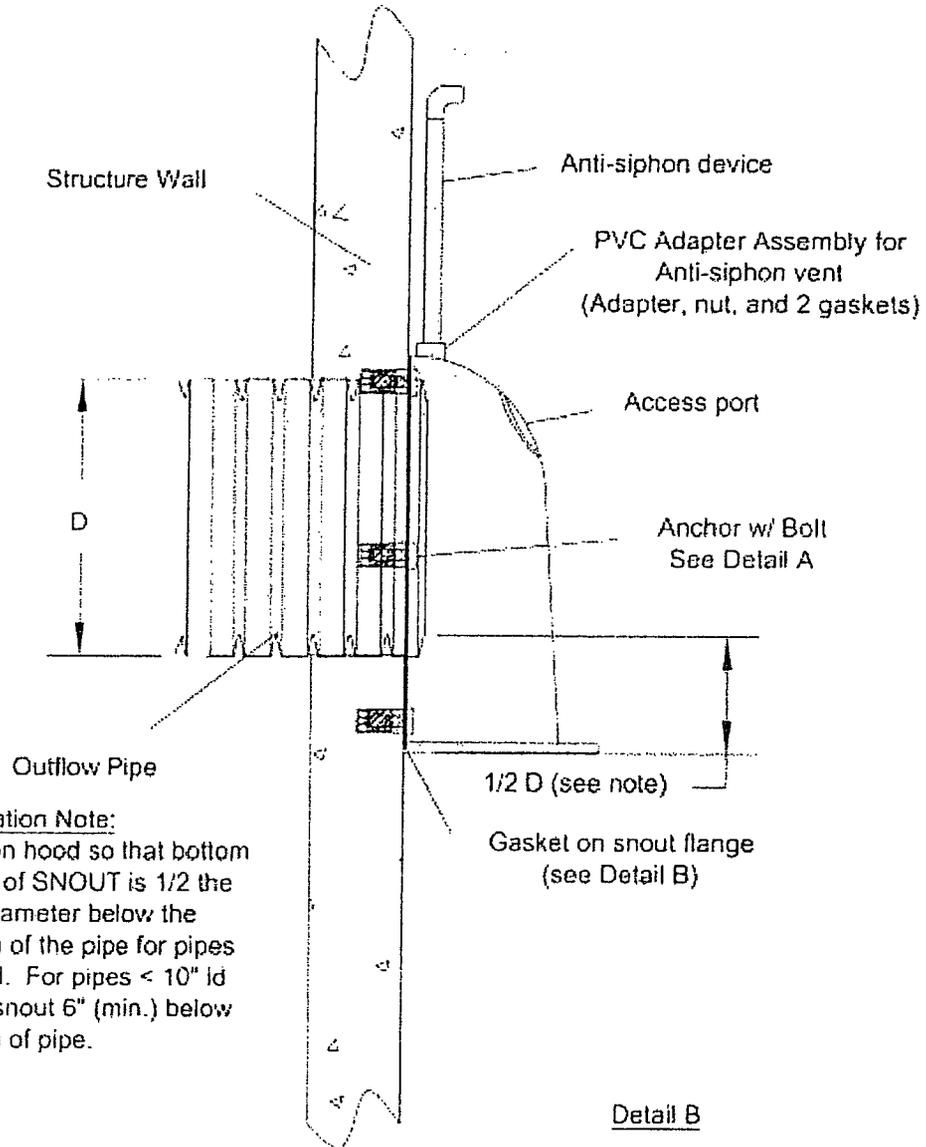
DESCRIPTION	DATE	SCALE
OIL- DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)	09/08/00	NONE
DRAWING NUMBER		
SP-SN		

US Patent # 6126817

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

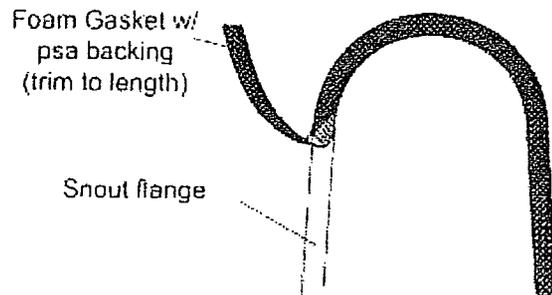
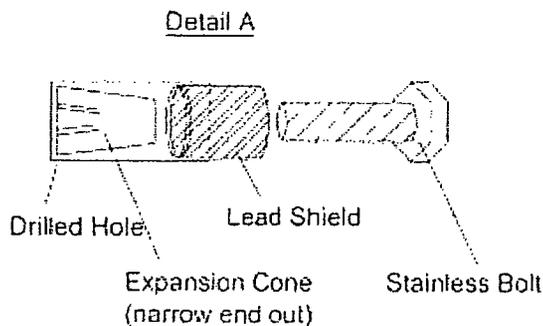
## The SNOOT® INSTALLATION INSTRUCTIONS

U.S. Patent # 6126817 Canadian Patent #2285146



**Installation Note:**  
Position hood so that bottom flange of SNOOT is 1/2 the pipe diameter below the bottom of the pipe for pipes >12" id. For pipes < 10" id place snout 6" (min.) below bottom of pipe.

Detail B



### MAINTENANCE

The catch basin should be emptied of debris and the accumulated solids removed as required by site conditions or at least once a year. BMP recommends scheduling maintenance when sump is half full, or six inches of floatable pollutants accumulate on the surface. The SNOOT® itself requires no real maintenance other than routine inspection and rinsing with a hose or pressure washer during the cleaning sequence of the catch basin and flushing the anti-siphon vent with water or air to verify that it is clear.

Amendment to the *Declaration of Covenants and Restrictions*  
of Hadley Grove

The *Declaration of Covenants and Restrictions of Hadley Grove*, recorded as Document # 2014056272 at 11:00 A.M on December 12, 2014 in the Office of the Recorder of Hamilton County, Indiana, is amended as follows:

The following language on page 26, paragraph 21(a) of that *Declaration* is deleted:

~~No rental of any Dwelling by an Owner shall be permitted within one (1) year of purchase. Any Owner wishing to lease their Dwelling unit must do so on no less than a six (6) month lease and all such leases forms shall be approved by the Board of Directors. The Owner is responsible at all times for the actions of the lessees and shall make all covenants and restrictions known to them.~~

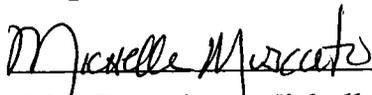
And it is replaced with the following new language:

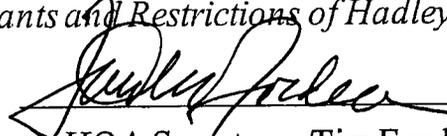
No Owner is permitted to rent a Dwelling, except in the following limited situation. An Owner that has resided in their Dwelling for at least 24 consecutive months may rent it only if all the following conditions exist and are stated in a written request by the Owner to the HOA Board seeking approval to rent and the Board approves that request.

- 1) The Owner needs to move out of Hadley Grove for an extended but non-permanent period of time a) for work, b) for military service, c) to care for a family member, or d) for a similar reason. ("Transfer Period")
- 2) The Owner provides a copy of the lease form to the Board for approval before it is signed by the tenants.
- 3) The lease is for at least 12 months.
- 4) The Dwelling will not be in rental status for more than 36 consecutive months.
- 5) The Owner intends to return and live in the Dwelling at the end of the Transfer Period.
- 6) The Owner acknowledges that he/she/they will continue to be responsible at all times for the Dwelling's compliance with all covenants and restrictions and will provide tenants with a copy of them.

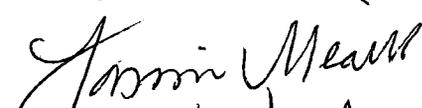
If the Owner learns that he/she/they will be required to reside elsewhere beyond the maximum 36-month period, he/she/they may apply to the HOA Board for approval of an extension not to exceed 12 additional months.

Amendment approved by 79% of the Homeowners in Hadley Grove on Thursday, January 14, 2021 in accordance with the procedures of Ind. Code 32-25.5-1 *et seq* and provisions of the *Declaration of Covenants and Restrictions of Hadley Grove*.

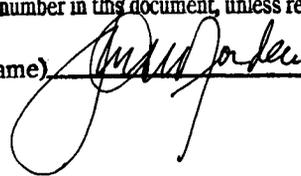
  
HOA President, Michelle Moscato

  
HOA Secretary, Tim Forden



  
2/3/21

"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) 

PREPARED BY:



109.00  
50  
COPY

**ORDINANCE Z-572-13  
AS AMENDED  
AN ORDINANCE OF THE COMMON COUNCIL OF THE  
CITY OF CARMEL, INDIANA, ESTABLISHING  
THE HADLEY GROVE PLANNED UNIT DEVELOPMENT DISTRICT**

**WHEREAS**, Section 31.6.4 of the Carmel/Clay Zoning Ordinance Z-289 (the "Zoning Ordinance"), provides for the establishment of a Planned Unit Development District in accordance with the requirements of I.C. §36-7-4-1500 et seq.; and

**WHEREAS**, the Plan Commission has given a positive recommendation to this PUD district ordinance (the "Hadley Grove Ordinance") which establishes Hadley Grove Planned Unit Development District ("the Hadley Grove District" or "District") with respect to the real estate legally described in what is attached hereto and incorporated herein by reference as Exhibit 1 (the "Real Estate").

**NOW, THEREAFORE, BE IT ORDAINED** by the Council, that (i) pursuant to I.C. §36-7-4-1500 et seq., it adopts the Hadley Grove Ordinance, as an amendment to the Zone Map.

**Section 1. Applicability of Ordinance.**

Section 1.1 The Zone Map is hereby changed to designate the Real Estate as a Planned Unit Development District to be known as Hadley Grove District. The requirements of the Hadley Grove Ordinance shall run with the land, be binding on the Developer of the Real Estate, subsequent owners of the Real Estate, and other persons acquiring an interest therein.

Section 1.2 Development in the Hadley Grove District shall be governed entirely by (i) the provisions of this Hadley Grove Ordinance and its exhibits, and (ii) those provisions of the Zoning Ordinance specifically referenced in the Hadley Grove Ordinance. In the event of a conflict or inconsistency between this Hadley Grove Ordinance and the Zoning Ordinance, the provisions of this Hadley Grove Ordinance shall apply. Anything not specifically addressed in the Hadley Grove Ordinance shall be governed by existing City of Carmel ordinances.

Section 1.3 Any capitalized term not defined in Section 2 of this Hadley Grove PUD shall have the meaning as set forth in the Zoning Ordinance.

Section 1.4 All violations of this Hadley Grove Ordinance shall be subject to Section 34.0 of the Zoning Ordinance.

Section 1.5 Dedication of Public Rights-of-Way shall conform to the requirements of the Transportation Plan Section of the Comprehensive Plan except along the north side of Main Street where a 50 foot half right-of-way shall be dedicated with a 60 foot half right-of-way dedicated from center line of Towne Road to a point 515 feet west of the center line of Towne Road.

**Section 2. Definitions and Rules of Construction.**

Section 2.1 General Rules of Construction. The following general rules of construction and definitions shall apply to the regulations of this Hadley Grove Ordinance:

- A. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- B. Words used in the present tense include the past and future tenses, and the future the present.
- C. The word "shall" is a mandatory requirement. The word "may" is a permissive requirement.

Section 2.2 Definitions. The following definition shall apply throughout this Hadley Grove Ordinance:

Accessory Structure: A structure which is subordinate to a Dwelling or use located on the Real Estate and which is not used for permanent human occupancy.

Accessory Use: A use subordinate to the main use, located on the real estate or in the same Dwelling as the main use, and incidental to the main use.

Aggregate Side Yard: The sum of the widths of the two (2) side yards located on one (1) lot.

Building Height: The vertical distance from the lot ground level at the foundation to the highest point of the roof for a flat roof, to the deck line of a mansard roof and to the mean height between eaves and ridges for gable, hip and gambrel roofs.

BZA: The City's Board of Zoning Appeals.

City: The City of Carmel, Indiana.

Commission: The Carmel Plan Commission.

Concept Plan/Primary Plat: The Concept Plan/Primary Plat attached hereto and incorporated herein by reference as Exhibit 2 which is the primary plat of the Real Estate.

Controlling Developer: Shall mean M/I Homes of Indiana LP until such time as M/I Homes of Indiana LP transfers or assigns, in writing, its rights as Controlling Developer.

Council: The City Council of Carmel, Indiana.

Declaration(s) of Covenants: Declaration(s) of Covenants, Conditions and Restrictions applicable to the Real Estate, or any portion thereof, which shall be prepared and recorded by the Controlling Developer in the office of the Recorder of Hamilton County, Indiana, and which may, from time to time, be amended.

Department: The Department of Community Services of the City of Carmel, Indiana.

Development Requirements: Development standards and any requirements specified in this Hadley Grove Ordinance.

Director: Director, or Administrator, of the Department “Director” and “Administrator” shall include his/her authorized representatives.

Dwelling: A detached single family residence.

Masonry: Brick, stone, manufactured or synthetic stone, and stucco.

Open Space: Open space shall comprise a parcel or parcels of land, areas of water, or a combination of land and water, including flood plain and wetland areas located within the Real Estate and designed by the Controlling Developer for the use and enjoyment of some or all of the residents of the Hadley Grove District. Except as otherwise provided herein, open space does not include any area which is divided into building lots or streets. Open Space shall be in the areas identified on the Concept Plan/Primary Plat Exhibit 2.

Owners Association(s): Owners Association(s) established by the Declaration(s) of Covenants.

Primary Roof: The roof on a Dwelling which has the longest ridge line.

Real Estate: The Real Estate legally described in Exhibit 1, and comprising 30.10 acres, more or less.

Sign: Any type of sign as further defined and regulated by this Hadley Grove Ordinance and the Sign Ordinance, contained within the Zoning Ordinance.

Zone Map: The City's official Zone Map Corresponding to the Zoning Ordinance.

Zoning Ordinance: The Zoning Ordinance, Ordinance Z-289, of the City of Carmel, Hamilton County, Indiana, as amended.

**Section 3. Accessory Buildings and Uses.** All Accessory Structures and Accessory Uses allowed in the S-1 Residence District under the Zoning Ordinance shall be permitted in the Hadley Grove District unless prohibited in the Declaration(s) of Covenants; provided, however, that any detached accessory building shall have on all sides the same level of architectural features and shall be architecturally compatible with the principal building(s) with which it is associated. All Accessory Structures and Accessory Uses shall be subject to the provisions to Chapter 25.01 of the Zoning Ordinance.

**Section 4. Development and Architectural Standards.**

Section 4.1 The Real Estate shall develop in a manner substantially similar to the layout shown in Exhibit 2 (Concept Plan/Primary Plat).

Section 4.2 The development standards applicable to the Real Estate are as follows:

- A. Minimum Lot Width at Building Line: Eighty-five (85) feet.
- B. Minimum Lot Area: Eleven Thousand Fifty (11,050) square feet.
- C. Minimum Lot Frontage at Street: Fifty (50) feet.
- D. Minimum Front Yard Setback: Twenty-five (25) feet.
- E. Minimum Side Yard Setback: Five (5) feet.

- F. Minimum Aggregate Side Yard Setback: Twenty (20) feet.
- G. Minimum Separation Between Dwellings: Twenty (20) feet.
- H. Minimum Rear Yard Setback: Twenty (20) feet.
- I. Maximum Building Height at the Mean of the Roof: Thirty-five (35) feet.
- J. Minimum Square Footage of Home (exclusive of porches, terraces, and garages):  
Two thousand two hundred (2,200) square feet.
- K. Maximum Lot Coverage: Forty-five percent (45) of lot.
- L. Home Orientation: All Dwellings on lots within the Real Estate shall face and derive access from the public streets internal to the site.
- M. Arrangement of Elements with the Public Right-of-Way: In the ten (10) feet between the back of the curb and the edge of the right-of-way on local streets internal to the Project there shall be a five (5) foot wide planter area adjacent to the curb and a five (5) foot wide sidewalk along the edge of the right-of-way.
- N. Pedestrian Connection to Towne Road: A six (6) foot wide concrete or asphalt walk shall run between lots 32 and 33 to connect the cul-de-sac with the multi-use trail along Towne Road, as shown in Exhibit 2.
- O. Driveway Locations: The approximate location of driveways on the Lots shall be in substantial compliance with the locations shown on Exhibit 7.
- P. Sidewalks with Common Area B: As shown on the Primary Plat (Exhibit 2), sidewalks shall not be required within the right-of-way abutting Common Area B in order to maximize the protection of existing trees and minimize the impact on wetlands within the common area.

Section 4.3 The architectural standards applicable to all Dwellings are as follows:

- A. Permitted Building Materials: Masonry, Wood, Cementitious Board, Synthetic Stucco, and EIFS. EIFS shall not be used within eight (8) feet of ground level.

- B. Required Window Openings: Two (2) per level, per façade provided, however, that a vent may be substituted for a window on an uninhabitable gable. All windows shall be fully framed and trimmed.
- C. Garage Type: Garages shall be court-loaded or side-loaded garages attached to the Dwelling.
- D. Chimneys: Chimneys shall be stone, brick, or synthetic stone/brick, only and extend 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 with the exception that the Cheswicke plan with bonus room is allowed to have a shed style chimney.
- E. Porch: At least six feet (6') deep with consistent materials/design with Dwelling. Porches are not required on all Dwellings. If no porch is provided, the entryway shall be covered with a minimum area of sixteen (16) square foot and deep enough to provide shelter at the front door, as well as provide an appropriate and adequate level of detail.
- F. Roofline: Primary Roof shall have a minimum 6/12 pitch. The Primary Roof shall have a twelve inch (12") overhang after installation of siding or an eight inch (8") overhang after installation of brick.
- G. Fences: Fences permitted on individual Lots shall conform with the types shown on Exhibit 7 and specified below.
- (i) Type A Fence shall be a four (4) foot high ornamental iron fence. The final design and color of the fence shall be selected by the Developer. To promote cohesiveness the same fence type and color shall be used for all fences designated Type A.
- (ii) Type B Fence shall be either (a) the Type A fence, or (b) a six (6) foot high wood privacy fence. One final design and style of the wood privacy fence shall be selected by the Developer. Lots 31, 32, and 33 shall use the same fence type and color along Towne Road.
- H. Architectural Diversity: All Dwellings shall comply with the Home Mix Guidelines in Exhibit 3.

- I. Air Conditioning Units: Air conditioning units shall be placed within the wider of the two side yard setbacks or to the rear of the Dwelling.
- J. Street Lighting: All Dwellings shall have a light fixture on the garage-end of the front elevation to provide lighting of 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 4.4 The applicable character illustrations, indicating conceptually the intended architecture and appearance of Dwellings are contained within Exhibit 4. The area of the front elevation otherwise occupied by the garage door shall be replaced by siding or masonry materials and two windows with design and detailing harmonious with the other design elements on the front elevation.

**Section 5. Open Space.** Open space shall be in the areas identified on the Concept Plan/Primary Plat Exhibit 2.

Section 5.1 The Open Space Plan conceptually illustrates the District's larger areas of Open Space. The intent of Open Space is to allow for a balance between natural areas and the built environment and to provide for the overall beautification of the District.

Section 5.2 A minimum of 11 acres or 35% of the District shall be allocated to Open Space as conceptually illustrated on the Open Space Plan.

Section 5.3 Tree Preservation Areas. The District's Natural Open Space shall include Tree Preservation Areas. Tree Preservation Areas shall be delineated as part of a Primary Plat approval and recorded with the Secondary Plat. Tree Preservation Areas shall be regulated and maintained in accordance with the following:

- A. The following best management practices should be implemented:
  - (i) Removal of invasive species (e.g. bush honeysuckle) where appropriate. (If after the application of herbicide treatment after the removal of invasive species to prevent from growing back should occur, then such applications shall be done under the oversight of a professional.)
  - (ii) Removal of an overabundance of combustible material (e.g. dead, fallen trees, and leaves).
  - (iii) Removal of vines growing on and up a tree when tree growth is affected.

- (iv) Completing all maintenance activities following industry standard using the latest American National Safety Institute (ANSI) Z-133.1 and A-300 approved practices and methods.

B. The following types of activities shall be permitted:

- (i) Planting of native trees, pursuant to the Indiana Native Tree List provided by the City's Urban Forester.
- (ii) Removal of hazardous, exotic and invasive vegetation, pursuant to the Indiana Exotic and Invasive Plant List provided by the City's Urban Forester.
- (iii) Removal of trees directed to be removed by municipal, county, state or federal authority.
- (iv) Installation of access easements, right-of-way, street, paths, trails, sidewalks, utilities and drainage improvements, and minor pedestrian area improvements (e.g. benches, trash receptacles, creek overlook areas). Community Amenities may be permitted upon review and approval by City's Urban Forester. If appropriate and where feasible, said improvement areas should be limited to perpendicular crossings across Tree Preservation Areas and/or excluded from delineated Tree Preservation Areas.

C. The following types of activities shall not be permitted unless otherwise approved by the City's Urban Forester:

- (i) Removal of living vegetation other than exotic and invasive vegetation and hazardous trees except to accomplish items listed in Section 5.3(B)(iv) of this Ordinance.
- (ii) Mowing any portion of the existing, naturally vegetated Tree Preservation Area, except for along trails, points of access or gathering points.
- (iii) Dumping of leaves or debris from areas other than the Tree Preservation Area.

- (iv) Seeding; including grass seed, prairie mix seed, sod or the planting of any type of vegetable garden unless otherwise approved by the City's Urban Forester.
- (v) Activities that adversely impact the health, structure or integrity of a designated tree preservation area, including but not limited to: active recreational activities requiring the placement of playground equipment, paving for basketball or tennis courts and swimming pools.

D. The following requirements shall apply:

- (i) Tree preservation areas must be easily and permanently identifiable as a tree preservation area through permanent signage posted every five hundred (500) feet around the perimeter of all tree preservation areas. The design and location of such signs shall be coordinated with the City's Urban Forester.
- (ii) Barriers shall be used to protect tree preservation areas during site development. Barriers shall be specified on landscape plans and shall be placed beyond the preserved trees dripline, in accordance with the tree preservation details provided by the City's Urban Forester. Such barriers shall remain in place during the site's construction activity.
- (iii) The Urban Forester shall be contacted for any disputed activity within the tree preservation area. The Urban Forester shall provide resolution to disputed activity, which may include:
  - (a) Removal of trees that are host to an aggressive, life threatening disease or pest that may pose a threat to the vitality of the rest of the forest.
  - (b) Mowing and bush- hogging.
  - (c) Planting of new or replacement trees.

**Section 6. Landscaping Requirements.** The landscaping in the Hadley Grove District shall be specified in Exhibit 5 (the Landscape Plan).

Section 6.1. Landscaping shall be in accordance with the following:

- A. General Landscaping (Section 6.2)
- B. Street Trees (Section 6.3)
- C. Foundation and Lot Plantings (Section 6.6)

Section 6.2. General Landscaping Standards. Landscaping shall be integrated, where appropriate, with other functional and ornamental site design elements (e.g. hardscape materials, entryway monumentation, paths, sidewalks, fencing, or water features).

- A. Landscaping should be designed with repetition, structured patterns, and complementary textures and colors. Alternate or pervious paving materials or alternative planting media is permitted where planting space is limited or where otherwise warranted by the site design.
- B. All plantings to be used in accordance with any landscaping requirement of this Ordinance shall meet the following specifications:
  - (i) All trees, shrubs and ground covers shall be planted according to the American Standard for Nursery Stock (ANSI Z60.1) and following the standards, including planting details, provided by the City’s Urban Forester. Landscaping materials shall be appropriate to local growing and climatic conditions.
  - (ii) Shade trees shall be a minimum of two and one half (2.5) inches caliper at planting.
  - (iii) Ornamental trees shall be a minimum of one and one half (1.5) inches caliper at planting.
  - (iv) Evergreen trees shall be a minimum height of six (6) feet at planting.
  - (v) Shrubs shall be a minimum height of eighteen (18) inches at planting.
  - (vi) Evergreen trees may be substituted in lieu of shrubs required by the Ordinance on a 1:3 basis (one tree equals three shrubs).
- C. Existing vegetation may be used to achieve required landscaping if:

- (i) The vegetation located on the subject parcel is of suitable quality, size and state of health to achieve required landscaping.
  - (ii) The vegetation is proposed to be preserved using accepted best management practices for tree protection during construction. The preservation of existing vegetation shall constitute an in-kind credit toward meeting the landscape requirements of this Ordinance. A credit, which value shall be determined in consultation with the City's Urban Forester, shall be given per tree that contributes to and satisfies similarly the intent of a particular section of this Ordinance.
- D. All landscaping approved as part of the Secondary Plat and construction plans shall be installed, weather permitting, prior to issuance of a Certificate of Occupancy by the Department. If it is not possible to install the approved landscaping because of weather conditions, the property owner shall request a temporary Certificate of Occupancy prior to the issuance of the Final Certificate of Occupancy, which shall be conditioned upon a determined time to complete the installation of the uninstalled landscape material.
- E. All landscaping approved as part of the Secondary Plat and construction plans may not later be substantially altered, eliminated or sacrificed without first obtaining further Plan Commission approval. However, minor material alterations in landscaping may be approved by the Director or his designee in order to conform to specific site conditions.
- F. It shall be the responsibility of the property owners and their agents to insure proper maintenance of all trees, shrubs and other landscaping required by this Ordinance. This is to include, but is not limited to, replacing dead plantings with identical varieties or a suitable substitute, mulching of planting areas, and keeping the area free of refuse, debris, rank vegetation and weeds.
- G. Landscaping shall be prohibited within the Vision Clearance on Corner Lots.

Section 6.3. Street Trees.

- A. Shade trees shall be planted parallel to each public street and within the street right-of-way pursuant to the City's published street tree planting specifications.

- B. Street trees species shall be selected from the City’s published list of recommended street trees and shall be planted a minimum of twenty-five (25) feet and a maximum of fifty (50) feet on center.
- C. No street tree shall be planted in conflict with drainage or utility easements or structures, underground detention (unless so designed for that purpose). However, where the logical location of proposed utilities would compromise the desired effect, the Developer may solicit the aid of the City’s Urban Forester in mediating an alternative.

Section 6.4. Perimeter Landscaping Adjacent to Public Right-of-Way. Perimeter landscaping along the perimeter abutting rights -of -way shall be provided pursuant to this section. Perimeter landscaping shall not be planted within the public right -of -way. Perimeter landscaping shall be pursuant to Chapter 26.04 of the Zoning Ordinance. A Type D Bufferyard shall be provided with a minimum yard width of 20 feet and a three (3) foot high mound a minimum of 60 percent of the length of the required bufferyard. The bufferyard shall be planted with a minimum of five (5) shade trees, five (5) ornamental trees, and 27 shrubs per one hundred linear foot increment. Evergreen trees may substitute in lieu of shrubbery on a 1:3 basis (one (1) conifer equals three (3) shrubs.) Landscaping within adjacent Common Areas and existing Tree Preservation Areas may be used toward the bufferyard requirement as approved by the Urban Forester. Where a Common Area containing a pond abuts the public right-of-way, the bufferyard shall be planted with a minimum of three (3) shade trees per one hundred linear foot increment.

Section 6.5. Perimeter Landscaping Not Adjacent to Public Right-of-Way. The bufferyard types shall be pursuant to Chapter 26.04 of the Zoning Ordinance. A Type B Bufferyard shall be provided with a minimum yard width of ten (10) feet. The bufferyard shall be planted with a minimum of three (3) shade trees, three (3) ornamental trees, and 15 shrubs per one hundred linear foot increment. Evergreen trees may substitute in lieu of shrubbery on a 1:3 basis (one (1) conifer equals three (3) shrubs.) Where Common Areas or Lots abut a common area with a pond on the neighboring property, the bufferyard shall be planted with a minimum of three (3) shade trees per one hundred linear foot increment. In Common Areas greater than one and one-half acres in size no bufferyard planting shall be required if at least 80 percent of said Common Area is planted with wildflowers and a minimum of 5 shade trees.

Section 6.6. Foundation and Lot Plantings.

- A. Design Intent. Foundation and lot plantings are used to:
  - (i) Soften the architectural lines of Buildings.

- (ii) Frame the primary views to Buildings and public spaces.
- (iii) Blend architectural designs with the landscape design.

Landscaping shall be designed to appropriately complement a Building's use, set back, height, and architectural features. Window boxes for flowers and planters on front stoops and sidewalks are encouraged in areas where landscaping cannot be installed at the foundation of a Building due to the Building's proximity to a sidewalk, path, street, right-of-way or easement.

B. Single-Family Dwellings. The following planting requirements apply to all Single-family Dwellings:

- (i) All lots shall be required to plant two (2) trees in the front yard. If there is not sufficient area for both trees to be placed in the front yard, then one of the required trees may be planted in a side yard as approved by Urban Forester.
- (ii) All lots shall have a minimum of seven (7) shrubs and /or ornamental grasses along the foundation facing a street. Corner lots shall install seven (7) shrubs per side facing a street.

**Section 7. Permitted Uses and Maximum Unit Limitation.** Only Single Family Dwellings, Model Homes, and residential accessory structures permitted in the S-1 Residence District by the Zoning Ordinance shall be permitted within the District. The total number of Dwellings shall not exceed thirty-eight (38).

**Section 8. Homeowners Association and Declaration of Covenants.** Declarations of Covenant(s) shall be prepared by the Controlling Developer and recorded with the Recorder of Hamilton County, Indiana.

**Section 9. Approval Process.**

**Section 9.1. Approval or Denial of the Primary Plat /Development Plan.**

- A. Concept Plan/Primary Plat. The Concept Plan/Primary Plat has been reviewed and approved by the Commission, and constitutes the approved primary plat and, as such, the Developer shall not be required to return the Commission for primary plat approval.

- B. Secondary Plat Approval. The Director shall have sole and exclusive authority to approve, with or without conditions, or to disapprove any Secondary Plat; provided, however, that the Director shall not unreasonably withhold or delay the Director's approval of a Secondary Plat that is in substantial conformance with the Concept Plan/Primary Plat and is in conformance with the Development Requirements of this Hadley Grove Ordinance. If the Director disapproves any Secondary Plat, the Director shall set forth in writing the basis for the disapproval and schedule the request for hearing before the Commission.

Section 9.2. Modification of Development Requirements.

- A. Changes that shall require amendment of this Hadley Grove Ordinance through the standard rezone process include changes that alter the concept or intent of the PUD including:
- (i) Increases in density or intensity;
  - (ii) Changes in the proportion or allocation of land uses;
  - (iii) Changes in the list of approved uses;
  - (iv) Changes in the locations of uses; and/or
  - (v) Changes in the functional uses of open space, where such change constitutes an intensification of use of the open space.
  - (vi) Any quantity changes – either individually or in the aggregate – that create a ten percent (10%) or greater change from the Development Requirements.
- B. Any Development Requirements (other than those specified in Section 9.2.A) may be modified by the Director, acting as a hearing examiner, after a public hearing held in accordance with the Commission's Rules of Procedure. However, any decision of the Director which approves or denies any requested modifications may be appealed by any interested party to the Commission, also in accordance with the Commission's Rules of Procedure.
- C. Any proposed modification of the Development Requirement shall comply with the following guidelines:
- (i) The modification shall be in harmony with the purpose and intent of this Hadley Grove Ordinance.

- (ii) The modification shall not have an adverse impact on the physical, visual, or spatial characteristics of the Hadley Grove District.
  - (iii) The modification shall not have an adverse impact on the streetscape and neighborhood or abutting properties.
  - (iv) The modification shall not result in configurations of lots or street systems which shall be unreasonable or detract materially from appearance of Hadley Grove District.
  - (v) The minimum standards regarding lot size, rear yard setbacks, size and number of bufferyard plantings, and acres of Open Space shall not be reduced below the requirements of this Hadley Grove Ordinance.
  - (vi) The permitted uses and maximum number of Dwellings shall not be increased above the limits specified in this Hadley Grove Ordinance.
- D. When applying the Development Requirements, the Director shall carefully weigh the specific circumstances surrounding the modification petition and strive for development solutions that promote the spirit, intent and purposes of this Hadley Grove Ordinance.
- E. If the Director determines that the proposed modification will not have an adverse impact on development in Hadley Grove District or the abutting properties, it shall grant a modification of the Development Requirements. In granting modifications, the Director may impose such conditions as will, in its reasonable judgment, secure the objectives and purposes of the Hadley Grove Ordinance.

Section 10. Controlling Developer's Consent. Without the written consent of the Controlling Developer, no other developer, user, owner, or tenant may obtain any permits or approvals, whatsoever, with respect to the Real Estate or any portion thereof and, as such, and by way of example but not by limitation, none of the following may be obtained without the approval and consent of the Controlling Developer.

- A. Improvement location permits for any improvements within the Real Estate;
- B. Sign permits for any signs within the Real Estate;
- C. Building permits for any buildings within the Real Estate;

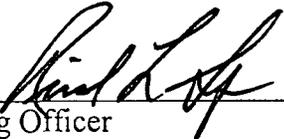
- D. Secondary plat approval for any part of the Real Estate; and
- E. Any text amendments or other variations to the terms and conditions of this Hadley Grove Ordinance.

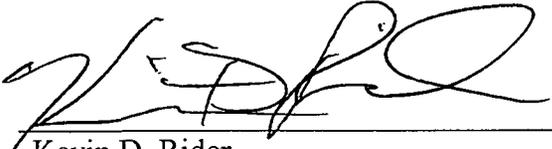
Section 11. Signage. A monument sign as depicted in Exhibit 6 will be constructed at the entrance to the District from Main Street (formerly 131<sup>st</sup> Street) as approved by the Director. Illumination of said sign shall be from a source external to such signage and shall meet the requirements of Article 25.07 of the Zoning Ordinance.

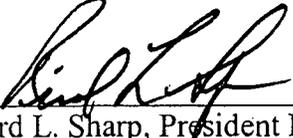
*The remainder of this page is left blank intentionally.  
Signatures appear on the following page.*

PASSED by the Common Council of City of Carmel, Indiana this 15<sup>th</sup> day of April, 2013, by a vote of 7 ayes and 0 nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

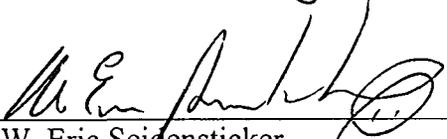
  
\_\_\_\_\_  
Presiding Officer

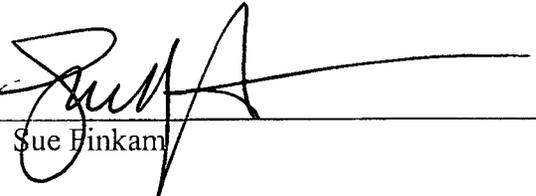
  
\_\_\_\_\_  
Kevin D. Rider

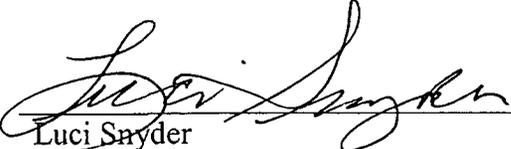
  
\_\_\_\_\_  
Richard L. Sharp, President Pro Tempore

  
\_\_\_\_\_  
Carol Schleif

  
\_\_\_\_\_  
Ronald E. Carter

  
\_\_\_\_\_  
W. Eric Seidensticker

  
\_\_\_\_\_  
Sue Finkam

  
\_\_\_\_\_  
Luci Snyder

ATTEST:

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk/Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this 16<sup>th</sup> day of April, 2013, at 11:34 A.M.

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk/Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this 24<sup>th</sup> day of April, 2013, at 1:38 P.M.

  
\_\_\_\_\_  
James Brainard, Mayor

ATTEST:

  
\_\_\_\_\_  
Diana L. Cordray, IAMC, Clerk-Treasurer

This Instrument prepared by: Bryan D. Stumpf, 7378 N 550 E, Lebanon, IN 46052

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. Bryan D. Stumpf

**Exhibit 1**  
**Legal Description**

**EXHIBIT 1**  
**LEGAL DESCRIPTION**

Part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana, described as follows:

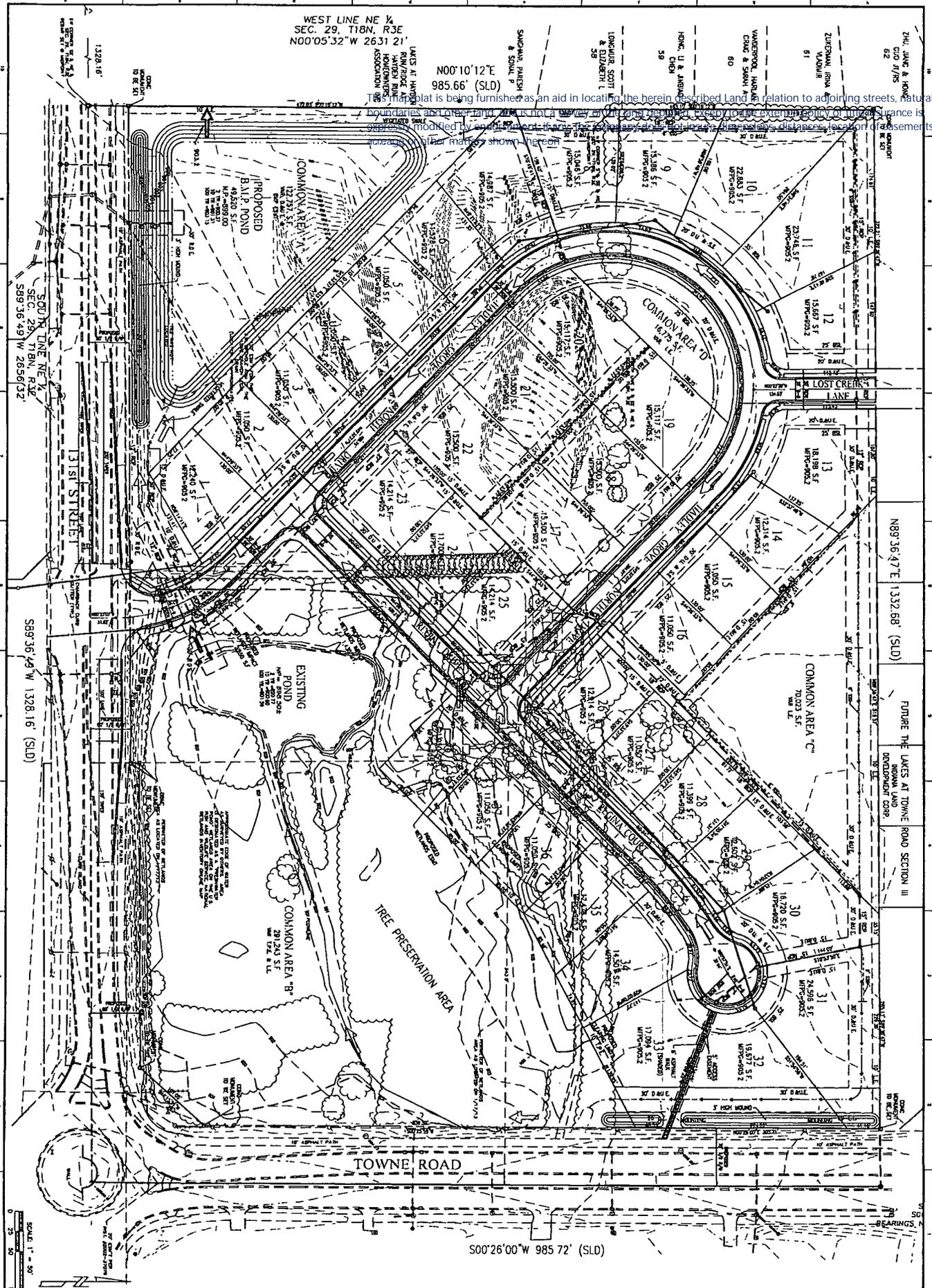
**BEGINNING** at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 18 North, Range 3 East, Second Principal Meridian, Clay Township, Hamilton County, Indiana; thence South 89 degrees 36 minutes 49 seconds West (basis of bearing is North 00 degrees 26 minutes 00 seconds East [NAD83 Indiana State Plane Coordinates – East Zone] on the East line of said Northeast Quarter) a distance of 1328.16 feet on the South line of the Southeast Quarter of said Northeast Quarter to the Southwest corner of the Southeast Quarter of said Northeast Quarter; thence North 00 degrees 10 minutes 12 seconds East 985.66 feet on the West line of the Southeast Quarter of said Northeast Quarter to the North line of the real estate described in Instrument No. 2012017794 in the Office of the Recorder of Hamilton County; thence North 89 degrees 36 minutes 47 seconds East 1332.68 feet on the North line of the real estate described in said Instrument No. 2012017794 to the East line of said Northeast Quarter; thence South 00 degrees 26 minutes 00 seconds West 985.72 feet on the East line of said Northeast Quarter to the **BEGINNING POINT**, containing 30.103 acres, more or less.

**Exhibit 2**  
**Concept Plan/Primary Plat**



WEST LINE NE 1/4  
 SEC. 29, T18N, R3E  
 N00°05'32"W 2631.21'

N00°10'12"E  
 985.66' (SLD)



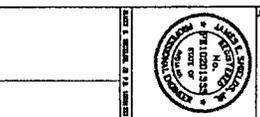
SOUTH LINE NE 1/4  
 SEC. 29, T18N, R3E  
 S89°36'49"W 2656.132'

S89°36'49"W 1326.16' (SLD)

SCALE 1" = 30'

PROJECT NO. C002  
 DRAWING NO. W120389

PREPARED FOR:  
**HADLEY GROVE**  
 M/I HOMES INDIANA  
**PRIMARY PLAT**



DATE	BY	PROJECT FILE
01/11/2012	WJH	W120389
DATE	BY	PROJECT FILE
01/11/2012	WJH	W120389
DATE	BY	PROJECT FILE
01/11/2012	WJH	W120389

**WEIHE ENGINEERS**  
 Land Surveying | Civil Engineering  
 Landscape Architecture

10505 N College Avenue  
 Indianapolis, Indiana 46280  
 weibe.net  
 317 | 846-0011  
 800 | 452-640X  
 317 | 843-0546 fax  
 ALL RIGHTS RESERVED © 2012

PLAT IS BEING FURNISHED AS AN AID IN LOCATING THE HEREIN DESCRIBED LAND IN RELATION TO ADJOINING STREETS, NATURAL BOUNDARIES AND OTHER LAND, AND IS NOT A WARRANTY OF ANY KIND. THE USER OF THIS PLAT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDING THIS PLAT IN THE APPROPRIATE PUBLIC RECORDS.

**Exhibit 3**  
**Home Mix Guidelines**

**EXHIBIT 3**  
**HOME MIX GUIDELINES**

- (1) **No duplication** of the same plan is permitted on sites next to each other in either direction or directly across the street.
- (2) **No duplication** of elevation is permitted within two sites on the same side of the street, or on the three sites across the street.
- (3) **No duplication** of colors (brick, siding, and front door in combination) on the two closest sites in any direction or on the three sites across the street.

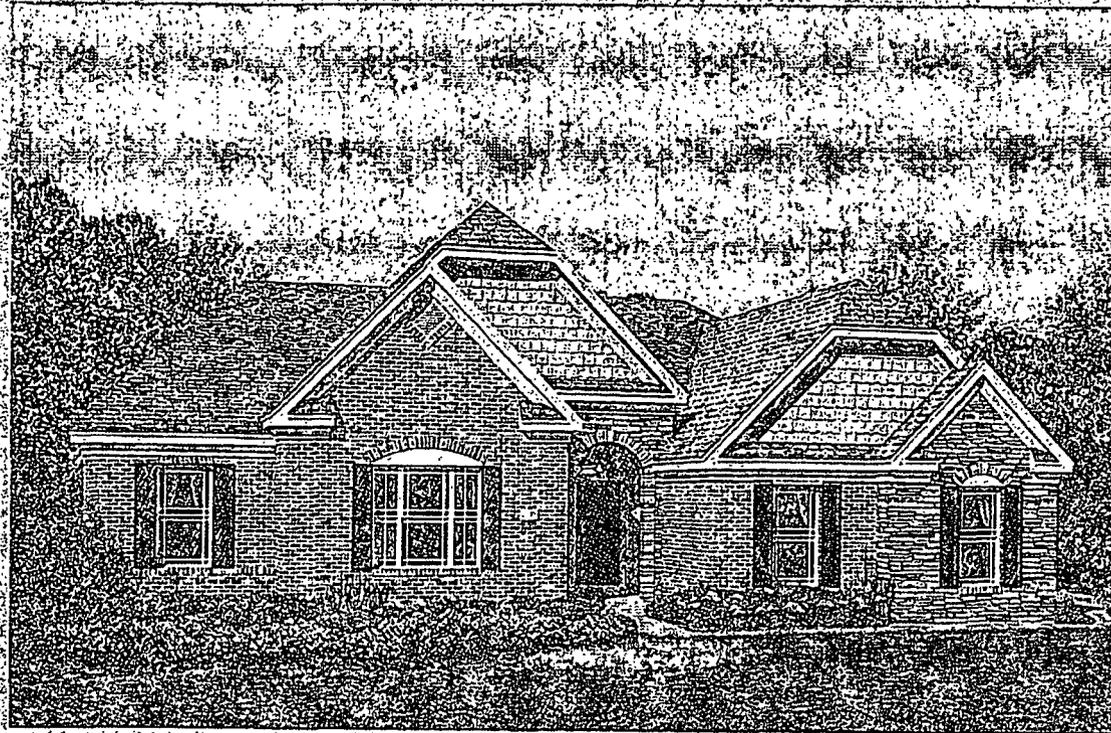
Home mix guidelines are established to generally depict a normal ratio and frequency of individual plans, elevations and color schemes.

<b>1</b>	<b>Elevation 2  Color</b>	<b>Elevation 3 Plan Color</b>	<b>Elevation 4 Plan Color</b>	<b>Elevation 5 Plan Color</b>	<b>Elevation 6  Color</b>	<b>7</b>
<b>street</b>						
<b>8</b>	<b>9</b>	<b>Elevation 10  Color</b>	<b>Elevation 11 Plan Color</b>	<b>Elevation 12  Color</b>	<b>13</b>	<b>14</b>

**Exhibit 4**  
**Architectural Character of Homes**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

# The Monterey



Elevation C shown with optional side-load garage

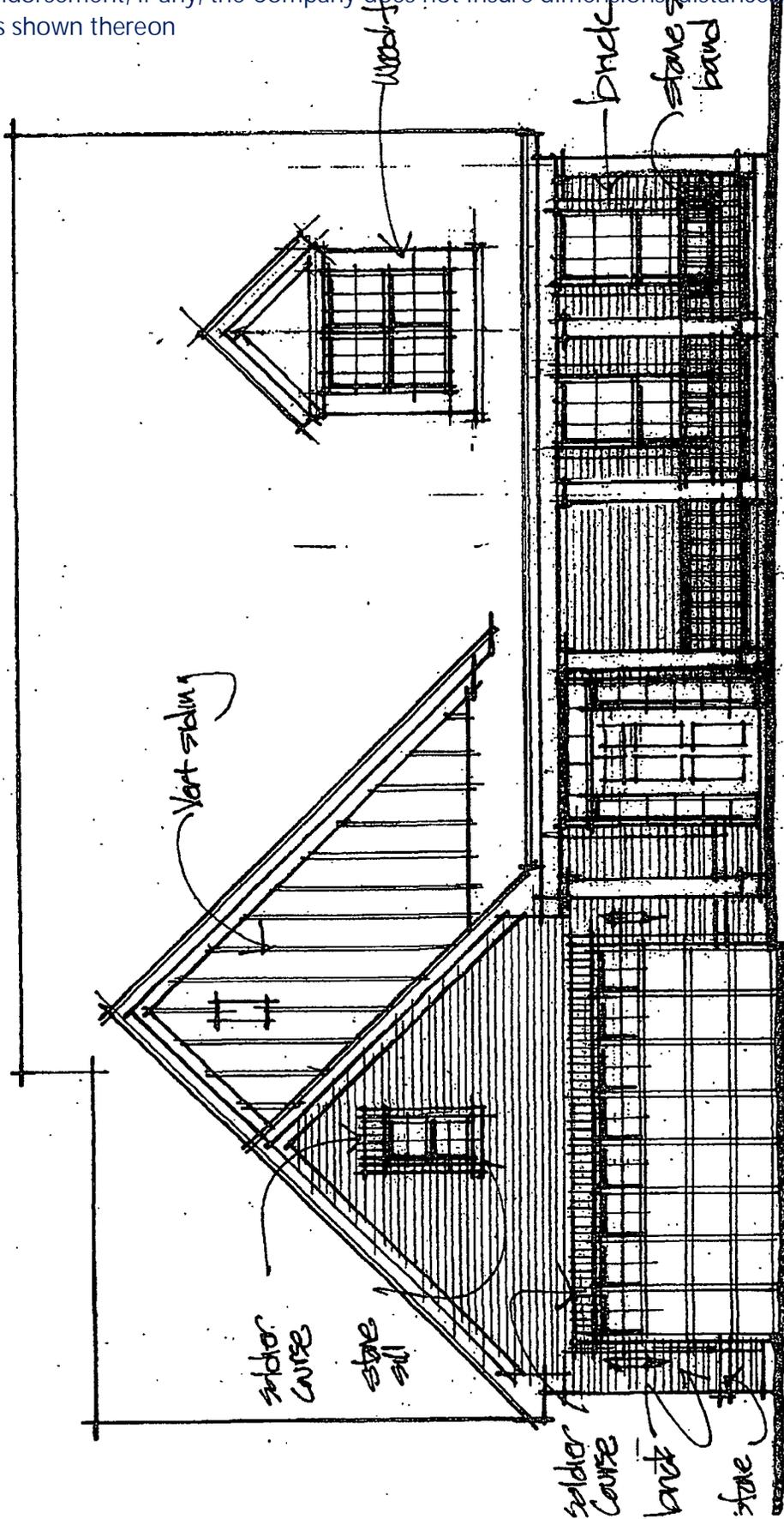


Elevation A shown with optional brick wrap and side-load garage



Elevation B shown with optional brick wrap and side-load garage

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon



October 04, 2012

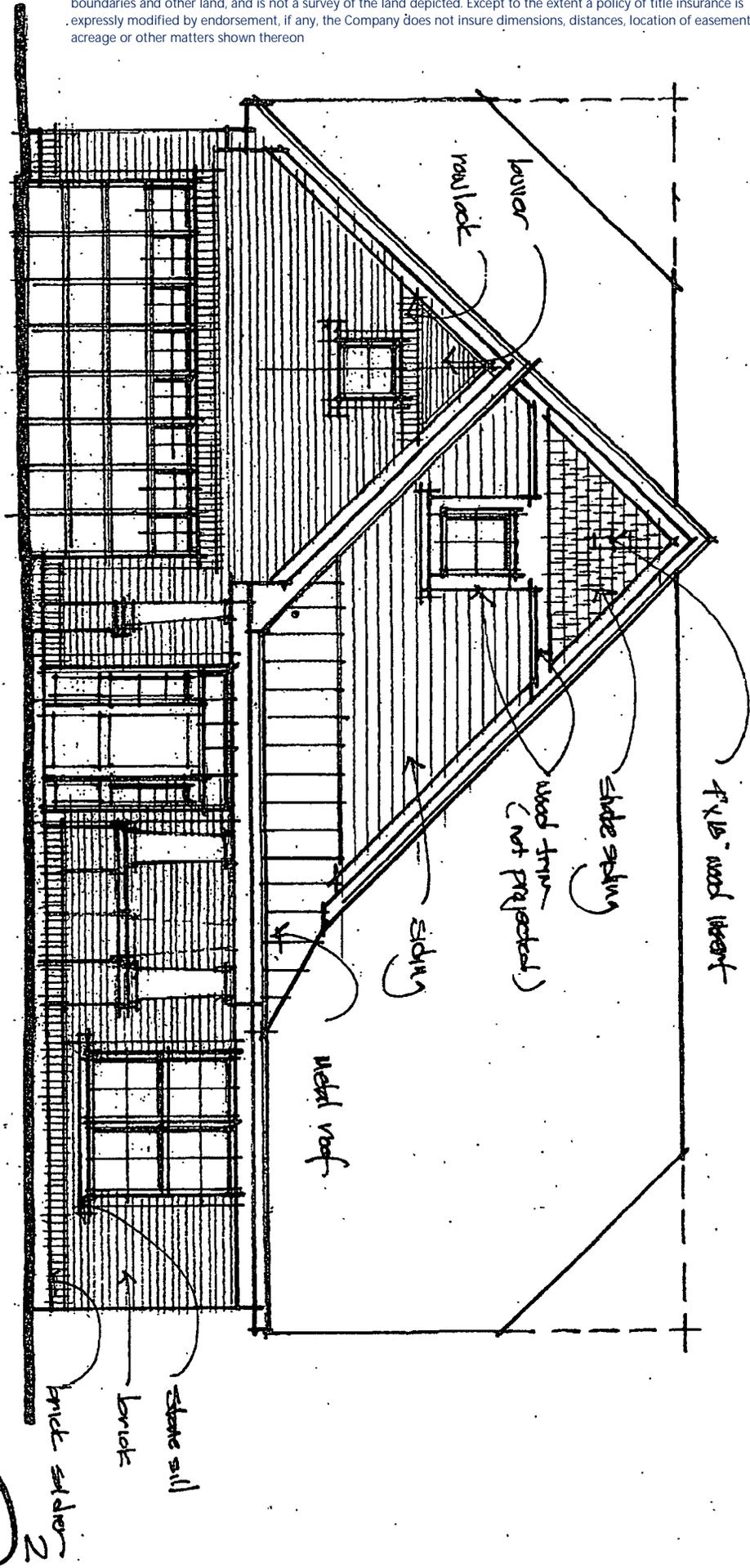
©2012 VMT HOMER

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

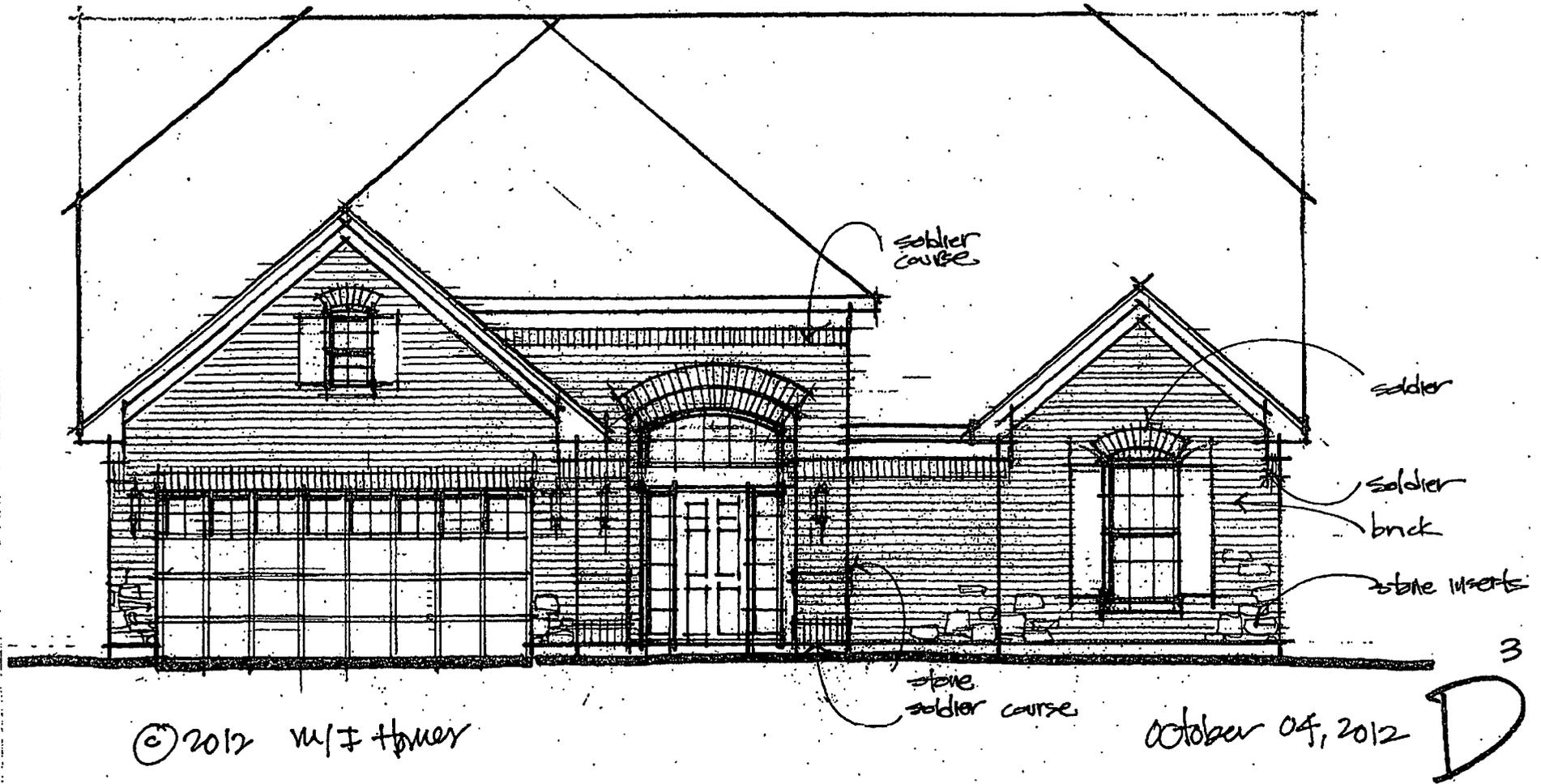
© 2012 W/F Hawley

October 04, 2012

D



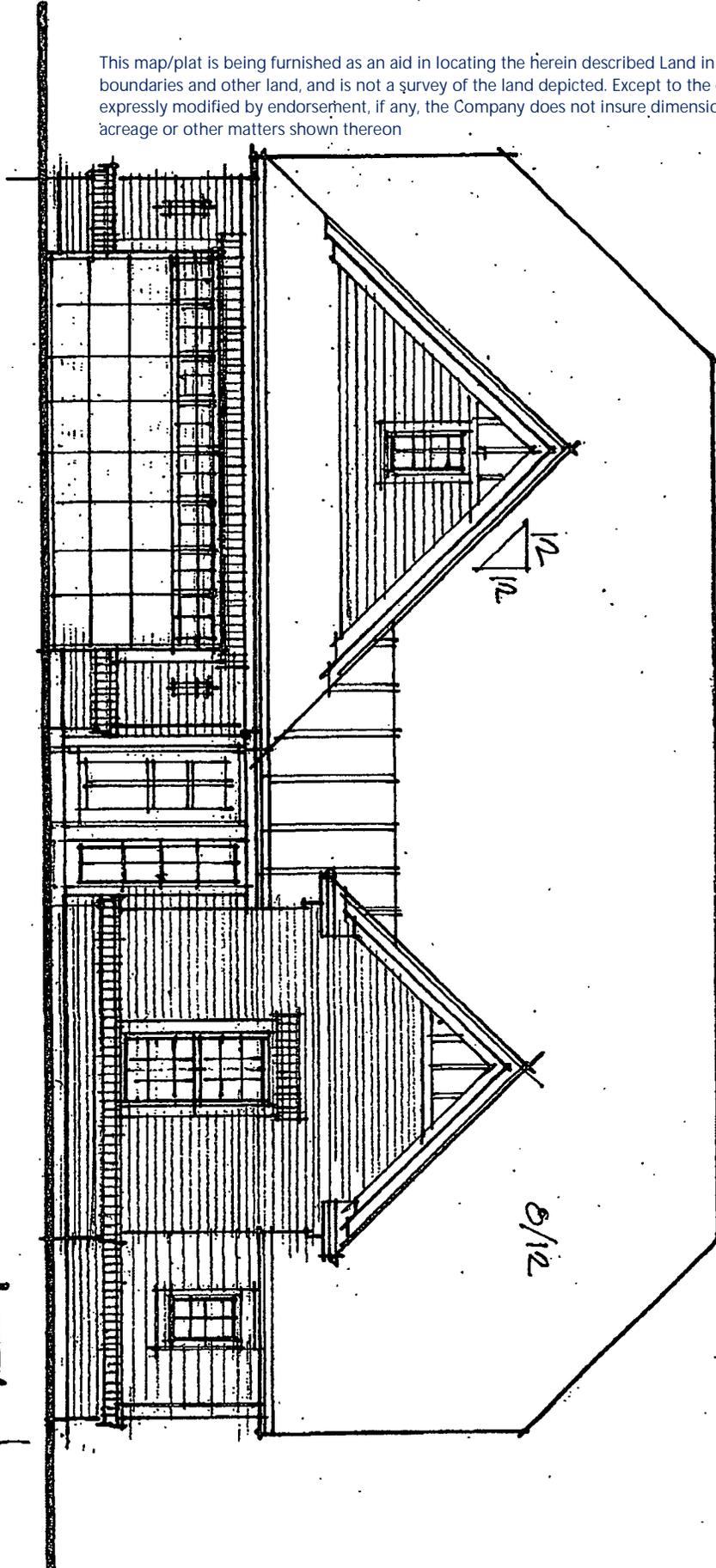
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon



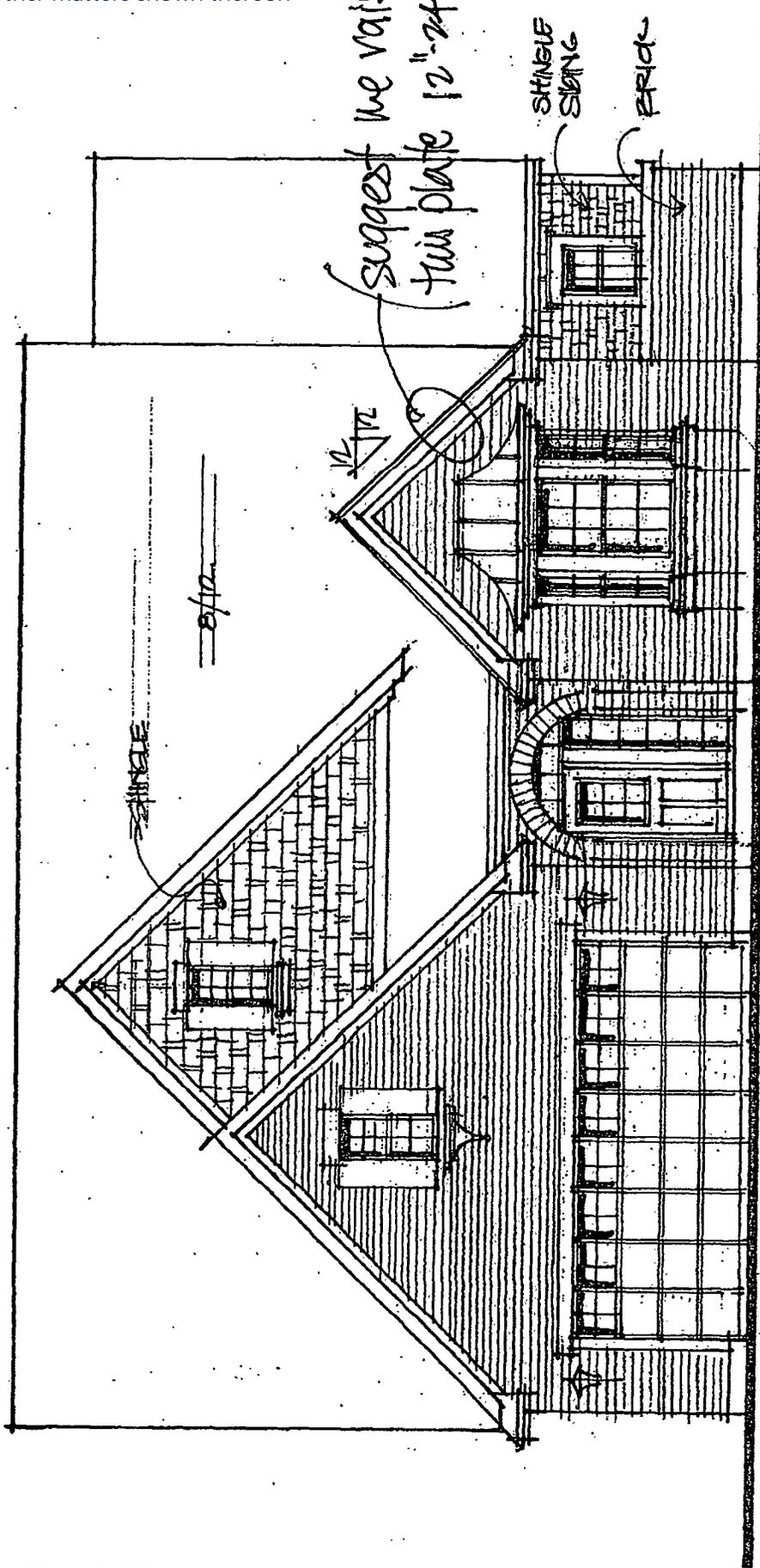
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

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October 04, 2012.



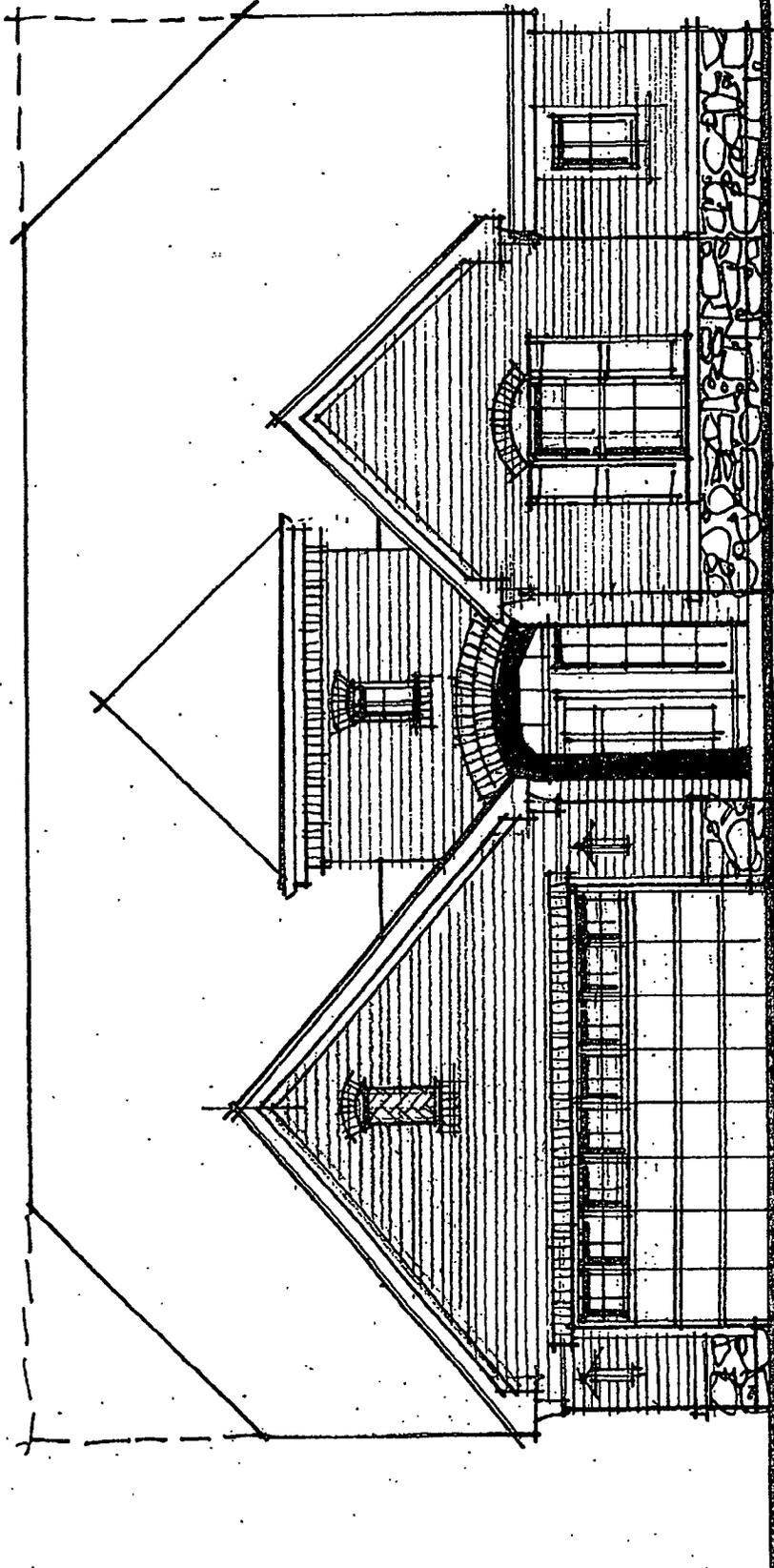
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October 04, 2012

©2012 WJF Homer

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

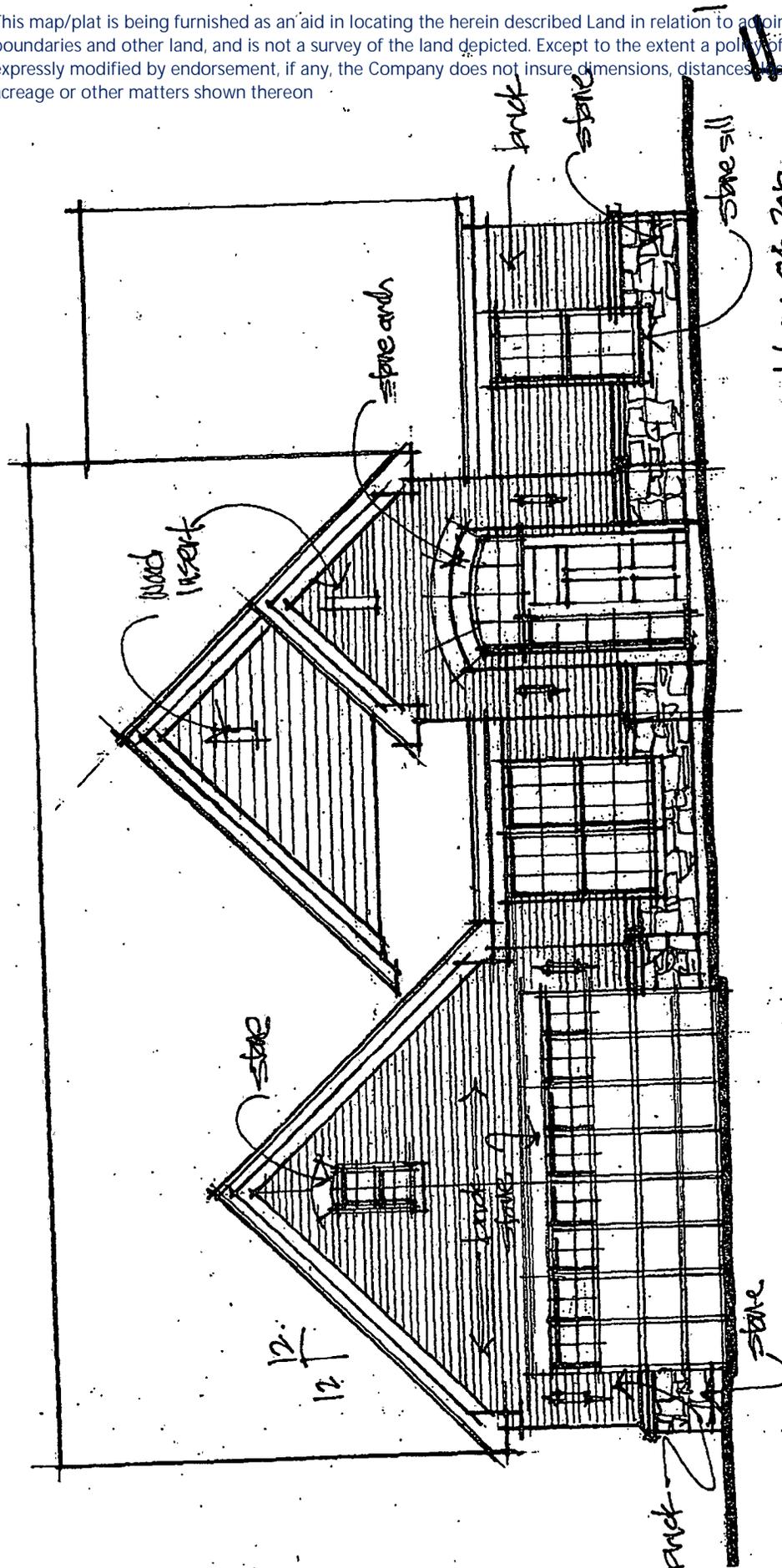


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EJ

October 04, 2012

©2012 WJHanner

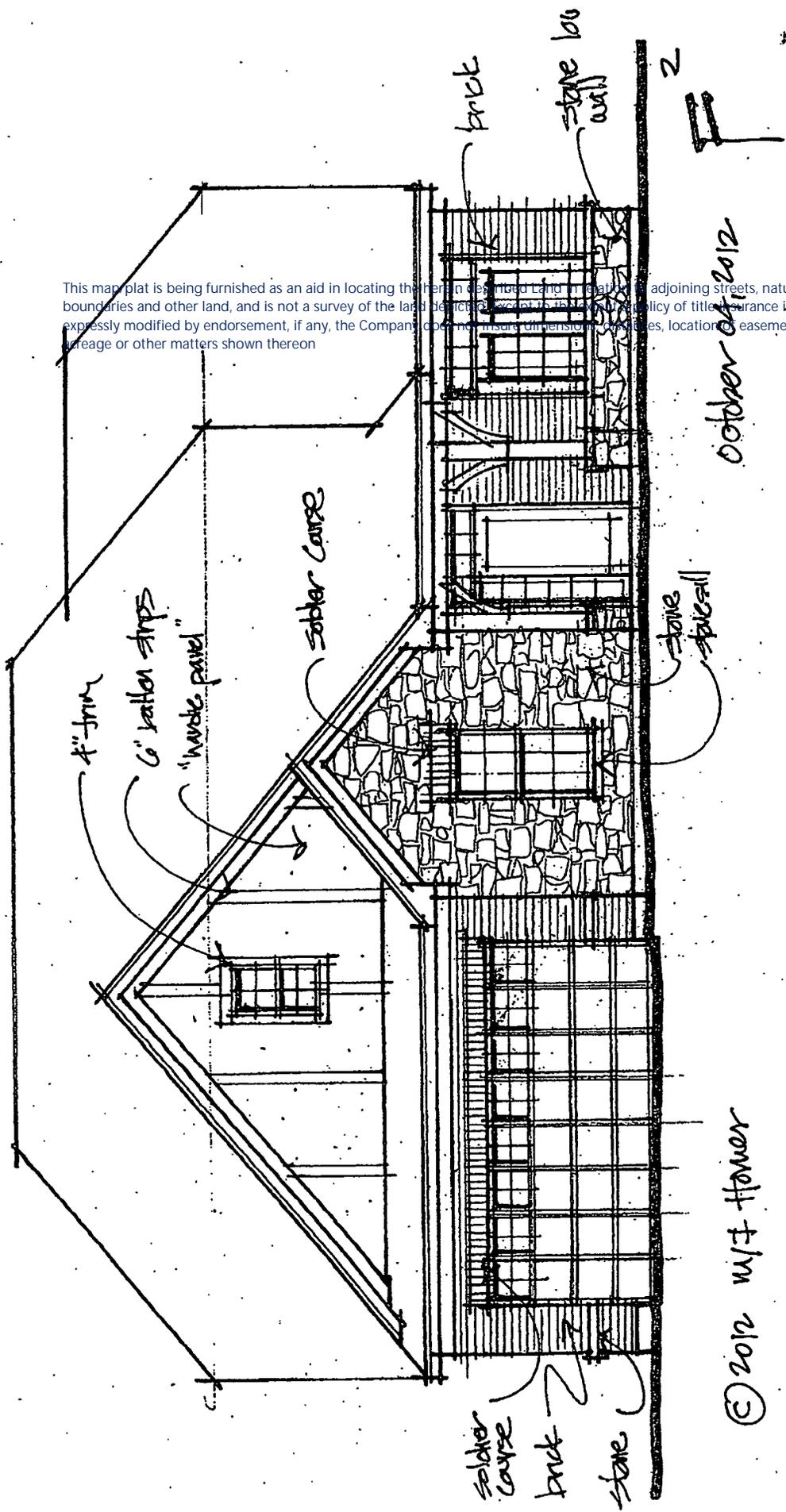
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October 04, 2012.

© 2012 W.F. HANCOCK

This map plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted except to the extent that the policy of title insurance is expressly modified by endorsement, if any, the Company's policy of title insurance does not measure dimensions, areas, location, easements, acreage or other matters shown thereon.



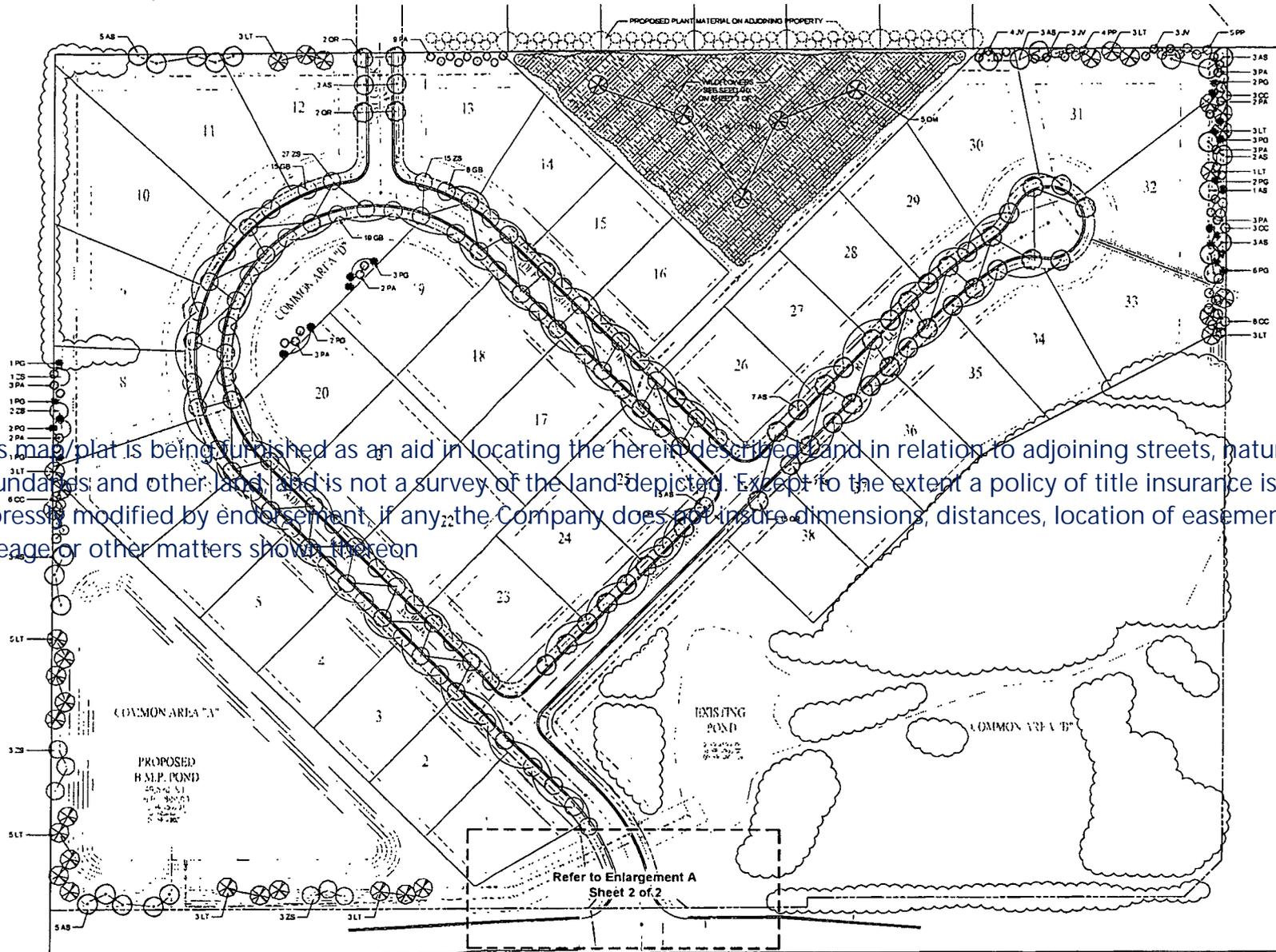


**Exhibit 5**  
**Landscape Plan**

11th Street  
DEVELOPMENT

HADLEY GROVE  
Carmel, Indiana

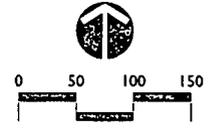
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Refer to Sheet 2 of 2 For Plant Schedule

LANDSCAPE PLAN

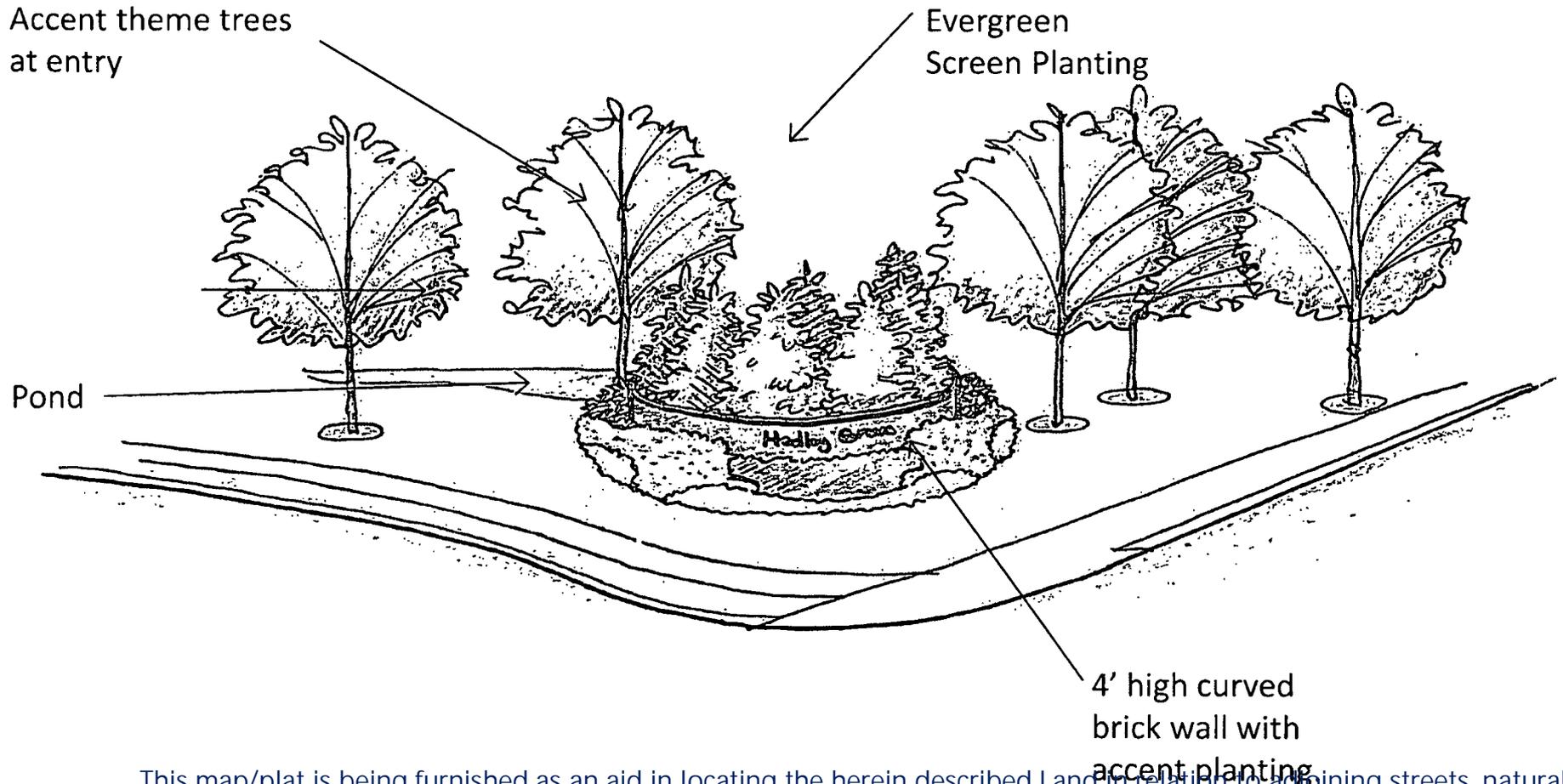
Sheet 1 of 2  
January 29, 2013





**Exhibit 6**  
**Conceptual Entry Monument**

**EXHIBIT 6**  
**CONCEPTUAL ENTRY MONUMENT**

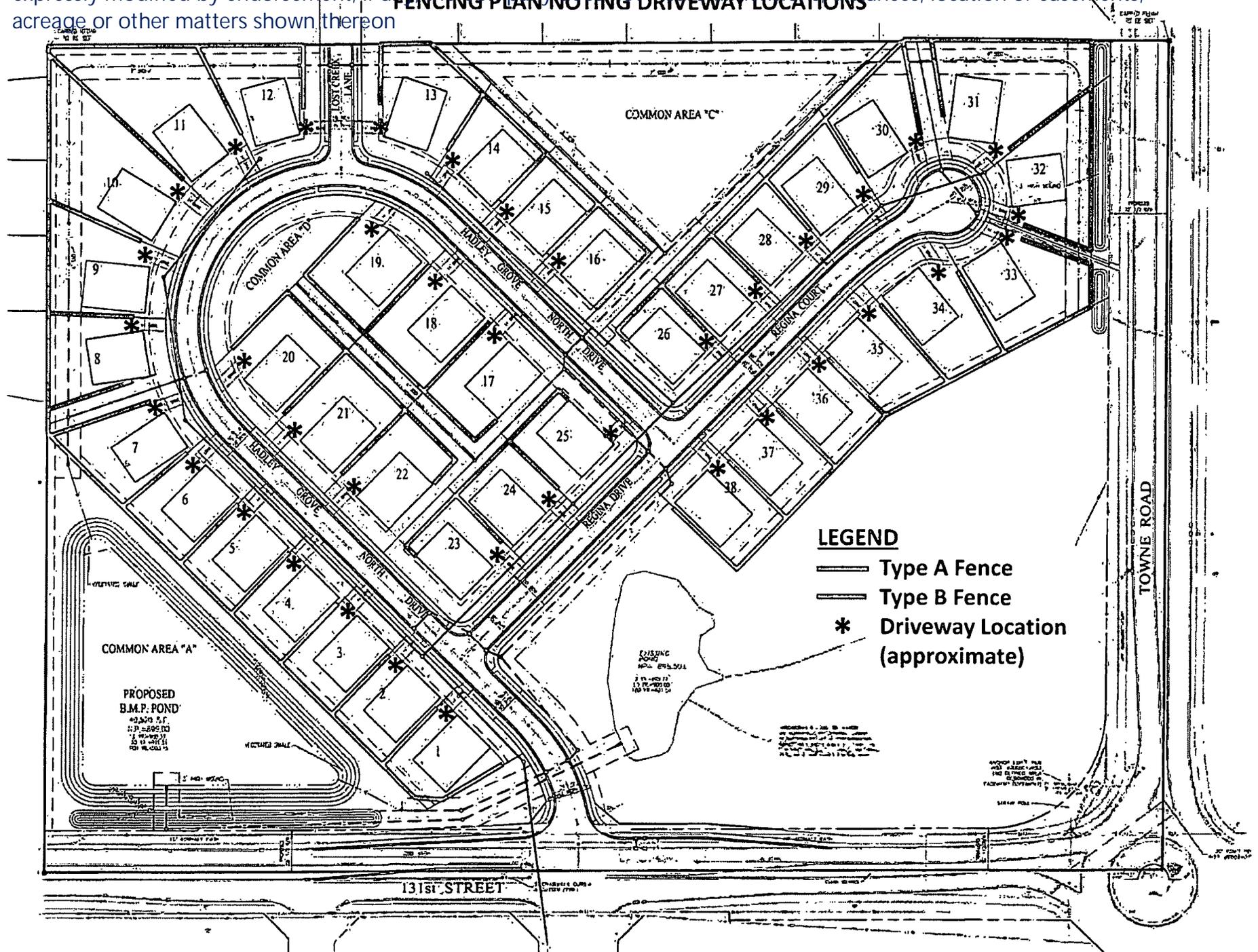


This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

**Exhibit 7**  
**Fencing Plan Noting Driveway Locations**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted EXCEPT to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

**EXHIBIT 7  
FENCING PLAN NOTING DRIVEWAY LOCATIONS**



**CERTIFICATION  
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION  
ON THE PETITION OF THE CITY OF CARMEL  
TO AMEND THE ZONING ORDINANCE  
PURSUANT TO INDIANA CODE 36-7-4-605**

**ORDINANCE Z-572-13**

**Rezoning of 30 acres from S-1/Residence to PUD/Planned Unit Development  
Located at the northwest corner of Main St. and Towne Rd.**

**To: The Honorable Common Council  
Of the City of Carmel  
Hamilton County, Indiana**

Dear Members:

The Carmel Plan Commission offers you the following report on the application (**Docket No. 12100017 Hadley Grove PUD Rezone**) to rezone 30 acres to PUD/Planned Unit Development, petitioning the Commission for a favorable recommendation to rezone From S-1 Residence to PUD/Planned Unit Development:

The Carmel Plan Commission's recommendation on the petition is **'Favorable.'**

At its regularly scheduled meeting of February 19, 2013, the Carmel Plan Commission voted Ten (10) in Favor, Zero (0) Opposed, Zero (0) Abstaining, (1) Absent to forward to the Common Council the proposed **Ordinance No. Z-572-13** with a **"Favorable Recommendation."**

Please be advised that by virtue of the Plan Commission's **Favorable** Recommendation, pursuant to IC 36-7-4-608(f), the Council has ninety (90) days to act on this petition before it becomes effective as Certified by the Commission. Ninety days from the date of the Certification is Tuesday, May 21, 2013.

CARMEL PLAN COMMISSION

BY: Steve Stromquist / em  
Steve Stromquist, President

ATTEST:

Lisa Motz  
Lisa Motz, Secretary  
Carmel Plan Commission

Dated: February 20, 2013

2013 FEB 21 11:09 AM

PUBLISHER'S AFFIDAVIT

State of Indiana )  
 ) ss:  
Hamilton County )

Personally appeared before me, a notary public in and for said county and state, the undersigned Tim Timmons who, being duly sworn, says that he is Publisher of The Times newspaper of general circulation printed and published in the English language in the city of Noblesville in state and county afore-said, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time(s), the date(s) of publication being as follows:

3/11/2013



Subscribed and sworn to before me this Monday, March 11, 2013.

\_\_\_\_\_  
Notary Public

My commission expires: 05/28/2020  
Jennifer Louise May  
Resident of Marion County

Publisher's Fee: \$59.50



NOTICE OF PUBLIC HEARING BEFORE THE  
CARMEL COMMON COUNCIL  
ORDINANCE Z-572-13: HADLEY GROVE PUD REZONE.  
Notice is hereby given that the Carmel Common Council meeting on Monday, April 15, 2013, at 6:00 p.m. in the City Hall Council Chambers, 1 Civic Square, Carmel, Indiana 46032, will hold a Public Hearing upon a Rezone/PUD application to rezone approximately 30 acres at the northwest corner of Towne Road and 131st Street from the S-1/Residence District to PUD/Planned Unit Development to permit a residential subdivision.  
The property address is: 2424 West 131st Street, Carmel, Indiana.  
The application is identified as Ordinance Z-572-13: Hadley Grove PUD Rezone.  
The real estate affected by said application is described as follows:  
Tax ID parcel numbers 17-09-29-00-06-010.000 and 17-09-29-00-00-011.000.  
All interested persons desiring to present their views on the above application either in writing or verbally, will be given an opportunity to be heard at the above mentioned time and place.  
Petitioner name: M/I Homes of Indiana, LP  
Contact Person: Bryan Stumpf  
11th Street Development  
7378 N 550 E  
Lebanon, IN 46052  
(317) 721-8279  
bstumpf@11thStreetDevelopment.com

**CERTIFICATION  
OF THE CARMEL PLAN COMMISSION'S RECOMMENDATION  
ON THE PETITION OF THE CITY OF CARMEL  
TO AMEND THE ZONING ORDINANCE  
PURSUANT TO INDIANA CODE 36-7-4-605**

2013 MAY 30 P 2:47

ORDINANCE Z-572-13 (As Amended): HADLEY GROVE PUD.  
Rezoning of 30 acres to PUD/Planned Unit Development from S-1/Residence  
Located at 2424 W. 131<sup>st</sup> Street

**To: The Honorable Common Council  
Of the City of Carmel  
Hamilton County, Indiana**

Dear Members:

The Carmel Plan Commission offers you the following report on the **amendments** to the petition (Docket No. 12100017 Hadley Grove PUD Rezone) to rezone 30 acres to PUD/Planned Unit Development:

The Carmel Plan Commission **DISAPPROVES** the amendments.

At a meeting of the Plan Commission Executive Committee on May 29, 2013, the Committee voted Four (4) in Favor, Zero (0) Opposed, to forward to the Common Council **Ordinance Z-572-13 As Amended** with a “Disapproval” of the amendments, due to the following reasons:

1. The Commission approves all amendments made by Council, except the changes made in Section 9.2 of the PUD; the Commission **suggests the following revisions to Sections 9.2.A and 9.2.B to read as follows:**

Section 9.2. Modification of Development Requirements.

A. Changes that shall require amendment of this Hadley Grove Ordinance through the standard rezone process include changes that alter the concept or intent of the PUD including:

- i) Increases in density or intensity;
- ii) Changes in the proportion or allocation of land uses;
- iii) Changes in the list of approved uses;
- iv) Changes in the locations of uses; and/ or
- v) Changes in the functional uses of open space, where such change constitutes an intensification of use of the open space.
- vi) Any quantity changes— either individually or in the aggregate— that create a ten percent (10%) or greater change from the Development Requirements. shall be approved by the City Council.

B. Any Development Requirements (other than those specified in Section 9.2.A) may be modified by the Director, acting as a hearing examiner, after a public hearing held in accordance with the Commission's

Rules of Procedure. However, any decision of the Director which approves or denies any requested modifications may be appealed by any interested party to the Commission, also in accordance with the Commission's Rules of Procedure.

Please be advised that by virtue of the Plan Commission's **Disapproval and Recommendation** of further amendments, the Council has 45 days to accept the Commission's further recommendations or to confirm its original vote on Z-572-13 As Amended, pursuant to IC 36-7-4-607(e)(4)(B). Forty-five days from the date of this Certification (May 30, 2013) is Sunday, **July 14, 2013**.

CARMEL PLAN COMMISSION

BY: Steven R. Stromquist / em  
Steven. R. Stromquist, President

ATTEST:

Lisa Motz  
Lisa Motz, Secretary  
Carmel Plan Commission

Dated: May 30, 2013

2013 MAY 30 P 2:47

*This is a redline copy of changes made by Common Council to Section 9.2 of the Hadley Grove PUD ordinance text.*

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B. Secondary Plat Approval. The Director shall have sole and exclusive authority to approve, with or without conditions, or to disapprove any Secondary Plat; provided, however, that the Director shall not unreasonably withhold or delay the Director's approval of a Secondary Plat that is in substantial conformance with the Concept Plan/Primary Plat and is in conformance with the Development Requirements of this Hadley Grove Ordinance. If the Director disapproves any Secondary Plat, the Director shall set forth in writing the basis for the disapproval and schedule the request for hearing before the Commission.

Section 9.2. Modification of Development Requirements.

A. Changes that shall require amendment of this Hadley Grove Ordinance through the standard rezone process include changes that alter the concept or intent of the PUD including:

- (i) Increases in density or intensity;
- (ii) Changes in the proportion or allocation of land uses;
- (iii) Changes in the list of approved uses;
- (iv) Changes in the locations of uses; and/or
- (v) Changes in the functional uses of open space, where such change constitutes an intensification of use of the open space.

B. Any quantity changes – either individually or in the aggregate – that create a ten percent (10%) or greater change from the Development Requirements shall be approved by the City Council. ~~Modification of the Development Requirements, requested by the Controlling Developer, may be approved the Plan Commission or committee designated by the Commission, after a public hearing held in accordance with the Commission's Rules of Procedure. However, any decision of a committee which denies any requested modification may be appealed by the party requesting approval to the Commission, also in accordance with the Commission's Rules of Procedure.~~

C. Any proposed modification of the Development Requirement shall comply with the following guidelines:

ADOPTED by the Common Council of the City of Carmel, Indiana this 3<sup>rd</sup> day of June 2013, by a vote of 6 ayes and 0 nays.

COMMON COUNCIL FOR THE CITY OF CARMEL

[Signature]  
Presiding Officer

[Signature]  
Kevin D. Rider

[Signature]  
Richard L. Sharp, President Pro Tempore

[Signature]  
Carol Schleif

NOT PRESENT  
Ronald E. Carter

[Signature]  
W. Eric Seidensticker

[Signature]  
Sue Finkam

[Signature]  
Luci Snyder

ATTEST:

[Signature]  
Diana L. Cordray, IAMC, Clerk-Treasurer

Presented by me to the Mayor of the City of Carmel, Indiana this 4<sup>th</sup> day of June 2013, at 11:08 A.M.

[Signature]  
Diana L. Cordray, IAMC, Clerk-Treasurer

Approved by me, Mayor of the City of Carmel, Indiana, this 5<sup>th</sup> day of June 2013, at 10:40 A.M.

[Signature]  
James Brainard, Mayor

ATTEST:

[Signature]  
Diana L. Cordray, IAMC, Clerk-Treasurer

# Memo

May 30, 2013

Re: Proposed add-on: ORDINANCE Z-572-13 (As Amended): HADLEY GROVE PUD.

I am proposing to add this Plan Commission Re-Certification of ORDINANCE Z-572-13 (As Amended): HADLEY GROVE PUD to our agenda, as its timeline is very sensitive relating to State Statute timelines and deadlines.

I have asked the Clerk Treasurers' office to distribute this add on to the Mayor, members of the Council,  
and the news media.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Kevin Rider", with a stylized flourish at the end.

Kevin "Woody" Rider