

Year

2015

WHELCHER SPRINGS

City of Fishers
Planned Development
Ordinance
#102014A

1.01 Declaration, Purpose and Intent, and Permitted Uses

Declaration	Purpose and Intent	Permitted Uses
<p>Ordinance No. 102014A ("this Ordinance") Adopted: March 16, 2015</p> <p>The text of the Unified Development Ordinance of the City of Fishers, Indiana, Ordinance No. 090605A and the OFFICIAL ZONING MAP, CITY OF FISHERS, INDIANA, dated October 16, 2006, which accompanies and is a part of the Zoning Code of the City of Fishers, Indiana, as amended (the "UDO") are hereby amended as follows:</p> <p>That the zoning classification of the real estate legally described in Section 1.07 of this Ordinance (the "Real Estate"), is hereby designated as a Residential Planned Unit Development District (PUD-R), and that said PUD-R zoning district shall hereafter be known as the "Whelchel Springs PUD" (the "District").</p> <p>Development of the Real Estate shall be governed entirely by (i) the provisions of this Ordinance, and (ii) those provisions of the UDO specifically referenced in this Ordinance. All provisions of the UDO that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance.</p>	<p>The purpose of this PUD is to encourage improved design in the development of land by promoting the following objectives:</p> <ul style="list-style-type: none"> • Provide for the development of a residential neighborhood; • Greater flexibility in applying the ordinances to the development of the Real Estate; • Innovative approach to meet the demands of the residential market; • The recognition of the interdependency of various markets; • Efficient use of land resulting in more cost effective networks of utilities, streets and other facilities; and • Coordination of architectural styles, building forms and relationships, graphics and other private improvements. • Consideration of Low Impact Development strategies. 	<p>Permitted Uses:</p> <ul style="list-style-type: none"> • All uses described in <i>Article 2.14 R5 Residential District</i>

1.02 Applicability

- A. The standards of the UDO applicable to the **R3 Residential District** shall apply to the development of District 1, as defined below, except as modified, revised, or expressly made inapplicable by this PUD District Ordinance (this "Ordinance"). The standards of the UDO applicable to the **R5 Residential District** shall apply to the development of District 2, and District 3, as defined below, except as modified, revised, or expressly made inapplicable by this Ordinance. "Article" cross-references of this Ordinance shall hereafter refer to the *Article* section as specified and referenced in the UDO. Capitalized terms that are not otherwise defined herein shall have the meaning ascribed to them in the UDO. Pursuant to *Article 4.2(F): Amendments to the Unified Development Ordinance*, an amendment to the UDO shall apply to this Ordinance unless this Ordinance has specified an alternative development or design standard and *Article 1.10: Basic Provisions: Transition Rules* also shall apply to amendments.

1.03 Concept Plan

- A. The Concept Plan at 1.08 is hereby incorporated. The Real Estate's development plan may vary from the Concept Plan; however, per *Article 9.17(A)(2)(a): Planned Unit Development District; General; Purpose & Intent*, the Concept Plan provides the Plan Commission and Town Council with a general vision for the development of the Real Estate.

1.04 Development Standards

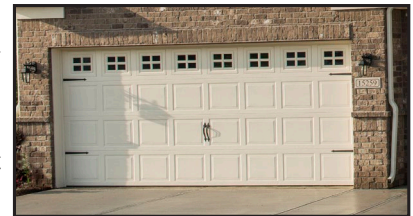
- A. Cross References: The regulations of *Article 2: Zoning Districts & Regulations* and *Article 5: Development Standards* shall apply except as modified by this Ordinance.
- B. General Regulations: *Article 2: Residential District Development Standards* shall not apply. Instead the following Development Standards Matrix shall apply:

District	Lots Permitted	Min. Lot Area (sq. ft.)	Min. Lot Width	Min. Lot Frontage	Min. Front Setback	Min. Side Setback	Min. Aggregate Side Setback	Min. Rear Setback	Max. Impervious Surface Coverage	Min. Living Unit Area Ranch/2-Story (sq. ft.)	Max. Structure Height
1	123	12,600	90'	50'	25'	5'	20'	25'	40%	1,800 / 2,450	35'
2	105	9,450	75'	50'	25'	8'	16'	25'	45%	1,800/ 2,000	35'
3	49	7,800	60'	50'	25'	5'	10'	20'	50%	1500 (Ranch Only)	35'
TOTAL	277										

- C. Accessory Structure Standards (AS): shall apply.
- D. Architectural Design Standards (AD): shall apply, except as modified below:
- (1) Architectural design shall be substantially similar in quality and character to the Illustrative Elevations depicted in Sections 1.09 through 1.11 of this Ordinance.
 - (2) *Article 5.13 AD-01(A)(1)(b)(ii): Architectural Design; Single-Family Residential; Facade; Masonry; Side and Rear Elevation* shall apply, and references to "front" in §(A)(3): Architectural Features shall also apply to side and rear facades.
 - (3) *Article 5.13 AD-01(A)(2): Architectural Design; Single-Family Residential; Facade; Exterior Material* shall apply; however, aluminum, heavy-gauge vinyl, and vinyl shall not be permitted as a siding material.
 - (4) *Article 5.13 AD-01(A)(3): Architectural Design; Single-Family Residential; Facade; Architectural Features* shall apply and the following shall be added to list the following architectural features, which shall be worth one (1) point unless indicated otherwise:
 - (i) More than one (1) siding profile on the front elevation (e.g., second siding profile such as shake, vertical or other horizontal siding used as an accent);
 - (ii) Large feature window on the second floor above the front door;
 - (5) Dwellings marked by an asterisk on the Concept Plan, shall have at least one (1) of the following features: (i) a screened porch on the rear of the house; (ii) a sun porch on the rear facade; or (iii) a 36" wainscot brick or stone wrap on all elevations.

- (6) *Article 5.13 AD-01(A)(4): Architectural Design; Single-Family Residential; Dimensions* shall not apply. Instead, the following shall apply:
 - (i) A front-load garage door shall not exceed sixty percent (60%) of the front facade width.
- (7) *Article 5.13 AD-01(C): Architectural Design; Single-Family Residential; Roof* shall apply except as modified below:
 - (i) *AD-01(C)(1): Minimum Roof Pitch* shall be increased to require that the main roof have a minimum pitch of 6 (vertical units):12 (horizontal units).
 - (ii) *AD-01(C)(2): Materials* shall apply; however, all dwellings within District 1 shall be required to have dimensional shingles.
 - (iii) *AD-01(C)(3): Minimum Eave/Overhang Width* shall apply with the modification that the minimum overhang shall be increased to eleven (11) inches deep.
- (8) *Article 5.13 AD-01(D): Architectural Design; Single-Family Residential; Automobile Storage* shall apply except as modified below:
 - (i) *AD-01(D)(4) Garage-forward Design* shall apply. In addition,
 - (a) Each front-load garage door shall include a "decorative" design with windows substantially similar in quality and character as illustrated in the Garage Door Exhibit.
 - (b) All dwellings in District 1 shall require a side-load or courtyard style garage entrance unless a 3-car side-load or courtyard garage cannot be placed due to the configuration of the lot.
- (9) *Article 5.13 AD-01(G)(3): Architectural Design; Single-Family Residential; Model Homes; Largest Model* shall not apply. Instead, the following shall apply:
 - (i) The first model home built by a builder in a District shall meet or exceed the square footage of one of the two largest plans offered in that District by that builder.
- (10) Additionally, all residences in District 3 shall comply with the following active adult features:
 - (i) All residences shall have main floor master bedrooms.
 - (ii) All residences shall have no more than three bedrooms per unit; however, secondary rooms without closets and/or doors shall not be considered bedrooms.
 - (iii) All residences shall be one (1) or one and one half (1½) story units. No two (2) story units shall be permitted. One and one half (1½) story shall be defined as the second story livable area being no greater than eighty percent (80%) of the first story livable area, unless otherwise approved by the PUD Committee.

Garage Door Exhibit



- E. Density & Intensity Standards (DI): shall not apply.
- F. Entrance & Driveway Standards (ED): shall apply.
- G. Environmental Standards (EN): shall apply.
- H. Fence & Wall Standards (FW): shall apply, except as modified below:
 - (1) The Fence Exhibit is hereby incorporated. If a fence is installed in the Rear Yard of a lot along Florida Road that is marked by an asterisk on the Concept Plan, then the fence shall be substantially similar in quality and character to the fence depicted in the Fence Exhibit (maximum of 4 feet in height).
- I. Floodplain Standards (FP): shall apply.
- J. Floor Area Standards (FA): shall apply.
- K. Height Standards (HT): shall apply.
- L. Home Occupation Standards (HO): shall apply.
- M. Landscaping Standards (LA): shall apply, except as modified below:
 - (1) *Article 5.40 LA-02 (B): Landscaping Standards; Street Trees; Arterial and Collector Streets* and *Article 5.40 LA-02 (D): Landscaping Standards; Street Trees; Arterial, Collector, and Local Streets* shall not apply, except for Local Streets and the Connector Road (as identified on the Concept Plan).
 - (2) *Article 5.41 LA-03 (B): Landscaping Standards; Residential Subdivision Lot and Foundation Plantings*

shall be increased to require that all lots in District 1 have a minimum of fourteen (14) shrubs planted along the foundation facing an internal street, and that all homes in District 2 and District 3 have a minimum of ten (10) shrubs planted along the foundation facing an internal street.

- N. Lighting Standards (LT): shall apply, except as further enhanced below:
 - (1) *Article 5.48 LT-02(A) Lighting Standards; Residential; Cutoff* shall be modified to provide that all freestanding lights and lights mounted on walls or facades shall have full-cutoff luminaires.
- O. Loading Standards (LD): shall apply.
- P. Lot Standards (LO): shall apply, except as modified below:
 - (1) *Article 5.56 LO-04(C)(2): Lot Standards; Traditional Subdivisions; Minimum Lot Width; Minimum Corner Lot Width* shall be modified to require that the minimum lot width for corner lots shall be as follows:
 - (i) District 1: 120'
 - (ii) District 2: 95'
 - (iii) District 3: 85'
- Q. Outdoor Storage Standards (OS): shall apply.
- R. Parking Standards (PK): shall apply.
- S. Pedestrian Accessibility Standards (PA): shall apply.
- T. Performance Standards (PF): shall apply.
- U. Permanent Outdoor Display Area (PD): shall apply.
- V. Property Identification Standards (PI): shall apply.
- W. Public Art Standards (PT): shall apply.
- X. Public Improvement Standards (PV): shall apply.
- Y. Setback Standards (SB): shall apply.
- Z. Sewer & Water Standards (SW): shall apply.
- AA. Sexually Oriented Business Standards (SX): shall apply.
- BB. Sign Standards (SG): shall apply.
- CC. Structure Quantity Standards (SQ): shall apply.
- DD. Telecommunication Facility Standards (TC): shall apply.
- EE. Temporary Use/Structure Standards (TU): shall apply.
- FF. Use-specific Standards (US): shall apply.
- GG. Vision Clearance Standards (VC): shall apply.

Fence Exhibit



1.05 Design Standards

- A. Cross References: The regulations of *Article 7: Design Standards* applicable to a *Planned Unit Development (PUD)* shall apply except as modified by this Ordinance:
- B. Access Road Standards (AC): shall apply.
- C. Alley Standards (AL): shall apply.
- D. Anti-monotony Standards (AM): shall apply.
- E. Common Area Standards (CA): shall apply.
- F. Covenant Standards (CE): shall apply.
- G. Dedication of Public Improvement Standards (DD): shall apply.
- H. Density & Intensity Standards (DE): shall apply.
- I. Development Name Standards (DN): shall apply.
- J. Easement Standards (EA): shall apply.
- K. Erosion Control Standards (EC): shall apply.
- L. Floodplain Standards (FL): shall apply.
- M. Lot Establishment Standards (LT): shall apply.
- N. Mixed Use Development Standards (MU): shall apply.
- O. Monument & Marker Standards (MM): shall apply.
- P. On-street Parking Standards (OG): shall apply.
- Q. Open Space Standards (OP): shall apply. Per the UDO, a minimum of twenty-five percent (25%) Open Space

shall be provided within the development. Per *Article 7.25 OP-01 (C)(6): Open Space Standards; Residential; Town Council-Approved Open Space*, the required open space shall be provided as generally shown on the Open Space Exhibit at 1.12. In addition, the following amenities shall be included within the development: Swimming Pool and bathhouse, basketball goal, playground, and trails (as generally shown on the Pedestrian Network Plan at 1.13).

- R. Pedestrian Network Standards (PN): shall apply. In addition to the required sidewalks on both sides of the internal streets, paths and sidewalks shall be installed in the development as generally shown on the Pedestrian Network Plan at 1.13.
- S. Perimeter Landscaping Standards: shall apply in the locations shown on the Concept Plan.
- U. Storm Water Standards (SM): shall apply.
- V. Street & Right-of-way Standards (SR): shall apply. In addition, right-of way along Florida Road shall be granted to the City of Fishers per the Thoroughfare Plan at the time that the Detailed Development Plan is filed. A 120 foot right-of-way shall be granted to the City of Fishers for the Connector Road (as identified on the Concept Plan). Less right-of-way may be granted if the City determines less is required during the Development Plan review process.
- W. Street Lighting Standards (SL): shall apply.
- X. Street Name Standards (SN): shall apply.
- Y. Street Sign Standards (SS): shall apply. In addition, standard City of Fishers and/or Manual on Uniform Traffic Control Devices signs shall be used, as applicable.
- Z. Surety Standards (SY): shall apply.
- AA. Utility Standards (UT): shall apply.

1.06 Procedures

- A. The procedures set forth in *Article 09: Processes, Permits & Fees; Planned Unit Development* shall apply.
- B. Prior to approval of any Detailed Development Plan, a petition for annexation of the Real Estate that is the subject of the Detailed Development Plan shall be filed.

1.07 Real Estate

PART OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST IN HAMILTON COUNTY INDIANA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST; THENCE NORTH ON THE WEST LINE OF SAID NORTHEAST QUARTER NORTH 00 DEGREES 23 MINUTES 06 WEST 1312.27 FEET TO A MAG NAIL ON THE SOUTH LINE OF A 0.18 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200200075773; THENCE ON THE SOUTH LINE OF SAID 0.18 ACRE TRACT SOUTH 89 DEGREES 49 MINUTES 02 SECONDS EAST 258.32 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE SOUTHEAST CORNER OF SAID 0.18 ACRE TRACT; THENCE NORTH 05 DEGREES 35 MINUTES 48 SECONDS EAST 49.17 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE NORTHEAST CORNER OF SAID 0.18 ACRE TRACT; THENCE NORTH 85 DEGREES 23 MINUTES 11 SECONDS WEST 128.47 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE NORTHEAST CORNER OF SAID 0.18 ACRE TRACT; THENCE SOUTH 05 DEGREES 15 MINUTES 08 SECONDS WEST 40.12 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE NORTH LINE OF SAID 0.18 ACRE TRACT; THENCE ON SAID NORTH LINE NORTH 85 DEGREES 49 MINUTES 02 SECONDS WEST 131.11 FEET TO A MAG NAIL ON THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID WEST LINE NORTH 00 DEGREES 23 MINUTES 06 SECONDS WEST 258.52 FEET TO A MAG NAIL ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD No. 238 PER INSTRUMENT No. 200600001627; THENCE ON SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING 10 COURSES: 1) THENCE NORTH 89 DEGREES 30 MINUTES 45 SECONDS EAST 4.65 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 2) THENCE NORTH 16 DEGREES 09 MINUTES 36 SECONDS EAST 343.45 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 3) THENCE NORTH 63 DEGREES 51 MINUTES 31 SECONDS EAST 72.09 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 4) THENCE SOUTH 39 DEGREES 31 MINUTES 55 SECONDS EAST 135.27 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 5) THENCE 56 DEGREES 49 MINUTES 40 SECONDS EAST 823.02 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 6) THENCE SOUTH 51 DEGREES 18 MINUTES 09 SECONDS EAST 165.32 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 7) THENCE SOUTH 67 DEGREES 22 MINUTES 43 SECONDS EAST 117.10 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 8) THENCE SOUTH 56 DEGREES 04 MINUTES 07 SECONDS EAST 147.64 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 9) THENCE SOUTH 51 DEGREES 46 MINUTES 46 SECONDS EAST 263.20 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; 10) THENCE SOUTH 56 DEGREES 24 MINUTES 03 SECONDS EAST 1382.37 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING" ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID EAST LINE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST 206.72 FEET TO THE STONE AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31 SOUTH 00 DEGREES 17 MINUTES 08 SECONDS EAST 2660.96 FEET TO THE STONE AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 19 MINUTES 59 SECONDS WEST 1325.71 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING" AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 15 MINUTES 02 SECONDS WEST 2665.11 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING" AT THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 SOUTH 89 DEGREES 30 MINUTES 45 SECONDS WEST 1324.05 FEET TO THE POINT OF BEGINNING, CONTAINING 147.48 ACRES MORE OR LESS.

1.08 Concept Plan



1.09 District 1 Illustrative Elevations



1.10 District 2 Illustrative Elevations



See Section 1.04(D)(8)(ii)(a) regarding Decorative Garage Doors.

1.11 District 3 Illustrative Elevations



See Section 1.04(D)(8)(ii)(a) regarding Decorative Garage Doors.

1.12 Open Space Exhibit



0	OPEN SPACE LEGEND	
OS 1 =	14.52 AC.	OS 13 = 0.16 AC.
OS 2 =	0.03 AC.	OS 14 = 1.53 AC.
OS 3 =	2.45 AC.	OS 15 = 0.03 AC.
OS 4 =	0.95 AC.	OS 16 = 0.41 AC.
OS 5 =	2.39 AC.	OS 17 = 0.26 AC.
OS 6 =	0.38 AC.	OS 18 = 0.03 AC.
OS 7 =	0.19 AC.	OS 19 = 0.20 AC.
OS 8 =	0.08 AC.	OS 20 = 0.15 AC.
OS 9 =	3.24 AC.	OS 21 = 0.29 AC.
OS 10 =	0.02 AC.	OS 22 = 0.94 AC.
OS 11 =	0.12 AC.	OS 23 = 1.09 AC.
OS 12 =	0.19 AC.	OS 24 = 1.26 AC.
		OS 25 = 7.71 AC.
<p>TOTAL OPEN SPACE = 37.75 AC. (25.61%)</p> <p>TOTAL OVERALL ACREAGE = 147.38 AC.</p> <p>OPEN SPACE REQUIRED (25%) = 36.85 AC.</p>		

1.13 Pedestrian Network Plan



1.14 Adoption

This ordinance shall be in full force and effect from and after its passage by the Common Council and after the occurrence of all other actions required by law. All provisions or parts thereof in conflict herewith are hereby repealed.

APPROVED by the Common Council of the City of Fishers this 16th day of March, 2015.

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

[Signature]

C. Pete Peterson,
President

[Signature]

John W. Weingardt,
Vice-President

[Signature]

Stuart F. Easley,
Member

[Signature]

David C. George,
Member

[Signature]

Eric Moeller,
Member

[Signature]

Selina M. Stoller,
Member

[Signature]

Richard W. Block,
Member

[Signature]

Cecilia C. Coble,
Member

[Signature]

Todd P. Zimmerman
Member

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the 20 day of April 2015, at 10:15 P m.

ATTEST: *[Signature]*
Jennifer Kehl, City Clerk

2015019342 ORDINANCE \$37.00
04/24/2015 12:11:11P 14 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

MAYOR'S APPROVAL
[Signature]

Scott A. Fadness, Mayor

DATE

4/2/15

Approved by: Rodney S. Retzner, Krieg DeVault LLP, Plan Commission Legal Counsel
Prepared by: Steven D. Hardin, Esq.,
Faegre Baker Daniels LLP, 600 East 96th Street, Suite 600,
Indianapolis, Indiana 46240. (317) 569-9600.

In accordance with Indiana Code, I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Steven D. Hardin, Esq.

**COVENANTS CONCERNING THE USE
AND DEVELOPMENT OF REAL ESTATE**

Boomerang Development, LLC. (the "Owner") makes the following covenants to Anne F. Kelly, owner of the parcel of land known as Hamilton County, Indiana, Parcel Number 13-12-31-00-00-036.000 ("Parcel 1"), and Larry L. Cannaday, owner of the parcel of land known as Hamilton County, Indiana, Parcel Number 13-12-31-00-00-030.000 ("Parcel 2") (Ms. Kelly and Mr. Cannaday are referred to herein collectively as the "Neighbors") regarding the use and development of the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. Description of Real Estate:

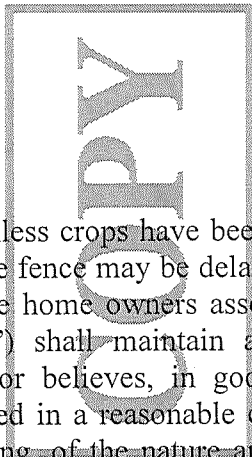
See attached Exhibit "A".

Section 2. Petition: Docket Number 7-R-14

Section 3. Statement of Covenants

Owner makes the following covenants to the Neighbors.

- A. Where any of the Real Estate abuts the property line of Parcel 1 or Parcel 2, Owner shall install coniferous trees (Norway Spruce or similar) at a rate of eight (8) trees per one hundred feet as well as canopy deciduous trees (Oak, Maple or similar) at a rate of three (3) per one hundred feet. Said coniferous trees shall be a minimum of six (6) feet in height at the time of planting and said deciduous trees shall be no less than eight (8) feet in height at the time of planting and shall be planted no later than the first planting season following the paving of the streets in the section of platted lots within the Real Estate that abut Parcel 1 or Parcel 2. By way of example, if 200' of Parcel 2's property line is adjacent to second section of the platted lots, then the trees along that 200' of Parcel 2 shall be planted no later than the first planting season following the paving of the streets in that second section of platted lots. The home owners association that governs the Real Estate's subdivision (the "HOA") shall maintain and in the event of demise, replace the trees with trees of a similar variety and of the size as originally planted. If a Neighbor believes, in good faith, that the trees have not been maintained as contemplated herein, then the Neighbor shall first notify the HOA, in writing, of the nature and location of the proposed remedy. If the HOA fails to remedy the condition within sixty (60) days after receipt of the written notice, then the Neighbor shall have the right, but not the obligation, to enter upon the Real Estate, perform the required maintenance or repair, and then invoice the HOA for the actual and reasonable out-of-pocket costs associated with the performed maintenance. The HOA thereafter shall pay the invoice within sixty (60) days of receipt. At the time of Secondary Plat, Owner shall cause an easement to be granted and recorded in favor of Neighbors such that Neighbors shall have the right, but not the obligation, to enter upon the Real Estate to maintain the trees as contemplated herein.
- B. Owner shall install a fence (black vinyl coated), six (6) feet in height upon the Real Estate along the property line, within one foot of the property line of the contiguous Parcel 1 and Parcel 2. The fence shall be installed within sixty (60) days of the date wherein Owner takes title to that portion of the Real Estate that is contiguous to



Parcel 1 and Parcel 2, unless crops have been planted and exist on the Real Estate, then the installation of the fence may be delayed until sixty (60) days after the crops have been removed. The home owners association that governs the Real Estate's subdivision (the "HOA") shall maintain and repair the fence in a reasonable condition. If a Neighbor believes, in good faith, that the fence has not been maintained and/or repaired in a reasonable condition, then the Neighbor shall first notify the HOA, in writing, of the nature and location of the condition that needs maintenance or repair. If the HOA fails to remedy the condition within sixty (60) days after receipt of the written notice, then the Neighbor shall have the right, but not the obligation, to enter upon the Real Estate, perform the required maintenance or repair, and then invoice the HOA for the actual and reasonable out-of-pocket costs associated with the performed maintenance or repair. The HOA thereafter shall pay the invoice within sixty (60) days of receipt. At the time of Secondary Plat, Owner shall cause an easement to be granted and recorded in favor of Neighbors such that Neighbors shall have the right, but not the obligation, to enter upon the Real Estate to maintain and/or repair the fence as contemplated herein.

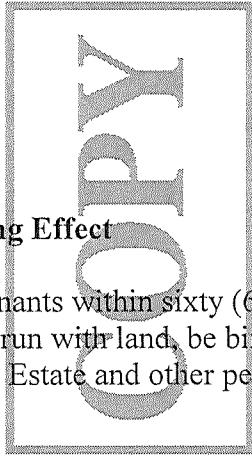
- C. All exterior lighting installed upon the Real Estate and any exterior lighting installed upon the residences and community buildings within the Real Estate's subdivision shall have full-cutoff luminaires in order to minimize light trespass.
- D. Owner acknowledges that the construction involved with the development of the Real Estate will require the pumping and dewatering of a portion of the Real Estate. If the dewatering causes any adverse consequences to the water well of any property owner within the vicinity of the Real Estate, Owner shall cause adequate temporary water service to be supplied to any affected property as well as the permanent repair or replacement to the well and pumps of any affected property.
- E. Owner commits to providing the City of Fishers Engineering Department adequately engineered plans, designed by a Professional Engineer, registered in the State of Indiana, such that no adjacent property owner will be adversely affected by any alteration in the surface drainage of the Real Estate.

Section 4. Modification and Termination of Covenants

These covenants with respect to Parcel 1 may be modified or terminated by the written agreement of Owner and the owner of Parcel 1. These covenants with respect to Parcel 2 may be modified or terminated by the written agreement of Owner and the owner of Parcel 2. These covenants shall terminate automatically with respect to Parcel 1 if Parcel 1 is subdivided. These covenants shall terminate automatically with respect to Parcel 2 if Parcel 2 is subdivided. Owner may record a termination notice upon the occurrence of a termination event described above.

Section 5. Effective Date

The covenants contained herein shall be effective upon the approval of Docket Number 7-R-14 and shall continue in effect until modified or as described herein.



Section 6. Recording and Binding Effect

Owner shall record these covenants within sixty (60) days of acquiring title to the Real Estate. These covenants shall run with land, be binding on the Owner of the Real Estate, subsequent owners of the Real Estate and other persons acquiring an interest therein.

Section 7. Enforcement

These covenants, while they remain in effect, may be enforced by the Neighbors and subsequent owners of Parcel 1 and Parcel 2.

IN WITNESS WHEREOF, Owner has caused these commitments to be executed as of the 25th day of June, 2015.

Boomerang Development, LLC

By: Corby D. Thompson
Its: Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Corby D. Thompson, who having been duly sworn acknowledged the execution of the foregoing Covenants.

Witness my hand and Notarial Seal this 25th day of June, 2015.

My Commission Expires: 3-18-2016

Notary Public



Tamara Dible
Comm Exp. 3-18-2016
Res. of Hancock Co.

Printed: Tamara Dible
Residing in Hancock County

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

Prepared by: Steven D. Hardin, Attorney at Law, Faegre Baker Daniels, LLP, 600 East 96th Street, Suite 600, Indianapolis, Indiana 46240, (317) 569-9600

EXHIBIT "A"

DESCRIPTION OF REAL ESTATE: TRACT 1

A PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST LOCATED IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST; THENCE ON THE EAST LINE OF SAID SOUTHEAST QUARTER SOUTH 00 DEGREES 17 MINUTES 08 SECONDS EAST (ASSUMED BEARING) 1834.41 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 58 SECONDS WEST 853.17 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 02 SECONDS WEST 237.22 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 58 SECONDS WEST 160.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 02 SECONDS WEST 726.94 FEET; THENCE NORTH 77 DEGREES 52 MINUTES 07 SECONDS EAST 77.08 FEET; THENCE NORTH 13 DEGREES 40 MINUTES 32 SECONDS WEST 290.00 FEET TO A NON TANGENT CURVE WITH A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 13 DEGREES 25 MINUTES 31 SECONDS; THENCE ON THE ARC OF SAID CURVE 267.12 FEET SAID CURVE HAVING A CHORD BEARING SOUTH 83 DEGREES 02 MINUTES 13 SECONDS WEST 266.51 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 58 SECONDS WEST 55.41 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 02 SECONDS WEST 597.98 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01 DEGREES 22 MINUTES 28 SECONDS WEST 55.28 FEET; THENCE NORTH 24 DEGREES 44 MINUTES 33 SECONDS EAST 174.40 FEET; THENCE NORTH 32 DEGREES 23 MINUTES 41 SECONDS EAST 696.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD #238 PER INSTRUMENT No. 200600001627; THENCE ON SAID RIGHT OF WAY LINE SOUTH 56 DEGREES 24 MINUTES 03 SECONDS EAST 1054.55 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID EAST LINE SOUTH 00 DEGREES 15 MINUTES 53 SECONDS EAST 206.72 FEET TO THE POINT OF BEGINNING CONTAINING 60.35 ACRES, MORE OR LESS.

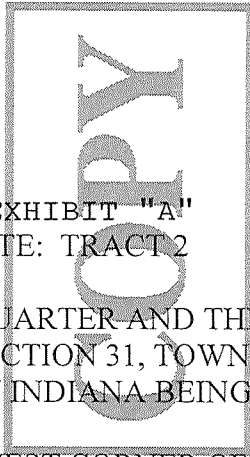


EXHIBIT "A"

DESCRIPTION OF REAL ESTATE: TRACT 2

PART OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST IN HAMILTON COUNTY INDIANA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST; THENCE NORTH ON THE WEST LINE OF SAID NORTHEAST QUARTER NORTH 00 DEGREES 23 MINUTES 06 WEST 1312.27 FEET TO A MAG NAIL ON THE SOUTH LINE OF A 0.18 ACRE TRACT OF REAL ESTATE DESCRIBE IN INSTRUMENT No. 200200075773; THENCE ON THE SOUTH LINE OF SAID 0.18 ACRE TRACT SOUTH 85 DEGREES 49 MINUTES 02 SECONDS EAST 258.32 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE SOUTHEAST CORNER OF SAID 0.18 ACRE TRACT; THENCE NORTH 05 DEGREES 35 MINUTES 48 SECONDS EAST 49.17 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE NORTHEAST CORNER OF SAID 0.18 ACRE TRACT; THENCE NORTH 85 DEGREES 23 MINUTES 11 SECONDS WEST 128.47 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE NORTHWEST CORNER OF SAID 0.18 ACRE TRACT; THENCE SOUTH 05 DEGREES 15 MINUTES 08 SECONDS WEST 40.12 FEET TO A 5/8" STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE NORTH LINE OF SAID 0.18 ACRE TRACT; THENCE ON SAID NORTH LINE NORTH 85 DEGREES 49 MINUTES 02 SECONDS WEST 131.11 FEET TO A MAG NAIL ON THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID WEST LINE NORTH 00 DEGREES 23 MINUTES 06 SECONDS WEST 156.45 FEET TO THE SOUTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 2013012111; THENCE ON SAID SOUTH LINE NORTH 89 DEGREES 36 MINUTES 54 SECONDS EAST 40.00 FEET TO THE WEST LINE OF SAID TRACT OF REAL ESTATE; THENCE ON SAID WEST LINE NORTH 00 DEGREES 23 MINUTES 06 SECONDS WEST 50.00 FEET TO THE NORTH LINE OF SAID TRACT OF REAL ESTATE; THENCE ON SAID NORTH LINE SOUTH 89 DEGREES 36 MINUTES 54 SECONDS WEST 40.00 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID WEST LINE NORTH 00 DEGREES 23 MINUTES 06 WEST 52.09 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD No. 238 PER INSTRUMENT No. 200600001627; THENCE ON SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING 5 COURSES: 1) THENCE NORTH 89 DEGREES 30 MINUTES 45 SECONDS EAST 4.65 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED MILLER SURVEYING; 2) THENCE NORTH 16 DEGREES 09 MINUTES 36 SECONDS EAST 343.45 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED MILLER SURVEYING; 3) THENCE NORTH 63 DEGREES 51 MINUTES 31 SECONDS EAST 72.09 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED MILLER SURVEYING; 4) THENCE SOUTH 39 DEGREES 31 MINUTES 55 SECONDS EAST 135.27 FEET TO A 5/8" STEEL REBAR WITH YELLOW CAP STAMPED MILLER SURVEYING; 5) THENCE SOUTH 56 DEGREES 49 MINUTES 40 SECONDS EAST 797.22 FEET; THENCE SOUTH 33 DEGREES 10 MINUTES 20 SECONDS WEST 380.30 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 06 SECONDS EAST 1077.61 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 45 SECONDS WEST 706.92 FEET TO THE POINT OF BEGINNING CONTAINING 29.11 ACRES, MORE OR LESS.