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**ORDINANCE NO. 082018A**

**AN ORDINANCE AMENDING THE TEXT OF THE  
SOUTHWEST CORNER 116<sup>TH</sup> / OLIO ROAD PUD OF FISHERS, INDIANA**

THIS ORDINANCE No. 082018A (The "Third Amendment to the Southwest Corner 116th/Olio Road PUD) IS AN ORDINANCE APPLICABLE TO THE REAL ESTATE WHICH IS LEGALLY DESCRIBED EXHIBIT "A" HERETO AND AMENDING THE TEXT OF AN ORDINANCE OF FISHERS, INDIANA, DATED November 4, 2002 – Ordinance No. 100702B (Revised 11/4/02) (The "Original Southwest Corner 116th/Olio Rod PUD") as amended by AN ORDINANCE OF FISHERS, INDIANA, DATED June 5, 2006 – Ordinance No. 022006A (the "Amended Southwest Corner 116th / Olio Road PUD) as amended by AN ORDINANCE OF FISHERS, INDIANA, DATED July 22, 2011 – Ordinance No. 030711 (the "Amended Southwest Corner 116th / Olio Road PUD).

**SECTION 1. DECLARATION**

It is hereby ordained by the City Council (the "Council") of the City of Fishers, Indiana (the "City") that the text of the Original Southwest Corner 116th /Olio Road PUD, as amended, is hereby amended as set forth in this Third Amendment to the Southwest Corner 116th/Olio Road PUD. To the extent that there is any conflict between the Original Southwest Corner 116th /Olio Road PUD, as amended, and this Third Amendment to the Southwest Corner 116th / Olio Road PUD, this Third Amendment to the Southwest Corner Road PUD shall control. Any provisions of the Original Southwest Corner 116th /Olio Road PUD, as amended that are not specifically amended by this Third Amendment to the Southwest Corner Road PUD shall remain in full force and effect.

**SECTION 2. PURPOSE AND INTENT**

The purpose and intent of this Third Amendment to the Southwest Corner 116th /Olio Road PUD is to amend certain and specific provisions of the Original Southwest Corner 116th /Olio Road PUD, as amended, pertaining to the residential area, identified therein, as the same relates to the maximum number of dwelling units that may be developed on the Real Estate and the conceptual plan for the development of the Real Estate, both of which were identified in the text and Exhibits A and B of the Original Southwest Corner 116th /Olio Road PUD and also in the text and Exhibits A and B of the Amended Southwest Corner 116th /Olio Road PUD.

**SECTION 3. AMENDMENTS TO THE ORIGINAL SOUTHWEST CORNER ROAD PUD,  
AS AMENDED**

The following constitute the amendments to the Original Southwest Corner 116th / Olio Road PUD, as amended:

A. Section 3 Land Use. Paragraph A is hereby replaced with the following:

Development of six (6) unimproved Parcels, specifically Parcels # 4, 7, 8, 9, 10 and 11 as follows: Parcels # 7, 8, 9, 10, and 11 into a duplex condominium each and their related improvements within the Residential Area; and Parcel #4 to remain as Open Space / Common Area and is not be constructed on, shall be substantially as depicted on Exhibit "C" attached hereto.

B. Section 5. Residential Standards, paragraph A is hereby replaced with the following:

1. Project Size: 1.47 acres

**ORDINANCE NO. 082018A**

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SOUTHWEST CORNER 116<sup>TH</sup> / OLIO ROAD PUD OF FISHERS, INDIANA**

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- B. Section 5. Residential Standards, paragraph A is hereby replaced with the following:
  - 1. Project Size: 1.47 acres

2. Density: Maximum of 5 Duplex and one (1) single-family detached home
3. Building setbacks
  - a. Front 20 feet
  - b. Side 10 feet between homes
  - c. Rear 20 feet, except water frontage lots, which shall be 15 feet
4. Buffering to adjacent residential Property. The entire length of the west property line of the Residential Area that adjoins Lot 8, Country Lane Estates ("Lot 8"), which is approximately 810 lineal feet in length, shall be buffered as follows:
  - a. All existing mounding shall remain in place along the boundary with Lot 8.
  - b. The number of existing trees shall remain the same. Said trees may be moved westerly toward the property boundary with Lot 8, but in no case, shall any of the trees be removed from the site.
  - c. The building setback for any home abutting the property boundary with Lot 8 shall be a minimum of 15 feet from the existing fence or property line, whichever is greater.

C. Section 5 Residential Standards. Paragraph B is hereby replaced with the following:

- a. All Duplex condominium and single family home must be architecturally compatible with existing single family homes.
- b. Parking shall only be permitted along one side of any of the private streets in the Residential Area and the restricted side shall be posted No Parking and maintained by the community's property owners' association.
- c. That certain Commitments Regarding the Use and Development of Real Estate that was adopted with the Amended Southwest Corner 116th /Olio Road PUD is hereby replaced by the Amended Commitments Regarding the Use and Development of Real Estate attached hereto as Exhibit "C" and "Exhibit "D".

D. All residential development standards not specified by this Third Amendment to the Southwest Corner 116th /Olio Road PUD or the Original Southwest Corner 116th /Olio Road PUD, as amended, shall follow the standards defined in the City of Fishers Unified Development Ordinance.

**SECTION 4. PROCEDURES**

The Original Southwest Corner 116th /Olio Road PUD, as amended, as hereby amended by this Third Amendment to the Southwest Corner 116th /Olio Road PUD, shall remain in full force and effect.

**SECTION 5. APPROVAL**

This Third Amendment to the Southwest Corner 116th / Olio Road PUD shall be in full force and effect from and after its passage by the City Council.

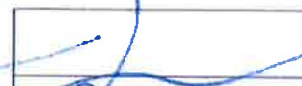








ADOPTED BY THE City Council of the City of Fishers, Indiana on this 26<sup>th</sup> of August 2018  
 THE CITY COUNCIL OF FISHERS, HAMILTON COUNTY, INDIANA:

**COMMON COUNCIL OF THE CITY OF FISHERS,  
 HAMILTON COUNTY, INDIANA**


YAY

NAY

ABSTAIN

	Todd Zimmerman, President		
	Richard W. Block, Vice-President		
	David George, Member		
	C. Pete Peterson, Member		
	John Weingardt, Member		
	Eric Moeller, Member		
	Selina M. Stoller, Member		
	Cecilia C. Coble, Member		
	Brad DeReamer, Member		

I hereby certify that the forgoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the 26<sup>th</sup> day of Aug 2018, at 8:00 m.

ATTEST:   
 Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

  
 Scott A. Fadness, Mayor

08/20/2018  
 DATE



Approved by Christopher P. Greisl, City Attorney

Prepared by: Francois E. Mercho at 11505 Grassy Court # 103 Fishers, Indiana 46037.  
 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: Francois E. Mercho.

**EXHIBIT "A" – REAL ESTATE**

The Legal Description of the Real Estate is as follows:

Lot Number 4 in Water's Edge Phase 2, Fall Creek Township, Hamilton County, Indiana, as per plat thereof recorded November 15, 2012 as Instrument No. 2012071061 in Plat Cabinet 5, Slide 17, together with Ingress-Egress Easement for use of private roadway as set out in Declaration of Covenants and Restrictions "Waters Edge", recorded November 15, 2012 as Instrument No. 2012071055, all in the Office of the Recorder of Hamilton County, Indiana.

Lot Number 7 in Water's Edge Phase 2, Fall Creek Township, Hamilton County, Indiana, as per plat thereof recorded November 15, 2012 as Instrument No. 2012071061 in Plat Cabinet 5, Slide 17, together with Ingress-Egress Easement for use of private roadway as set out in Declaration of Covenants and Restrictions "Waters Edge", recorded November 15, 2012 as Instrument No. 2012071055, all in the Office of the Recorder of Hamilton County, Indiana.

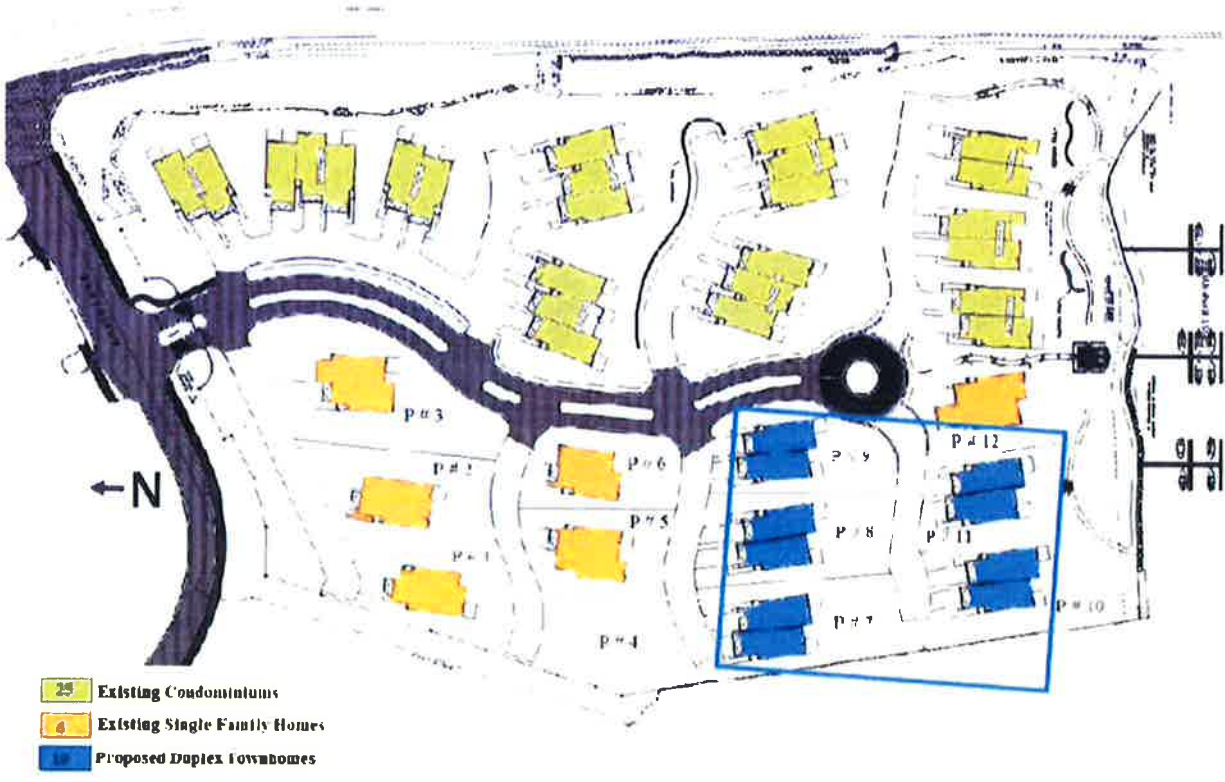
Lot Number 8 in Water's Edge Phase 2, Fall Creek Township, Hamilton County, Indiana, as per plat thereof recorded November 15, 2012 as Instrument No. 2012071061 in Plat Cabinet 5, Slide 17, together with Ingress-Egress Easement for use of private roadway as set out in Declaration of Covenants and Restrictions "Waters Edge", recorded November 15, 2012 as Instrument No. 2012071055, all in the Office of the Recorder of Hamilton County, Indiana.

Lot Number 9 in Water's Edge Phase 2, Fall Creek Township, Hamilton County, Indiana, as per plat thereof recorded November 15, 2012 as Instrument No. 2012071061 in Plat Cabinet 5, Slide 17, together with Ingress-Egress Easement for use of private roadway as set out in Declaration of Covenants and Restrictions "Waters Edge", recorded November 15, 2012 as Instrument No. 2012071055, all in the Office of the Recorder of Hamilton County, Indiana.

Lot Number 10 in Water's Edge Phase 2, Fall Creek Township, Hamilton County, Indiana, as per plat thereof recorded November 15, 2012 as Instrument No. 2012071061 in Plat Cabinet 5, Slide 17, together with Ingress-Egress Easement for use of private roadway as set out in Declaration of Covenants and Restrictions "Waters Edge", recorded November 15, 2012 as Instrument No. 2012071055, all in the Office of the Recorder of Hamilton County, Indiana.

Lot Number 11 in Water's Edge Phase 2, Fall Creek Township, Hamilton County, Indiana, as per plat thereof recorded November 15, 2012 as Instrument No. 2012071061 in Plat Cabinet 5, Slide 17, together with Ingress-Egress Easement for use of private roadway as set out in Declaration of Covenants and Restrictions "Waters Edge", recorded November 15, 2012 as Instrument No. 2012071055, all in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT "B" – SITE PLAN



**EXHIBIT "C" – AMENDMEND COMMITMENTS**  
**AMENDED COMMITMENTS CONCERNING**  
**THE USE AND DEVELOPMENT OF REAL ESTATE**

**MHM Investment Group, LLC**, an Indiana Limited Liability Corporation, (hereafter, "MHM") is the owner of 5 parcels of Real estate that is located in Hamilton County, Indiana, and is described in Exhibit "A" (the "Real Estate") hereby makes the following commitments (the "Amended Commitments") to the City Council for the City Of Fishers, Indiana:

**Section 1. Cross Reference.**

These Amended Commitments are made in connection with zoning approvals obtained under Ordinance No. 082018A, Dated 7/20/2018. These Amended Commitments hereby replace in full the Commitments Concerning the Use and Development of Real Estate adopted with said Ordinance No. 030711.

**Section 2. Exhibit.**

The following exhibit is attached hereto and incorporated herein by reference: Exhibit "A". Attached hereto and incorporated herein by reference as Exhibit "A" is the legal description of the Real Estate;

**Section 3. Definitions.**

Different words and terms are defined throughout these Commitments and, further, the following definitions shall apply throughout these Commitments:

1. Owner. The term 'Owner' shall be amended to mean and refer to Integra and its successors and assigns,

**Section 4. Commitments.**

The Owner hereby makes the Commitments as follows:

1. The Owner agrees to construct a maximum of 5 Duplexes with 2 Luxury Town Homes each on the Real Estate as depicted on the Site Plan, specifically Parcel # 7, 8, 9, 10 and 11.
2. The Owner agrees that no structure may be erected on Lot #4 and is to remain Open Space / Common Area.
3. The following Architectural Guidelines shall be adopted for all buildings to be constructed within the Real Estate:
  - a. All exterior building materials and colors shall be selected to be compatible and harmonious with the existing single-family homes in the Waters Edge residential community.
  - b. Driveways -Poured in place concrete, or concrete or brick pavers set on a poured in place base.
  - c. Minimum Requirements for Brick, Stucco or Other Masonry - any walkout level story shall require 100% brick or stone masonry.
    - i. Any home elevation facing a street shall require one of the following:
      1. full first story brick or stone masonry, which shall be inclusive of the walkout level; or
      2. 50% of the entire elevation,

- ii. The first story above grade shall require brick/stone masonry on all sides, regardless of orientation to a street. The required minimum first story brick/stone masonry coverage shall be equal to 50% of the elevation exclusive of doors and windows, and shall reach at least to the bottom of the lowest windows on any elevation.
- d. Builder and/or Lot Owner shall construct all improvements in accordance with the master drainage and grading plans for the Development, including the obligation to cause the final grading of each lot to be in accordance with such plan.
- e. Any retaining wall constructed on the Real Estate shall match the existing segmented masonry unit retaining walls in the Waters Edge condominium community immediately east of the Real Estate.
- f. All exterior building materials shall be of durable high-quality products, No PVC, vinyl or aluminum siding will be permitted. The only plank, clapboard or shingle siding permitted shall be natural wood or cementitious board (e.g., Hardie Plank).
- g. No fencing will be allowed except for privacy fencing area abutting the rear of a residence. All such privacy fencing will be uniform in appearance in accordance with guidelines established by the architectural review committee of the community. No fencing will be permitted to be placed more than 12' from the rear of any residence.
- h. 6" continuous flow gutters required and 3" x 4" downspouts are required. Main roof pitch shall be a minimum of 8/12. Porch shed roofs and other small roof features may have lower pitches.
- i. Main roof pitch shall be minimum of 8/12. Porch shed roofs and other small roof features may have lower pitches.
- j. 8" minimum roof overhang at eaves and soffits.
- l. Windows shall be provided on all elevations of each home.
- m. PVC/wood, vinyl/wood, or other composite deck sheathing (e.g., Trex decking) shall be permitted.
- n. Minimum size for living of condominium — 3,200 square feet.
- o. Exceptions to the requirements may be granted by the Fishers PUD Committee the purpose of architectural style if equal value is provided through alternative design & materials.

**Section 5. Binding on Successors**

These Commitments are binding on the Owner and each subsequent owner of the Real Estate, and each other person acquiring an interest in and to the Real Estate, unless modified or terminated by the City of Fishers City Council. These Commitments may be modified or terminated only by a decision of the City of Fishers City Council after a public hearing wherein notice as provided by the rules of the City of Fishers City Council has been made.

**Section 6. Effective Date**

The Commitments contained herein shall be effective upon the approval of Docket No. TA-15283 and adoption of Ordinance No.082018A By the City of Fishers City Council.

**Section 7. Recording**

The undersigned hereby authorizes the City of Fishers to record these Commitments in the Office of the Recorder of Hamilton County, Indiana.



IN WITNESS, WHEREOF, MHM Investment Group LLC has caused these Amended Commitments to be executed as of the date first written above.

MHM Investment Group LLC, An Indiana Limited Liability Corporation  
By: Francois E Mercho  
Printed: FRANCOIS E MERCHO  
Title: PRESIDENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, Personally appeared the within named Francois E. Mercho president for and on behalf of MHM Investment Group LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument to be his/her voluntary act and deed.

WITNESS, my hand and notarial seal this 22nd day of Aug. 2018.

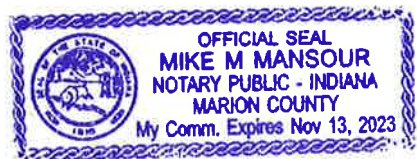
My Commission Expires:

[Handwritten Signature]  
Fishers City Council President

[Handwritten Signature]  
Notary Public

Printed Name: Mike Mansour  
Residing in Hamilton County, Indiana

Attest:  
[Handwritten Signature]  
Fishers City Clerk



Prepared by: Francois E. Mercho at 11505 Grassy Court # 103 Fishers, Indiana 46037.  
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: Francois E. Mercho.

**EXHIBIT "D" – SUPPLEMENTAL COMMITMENTS**

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

**MHM Investment Group, LLC**, an Indiana Limited Liability Corporation, (hereafter, "MHM") is the owner of 5 parcels of Real estate that is located in Hamilton County, Indiana, and is described in **Exhibit "A"** (the "Real Estate") hereby makes the following commitments (the "Supplemental Commitments") to the City Council for the City Of Fishers, Indiana: as the same relates to the Real Estate. These Supplemental Commitments are made specifically for and on behalf of the owner of Lot 8 of Country Lane Estates in the City of Fishers, Indiana (the "Adjacent Owner").

**Section 1. Cross Reference.**

These Supplemental Commitments are made in connection with zoning approvals obtained under Docket Numbers TA-15283 and Ordinance No. 082018A and These Supplemental Commitments hereby supplement the proposed Commitments Concerning the Use and Development of Real Estate.

**Section 2. Exhibits.**

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A" Attached hereto and incorporated herein by reference as Exhibit "A" is the legal description of the Real Estate;

**Section. 3. Definitions.**

Except as otherwise defined herein, all capitalized terms shall be as defined in the Commitments Concerning the Use and Development of Real Estate.

**Statement of Commitments to Cooke.**

Builder hereby makes the following binding Commitments to Cooke regarding the Real Estate:

**New Fence.**

On lot #7 and lot #10, Builder shall install a new 8' fence, substantially similar in quality and character as Existing. The new fence shall be installed on or near the property line at a location mutually agreed upon by Cooke and MHM to avoid any large trees. The fence shall be a solid (no gaps) cedar fence to match the existing fence on lot #1, as shown on Exhibit "E". Entire fence from lot #1 to the seawall shall be 8' tall.

Builder shall install 9' stone / brick columns every 50' (same size, quality and character as the existing columns shown on Exhibit "E") with one located at the end of the fence adjacent to the seawall. Builder shall add a 2' mound in the low area on the property line (under the new fence) on the last 20'-30' to the seawall, as shown on Exhibit "F". Builder shall finish grade and seed the disturbed area west of the new fence adjacent to lot #10, as shown on Exhibit "F".

**Old Fence.**

Builder shall remove the remaining part of the chain link fence existing on Cooke's adjacent property, as shown on Exhibit "F".

**Minimum Setback.**

Lot #7's minimum building setback from the Cooke Property shall be fifteen feet (15'), measured from Cooke Property line, as depicted in Exhibit "F".

Lot #10's minimum building setback from the Cooke Property shall be fifteen feet (15'), measured from Cooke Property line, as depicted in Exhibit "F".

**Landscape Easement.**

A 15' wide landscape easement (the "Landscape Easement") shall be recorded extending along the west boundary of Parcel # 7 and Parcel # 10 and along the south common areas.

Currently, sixteen (16) evergreen trees are located within the Landscape Easement. Builder shall plant an additional twenty (20) evergreen trees 10' to 12' tall at planting in the Landscape Easement in mutually agreed locations. Collectively, the existing evergreen trees and the additional evergreen trees to be planted in the Landscape Easement are referred to as a "Tree" or the "Trees". Once planted, a Tree shall not be removed unless dead, dying, diseased or ordered to be removed by a jurisdictional court or government entity. A dead, dying or diseased tree shall be removed within thirty (30) days after written notice has been provided to Developer and/or the Waters Edge Property Owners' Association, Inc. (the "POA") of same. A tree that is removed shall be replaced by the lot owner and/or the POA during the next spring or fall planting season with an evergreen tree 10' to 12' tall at planting.

There shall be a minimum of thirty-six (36) evergreen trees 10' or taller in the landscape easement.

**Section 5. Binding on Successors**

These Commitments are binding on the Owner and each subsequent owner of the Real Estate, and each other person acquiring an interest in and to the Real Estate, unless modified or terminated by the City of Fishers City Council. These Commitments may be modified or terminated only by a decision of the City of Fishers City Council after a public hearing wherein notice as provided by the rules of the City of Fishers City Council has been made.

**Section 6. Effective Date**

The Commitments contained herein shall be effective upon the approval of Docket No. TA-15283 and adoption of Ordinance No.082018A By the City of Fishers City Council.

**Section 7. Recording**

The undersigned hereby authorizes the City of Fishers to record these Commitments in the Office of the Recorder of Hamilton County, Indiana.

**Section 8. Enforcement**

These Commitments may be enforced by the City of Fishers.

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IN WITNESS, WHEREOF, MHM Investment Group LLC has caused these Amended Commitments to be executed as of the date first written above.

MHM Investment Group LLC, An Indiana Limited Liability Corporation

By: Francois E. Mercho  
Printed: FRANCOIS E. MERCHO  
Title: PRESIDENT

STATE OF INDIANA                    )  
                                                          ) SS:  
COUNTY OF HAMILTON            )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, Personally appeared the within named Francois E. Mercho as president for and on behalf of MHM Investment Group LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument to be his/her voluntary act and deed.

WITNESS, my hand and notarial seal this 22nd day of Aug. 2018.

My Commission Expires:

[Signature]  
Fishers City Council President

[Signature]  
Notary Public

Printed Name: Mike Mansour  
Residing in Hamilton County, Indiana

Attest: [Signature]  
Fishers City Clerk



Prepared by: Francois E. Mercho at 11505 Grassy Court # 103 Fishers, Indiana 46037.  
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: Francois E. Mercho.

**EXHIBIT "E" – New Fence Depiction**

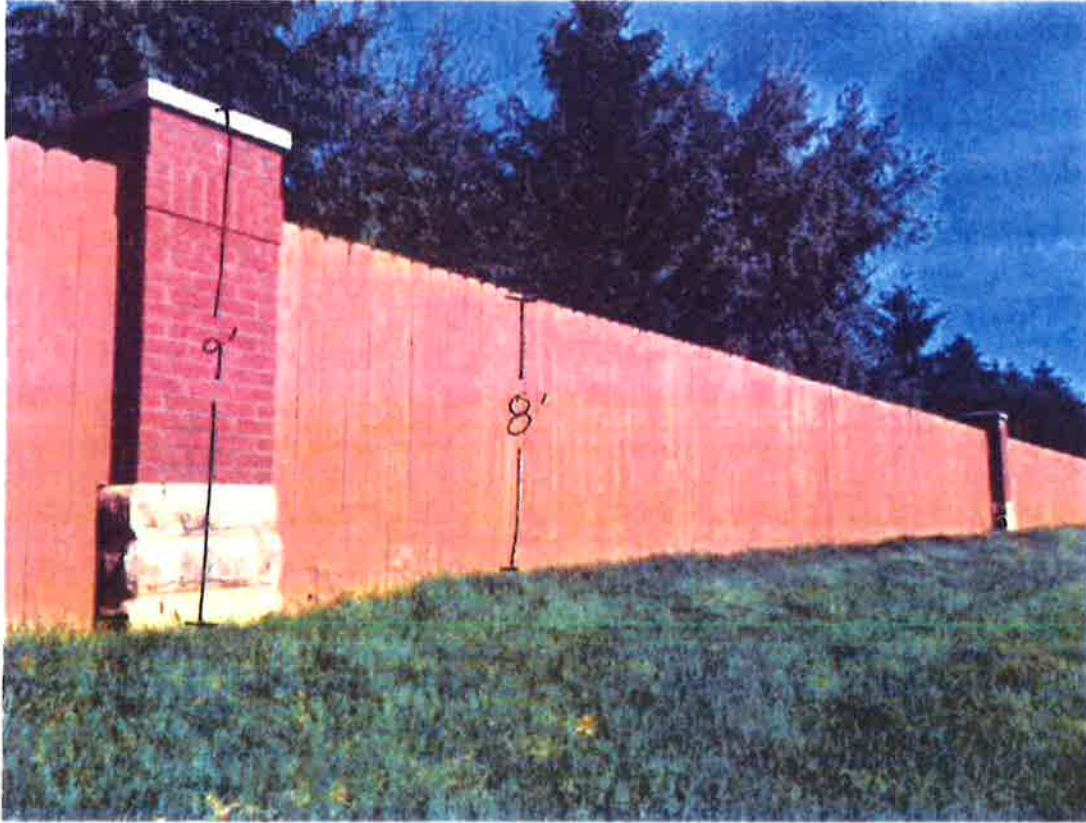


EXHIBIT "F" – Minimum Setback

