

**CITY OF BLOOMINGTON**



**FEBRUARY 4 @ 4:30 p.m.  
CITY HALL - HOOKER  
CONFERENCE ROOM #245**

**CITY OF BLOOMINGTON  
PLAT COMMITTEE AGENDA**

**February 4, 2013 at 4:30 p.m.**

**\*Hooker Conference Room, #245**

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**ROLL CALL**

**MINUTES TO BE APPROVED:** September 12, 2012

**REPORTS, RESOLUTIONS, AND COMMUNICATIONS:**

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**PETITION:**

**PUD-02-13     Neighborhood Solutions**  
**235 W. Dodds**  
Final plat approval of a 20-lot subdivision for a mixed-use development  
*(Case Manager: Eric Greulich)*

**DP-03-13     Michael Korus**  
**120 E. Dixie St.**  
Preliminary and final plat approval of a 2-lot subdivision *(Case Manager: Patrick Shay)*

**PUD-04-13     Mayta Lerttamrab**  
**983 S. Mary Beth Dr.**  
Final plat amendment to Lot #29 of Gentry South *(Case Manager: Eric Greulich)*

End of Agenda

*Next meeting: March 4, 2013*

**BLOOMINGTON PLAT COMMITTEE  
STAFF REPORT  
LOCATION: 223 W. Dodds Street**

**CASE #: PUD-02-13  
DATE: February 4, 2013**

**PETITIONER: Neighborhood Solutions, LLC  
601 W. Dodds Street, Bloomington**

**COUNSEL: Bynum Fanyo & Associates  
528 N Walnut St, Bloomington**

**REQUEST:** The petitioner is requesting final plat approval of a 20-lot mixed use subdivision

**SITE INFORMATION:**

<b>Lot Area:</b>	1.71 acres
<b>Proposed Units:</b>	18.05 units (including D.U.E.)
<b>Proposed Density:</b>	10.5 units/acre
<b>Current Zoning:</b>	Planned Unit Development
<b>Proposed Zoning:</b>	Planned Unit Development
<b>GPP Designation:</b>	McDoel Switchyard - Community Activity Center
<b>Existing Land Use:</b>	Vacant
<b>Proposed Land Use:</b>	Single Family Residential/Multi-Family Residential/Commercial
<b>Surrounding Uses:</b>	North – Offices South – Mini-warehouse East – Offices/Warehouse Storage/Retail West – Industrial/Single Family Residences (McDoel Neighborhood)

**REPORT:** The site is located at the southeast corner of W. Dodds St. and S. Morton St. and is currently vacant. The property is an open field with several scattered mature trees throughout the property. The B-Line Trail (Phase 2) runs parallel with the property along the west property line. There is a 16.5' wide alley that runs north to south along the east side of the property that spans from Dodds St. to Allen St. to the south.

This property received rezoning approval in 2012 (PUD-18-12) to allow an amendment to the original outline plan to add multi-family and commercial uses to the list of permitted uses for some of the lots. The Plan Commission also approved the preliminary plat at that time. The petitioner is now requesting final plat approval for a 20-lot subdivision.

The approved site plan is described as follows:

**Lots #1-12** – The southern 2/3 of the property would feature 12 single family lots. Proposed are single family residences that would all face the B-Line Trail to the west. The development standards for these lots are similar to the original PUD approval in 2009 with 4' setbacks from side property lines and 28' lot widths. The

narrow lots and reduced setbacks are designed to increase density and to bring the houses closer to the B-Line trail. There is a 22' build-to-line shown on the fronts to insure a uniform block face along the trail. Parking for each lot will be provided on individual driveways that access an existing alley that runs north/south behind the proposed houses.

**Lot #13A-13F** - To the north of the single family lots, the petitioner proposes a 5-unit zero lot-line townhouse building. Each of these units is proposed to be placed on its own lot. In addition there is one common area lot for an adjacent parking area and utilities. A covered bike parking area and 6 vehicular parking spaces have been provided on this lot to meet parking needs. The preliminary plat for this area anticipated only one lot with condo units. Staff finds the proposal to be appropriate, but will need to seek a preliminary plat amendment to increase the number of lots from 15 to 20. With this plat, staff is recommending keeping Lot 13 as one lot to be further subdivided in the future.

**Lot #14** – At the northwest corner of the property there will be a two-story, mixed-use building designed similar to a train depot station with a 3,200 sq. ft ground floor nonresidential space and 3, 2-bedroom apartments on the second floor. There will be a total of 24 parking spaces on-site to meet parking needs for the building. On-street parking will also be created on the south side of Dodds Street. Covered bike parking will be provided below the building for use by the tenants. A second bike parking area will be provided along the front for patrons.

**Lot #15** – At the northeast corner of the property there will be a two-story, mixed-use building designed similar to a Carriage House with 1,000 sq. ft. of ground floor nonresidential space and a 2-bedroom apartment on the second floor. This building is designed to be used as a live/work building. Parking for this lot will be shared with the parking lot for Lot #14.

**Access:** There is an existing 16.5' wide alley that runs north and south along the east property line. This alley connects Dodds St. to Allen St. As part of this petition, the alley would be widened to 20' to allow the Fire Department adequate area to setup their vehicles and this additional right-of-way dedication has been shown on the final plat. Each single family lot would have a driveway directly to the alley. The zero lot-line townhouse building would have 6 parking spaces directly off of the alley. The surface parking lot for the two mixed-use buildings will have one drivecut on the alley for sole access.

**Parking:** For the single family lots, the petitioner is proposing to provide a small driveway in the rear of the lots to provide parking for each lot. The driveways would each be accessed directly from the alley located along the east property line. The condo building would have 6 parking spaces for the 5 dwelling units, as well as covered bike parking adjacent to the building.

The mixed-use buildings would both share 24 parking spaces located on Lot #14. There will be 4 new on-street parking spaces created along the south side of Dodds St. adjacent to this project.

**Development Standards for Single Family Lots:** With the rezoning, the petitioner was approved to use the Residential Core (RC) district standards for the single family lots. These standards were modified to include the following exceptions:

- 4-foot side yard setbacks
- 22-foot build-to line
- 1 foot bay encroachment (no foundation permitted)
- 65% maximum impervious surface coverage
- 20-foot rear setback standard

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#### **FINAL PLAT ISSUES:**

**Utilities:** The petitioner is connecting to an existing sanitary sewer line located along Morton St. A connection to the sanitary line will be placed under the trail and individual laterals will all be on the east side of the trail. Water connections are available along Dodds St. and a new line will be installed within the alley right-of-way that extends south along the property. Stormwater detention will be addressed through two underdrains that run north and south along the west and east sides of the property. These will all collect and drain into an Aquaswirl stormwater improvement structure before connecting to the City's existing stormwater lines in Dodds St. Easements have been shown for all utility lines not located within the public right-of-way. The UDO requires that stormwater detention areas must be located on the lot that they are serving or placed in common area if they serve multiple lots. Due to the unique layout and goals of this PUD it is not practical to create a separate lot solely for the purpose of stormwater detention. The Plan Commission approved the site plan to allow the stormwater detention system to go across multiple property lines and to not be located in a Common Area.

**Sidewalk/Street Trees:** With the subdivision, the petitioner is required to dedicate right-of-way 25' from centerline of Dodds St, which has been shown on the plat. A 5' wide concrete sidewalk and street trees not more than 40' from center are required to be installed on Dodds St. The proposed site plan shows the sidewalk along Dodds St. that will connect to the B-Line trail.

**Floodplain:** The petitioner has shown the 100-year base flood elevations on the final plat. The plat has shown all portions of the site below the 100-year base flood elevation within a drainage easement. The Plan Commission approved a waiver to not place the floodway in a separate common area as would typically be required by the UDO. No buildings are allowed to be constructed within the floodplain.

**Right-of-Way:** The petitioner is dedicating approximately 7.39' of right-of-way along Dodds St. to provide a total of 25' from centerline dedication. The petitioner is also dedicating 4' of right-of-way along the alley which has been shown on the final plat.

**Addresses:** The single family lots and zero lot-line building will be addressed from Morton Street and the addresses for these lots has been shown on the final plat. The Fire Department has asked that the addresses be posted on the front and back sides of the houses. If a detached garage is constructed the address should be posted on the back side of the garage facing the alley. All addresses should be noted on the final plat. The mixed-use buildings will be addressed from Dodds Street.

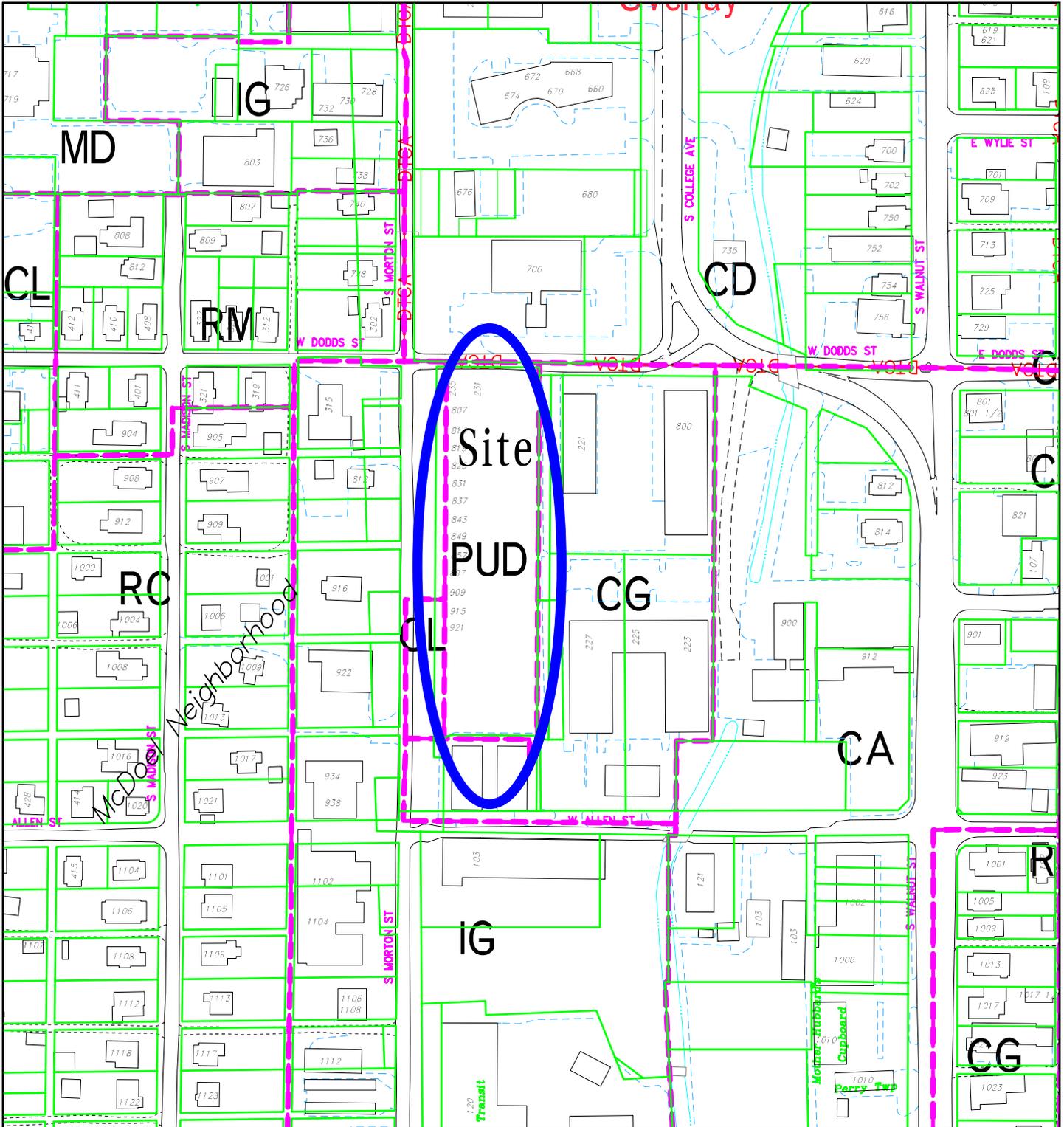
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**CONCLUSION:** Staff finds that with the exception of Lot 13, this plat meets the requirements of the Unified Development Ordinance. The size of the lots and lot standards are consistent with the approved outline plan and preliminary plat.

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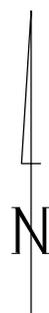
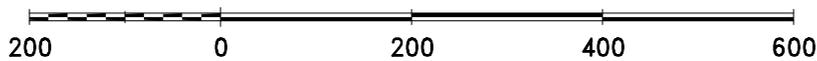
**RECOMMENDATION:** Staff recommends approval of the final plat with the following conditions:

1. Approved per terms and conditions of PUD-18-12.
2. The driveways for the single family lots within the floodplain must be constructed of permeable materials.
3. No buildings are allowed within the floodplain. The lowest finished floor of the residences must be 2' above the 100-year floodplain elevation.
4. Lots 13A-F will be shown as just Lot 13 on the plat prior to signature.
5. The Facilities Maintenance Plan must define all easements.

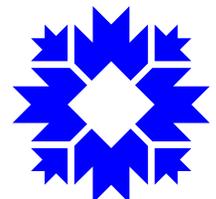


PUD-02-13 Neighborhood Solutions  
 223 W Dodds Street  
 Plat Committee  
 Site Location, Zoning, Land Use, Parcels

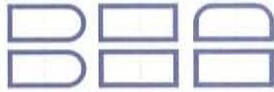
By: greulice  
 31 Jan 13



City of Bloomington  
 Planning



Scale: 1" = 200'



BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE  
CIVIL ENGINEERING  
PLANNING

January 4, 2013

City of Bloomington Plat Committee  
401 N. Morton Street  
Bloomington, IN 47403

Re: B-Line Station Final Plat Approval  
BFA #401204

Our client, Neighborhood Solutions, LLC, respectfully request final plat approval creating twenty lots as approved by the plan commission and as further described below.

Lot 1 contains 0.10 acres and lots 2-12 each contain 0.09 acres and will consist of single-family homes. There will be a Declaration of Conditions, Restrictions, Reservations and Protective Covenants generated for these lots. Proposed construction on these lots is anticipated to commence April 2013.

Lots 13A-E contains 0.12 acres combined and will consist of a 5-unit "Green" condominium building. Lot 13F contains 0.04 acres and will consist of a parking lot for use by residents of lots 13A-E. A Homeowners Association will be developed addressing the use and care of this lot. A Declaration of Conditions, Restrictions, Reservations and Protective Covenants will be generated as well. Proposed construction dates on these lots is unknown

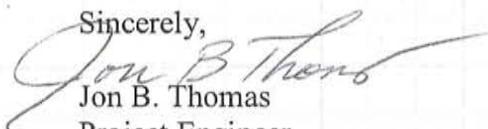
Lot 14 contains 0.29 acres and will consist of the "Depot Building" having a commercial establishment on the main level with rental apartments above and parking below. Proposed construction is anticipated to commence mid January 2013.

Lot 15 contains 0.05 acres and will consist of the "Carriage House", a mixed-use 2-story building. Proposed construction date is unknown.

7.39 feet of Right of way will be dedicated along Dodds Street and 4.00 feet along the adjacent platted alley.

If you have any questions regarding this plat please contact me anytime.

Sincerely,



Jon B. Thomas  
Project Engineer  
Bynum Fanyo & Associates

Copy: BFA File #401204



B-LINE STATION SUBDIVISION FINAL PLAT

Legal Description

Lots Number 4,5,6,7 and 8 in Lowe's Addition to the City of Bloomington, Indiana; Also a part of Lots Number 3 and 9 in Lowe's Addition as recorded in Plat Cabinet B, Envelope 6; Also that portion of Park Avenue in said City of Bloomington, Indiana, in Seminary Lot Number 64; Also a part of the West half of Section 4, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, all being recorded in the Office of the Recorder, Monroe County, Indiana, more particularly described as follows:

Commencing at the northwest corner of Seminary Outlot 64 and the northwest corner of said Lot 9; Thence on the north line of said seminary outlot and said Lot 9 South 89 degrees 52 minutes 27 seconds East 132.00 feet; Thence leaving the north line of said seminary outlot and on the east line of said Lowe's Addition South 00 degrees 12 minutes 50 seconds East 13.50 feet to the true point of beginning; Thence continuing on said east line South 00 degrees 12 minutes 50 seconds East 509.05 feet; Thence leaving said east line and bisecting Lot 3 North 89 degrees 33 minutes 16 seconds West 121.61 feet; Thence South 68 degrees 08 minutes 36 seconds West 26.24 feet to a point that is 14.00 feet west of the west line of said Lowe's Addition; Thence parallel to said west line North 00 degrees 12 minutes 50 seconds West 518.19 feet; Thence leaving said parallel line and on a line parallel with said north line of seminary outlot 64 and Lot 9 South 89 degrees 52 minutes 27 seconds East 146.00 feet to the Point of Beginning containing within 1.71 acres, more or less.

CERTIFICATE OF SURVEYOR

I, Douglas R. Curry, hereby certify that I am a Professional Land Surveyor licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me on \_\_\_\_\_, 2013; that all the elements shown thereon actually exist, and that their location, size, type, and material are accurately shown.

Douglas R. Curry Indiana L.S. No. 8910006
Brynno Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404
(812) 332-8030

CERTIFICATE OF APPROVAL OF COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority of Chapter 174 - Acts of 1947 - enacted by the General Assembly of the State of Indiana and Ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington, as follows:

Approved by the City Plan Commission at a meeting held \_\_\_\_\_, 2013.

(Tom Mircuda)

(Jack Baker) President Bloomington Plan Commission

Approved by the Board of Public Works at a meeting held \_\_\_\_\_, 2013

(Chairperson)

(Member)

SOURCE OF TITLE: Instrument Number 2012002366

OWNERS: Neighborhood Solutions, LLC

ZONING: PUD

The undersigned, as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title to renege against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

Neighborhood Solutions, LLC, the owner of the real estate shown and described herein, does hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as B-LINE STATION SUBDIVISION, an addition to the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are dedicated to the public.

Front and side yard building setback lines are established as shown on the plat, between which lines and the property lines of the adjacent streets no building or other structure shall be erected or maintained.

The strips of ground that are shown on the plat and marked "easement" are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires. buildings or other structures shall not be erected or maintained on these strips.

This subdivision shall be subject to the Declaration Of Covenants, Conditions, and Restrictions as set forth in Instrument Number \_\_\_\_\_ in the Office of the Recorder of Monroe County, Indiana.

This subdivision shall be subject to the Declaration and Code Of By-laws Of Marton & Dadds Subdivision Owners Association, Inc. as set forth in Instrument Number \_\_\_\_\_ in the Office of the Recorder of Monroe County, Indiana.

This subdivision shall be subject to the Declaration Of Incorporation Of Marton & Dadds Subdivision Owners Association, Inc. as set forth in Instrument Number \_\_\_\_\_ in the Office of the Recorder of Monroe County, Indiana.

Lots 13, 4, & E will be subject to the Bylaws of garden green Owner's Association as set forth in Instrument Number \_\_\_\_\_ in the Office of the Recorder of Monroe County, Indiana.

Neighborhood Solutions, LLC

Signed and Sealed \_\_\_\_\_, 2013.

Signature

Name Printed

STATE OF INDIANA )
COUNTY OF MONROE )

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

County of Residence

Commission Expiration

Notary Public, Written

Notary Public, Printed

EASEMENT DEFINITIONS

Easement: A non-possessory interest in land granted by a property owner to the City, the general public, a corporation, or other persons for specific purposes including but not limited to the construction of utilities, drainage ways, and streets, or for the protection of natural features.

Easement, Drainage: An easement that permits the unobstructed flow of upstream storm water runoff. A drainage easement may include detention or retention ponds, swales, wetlands or underground pipes, and which allows the City Utilities Department exclusive access for installation, maintenance, repair or removal of drainage facilities.

Easement, Pedestrian: An easement that permits the general public the right to access the easement for purposes of walking, running, bicycling, skating, or utilizing certain classes of non-motorized vehicles, and grants the City the right to construct, alter, repair, maintain, or remove improvements within the easement area.

Easement, Sanitary Sewer: An easement that allows the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.

Easement, Utility: An easement that allows both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.

Easement, Waterline: An easement that allows the City Utilities Department exclusive access for installation, maintenance, repair, or removal of potable water facilities.

B-LINE STATION SUBDIVISION FINAL PLAT
223 W. DODDS STREET
JOB NO. 401204
APRIL 10, 2012
SHEET 2 OF 2

**B-LINE STATION  
LOTS 13 A-F**

**FACILITY MAINTENANCE PLAN**

January 15, 2013

**Prepared by:  
Bynum Fanyo & Associates, Inc.  
528 N. Walnut Street  
Bloomington, Indiana 47404**

**Purpose:**

This facility maintenance plan was developed to specify maintenance standards for lots 13 A-F as described in the plat for the B-Line Station Subdivision, Bloomington, Indiana and the respective Declarations of Covenants, Conditions, and Restrictions. It shall be used as a guide to the site contractor during construction activities and the owner, Garden Green Owner's Association upon the completion of construction.

**Pre-Construction:**

Prior to commencement of construction activities a pre-construction meeting will be held with the contractor (operators & laborers), owner, engineer, architect, and City Inspectors to go over the construction plans, erosion control plan, any necessary City Planning conditions and the expectations for the project in accordance with 327 IAC 15-5-7 (9).

*“(9) The project site owner shall inform all general contractors, construction management firms, grading or excavating contractors, utility contractors, and the contractors that have primary oversight on individual building lots of the terms and conditions of this rule and the conditions and standards of the storm water pollution prevention plan and the schedule for proposed implementation.”*

**During Construction:**

Prior to commencing grading activities the contractor will be required to install all erosion control practices as outlined on the erosion control plan. These practices will then be inspected and approved by the City of Bloomington before grading activities commence.

During construction the contractor will be required to inspect and perform necessary maintenance of all erosion control structures daily with weekly reports and upon completion of every “major” rainfall event per 327 IAC 15-5-7 (18 A-C). Please see the below information taken from the Indiana Code regarding Rule 5 maintenance and responsibilities.”

- (18) A self-monitoring program that includes the following must be implemented:
- (A) A trained individual shall perform a written evaluation of the project site:
    - (i) by the end of the next business day following each measurable storm event;
    - and
    - (ii) at a minimum of one (1) time per week.
  - (B) The evaluation must:
    - (i) address the maintenance of existing storm water quality measures to ensure they are functioning properly; and
    - (ii) identify additional measures necessary to remain in compliance with all applicable statutes and rules.
  - (C) Written evaluation reports must include:
    - (i) the name of the individual performing the evaluation;
    - (ii) the date of the evaluation;
    - (iii) problems identified at the project site; and
    - (iv) details of corrective actions recommended and completed.
  - (D) All evaluation reports for the project site must be made available to the

*inspecting authority within forty-eight (48) hours of a request.”*

The contractor shall be responsible for maintaining each erosion control device in accordance with the erosion control plan prepared by Bynum Fanyo & Associates, Inc. and the latest edition of the Indiana Handbook for Erosion Control in Developing Areas.

In order to prevent erosion of soil offsite temporary seeding will be required in areas that are left inactive for fifteen (15) days or more in accordance with 327 IAC 15-5-7 (16). Specific seeding types will be dependant on the weather. During times of the year when soil temperatures are less than 50°F a Dormant and Frost Seeding mix shall be employed as detailed in the construction plans. When soil temperatures are above 50°F a Temporary Seeding Mix shall be employed as also specified in the construction plans.

*“(16) Unvegetated areas that are scheduled or likely to be left inactive for fifteen (15) days or more must be temporarily or permanently stabilized with measures appropriate for the season to minimize erosion potential. Alternative measures to site stabilization are acceptable if the project site owner or their representative can demonstrate they have implemented erosion and sediment control measures adequate to prevent sediment discharge. Vegetated areas with a density of less than seventy percent (70%) shall be restabilized using appropriate methods to minimize the erosion potential.”*

### **Post-Construction (Owner Responsibilities):**

At the completion of construction it will be the responsibility of the Owner, “Garden Green Owner’s Association” to inspect and maintain all hardscaping, landscaping, and the water-quality swale with underdrain that extends within a drainage easement along the west side of lots 4-12 as described in the plat for the B-Line Station Subdivision, Bloomington, Indiana.

All responsibilities for inspection, maintenance, and repair as well as their associated costs which shall be borne by the Owner shall also be borne by any successors in interest to the property. In the event that the Owner fails to meet these responsibilities the city is hereby granted the right to enter and make any necessary maintenance repairs and recover its costs by billing the Owner or place a lien on the property when payment is not made in a timely manner.

### **Hardscaping:**

Hardscaping includes sidewalks, patios, and parking surfaces (see Exhibit ‘A’). Surfaces shall not be allowed to accumulate significant amounts of debris such as leaves, sand, trash, and grass clippings. Surfaces shall also be cleared of snow in accordance with the City of Bloomington’s ordinance. Weeds shall be manually removed from cracks in sidewalks and other concrete surfaces as needed.

### **Landscaping:**

Once the site has been established all landscape maintenance will be provided by the Owner. The use of fertilizers and pesticides shall be used sparingly on the site. Only naturally occurring fertilizers shall be utilized in the care of this area.

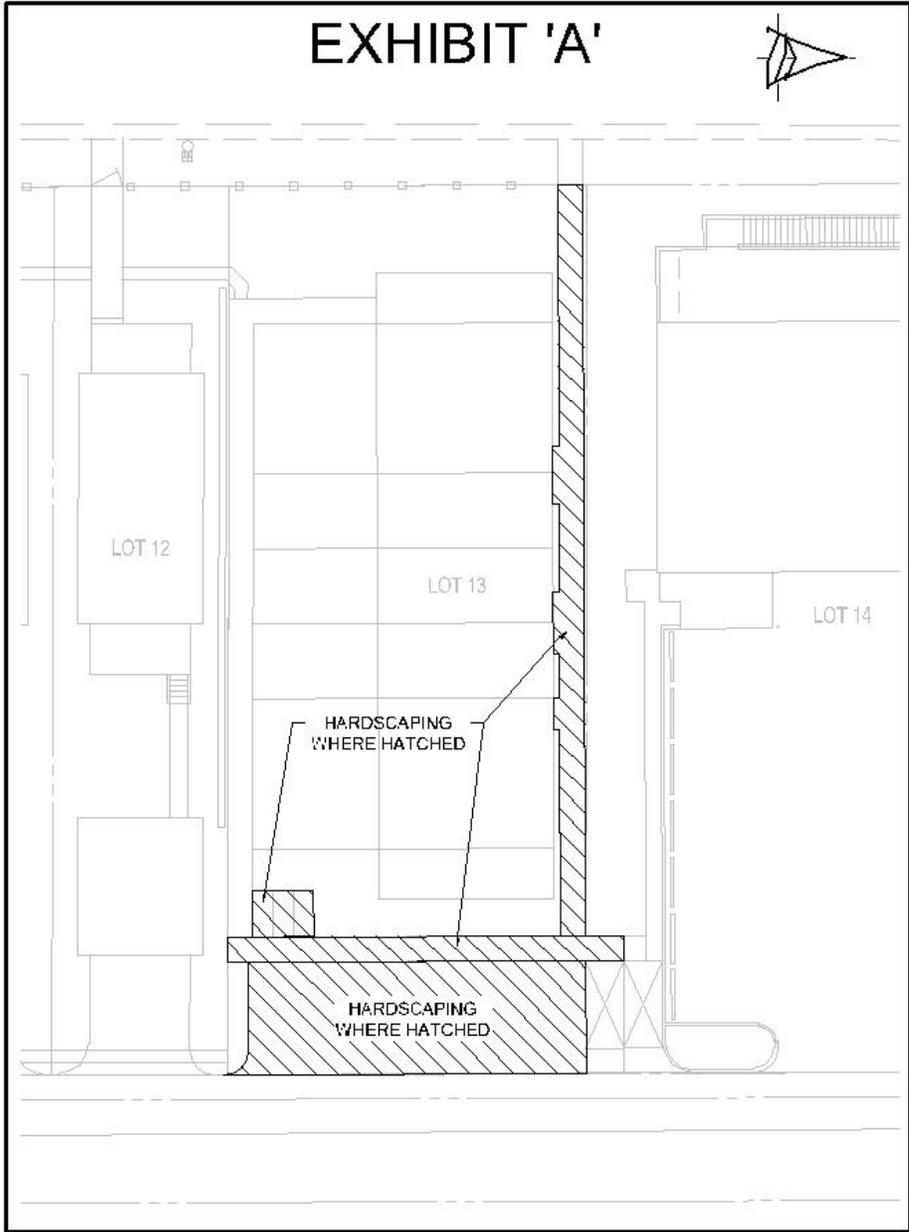
The following is a listing of routine landscaping tasks and their maintenance frequency.

<u>Task</u>	<u>Frequency</u>
Mowing & Trimming	As needed
Tree Pruning	As needed
Planter mulch topping	Bi-annually
Turf reseeding	As needed to maintain mature turf

**Water-Quality Swale with Underdrain Piping:**

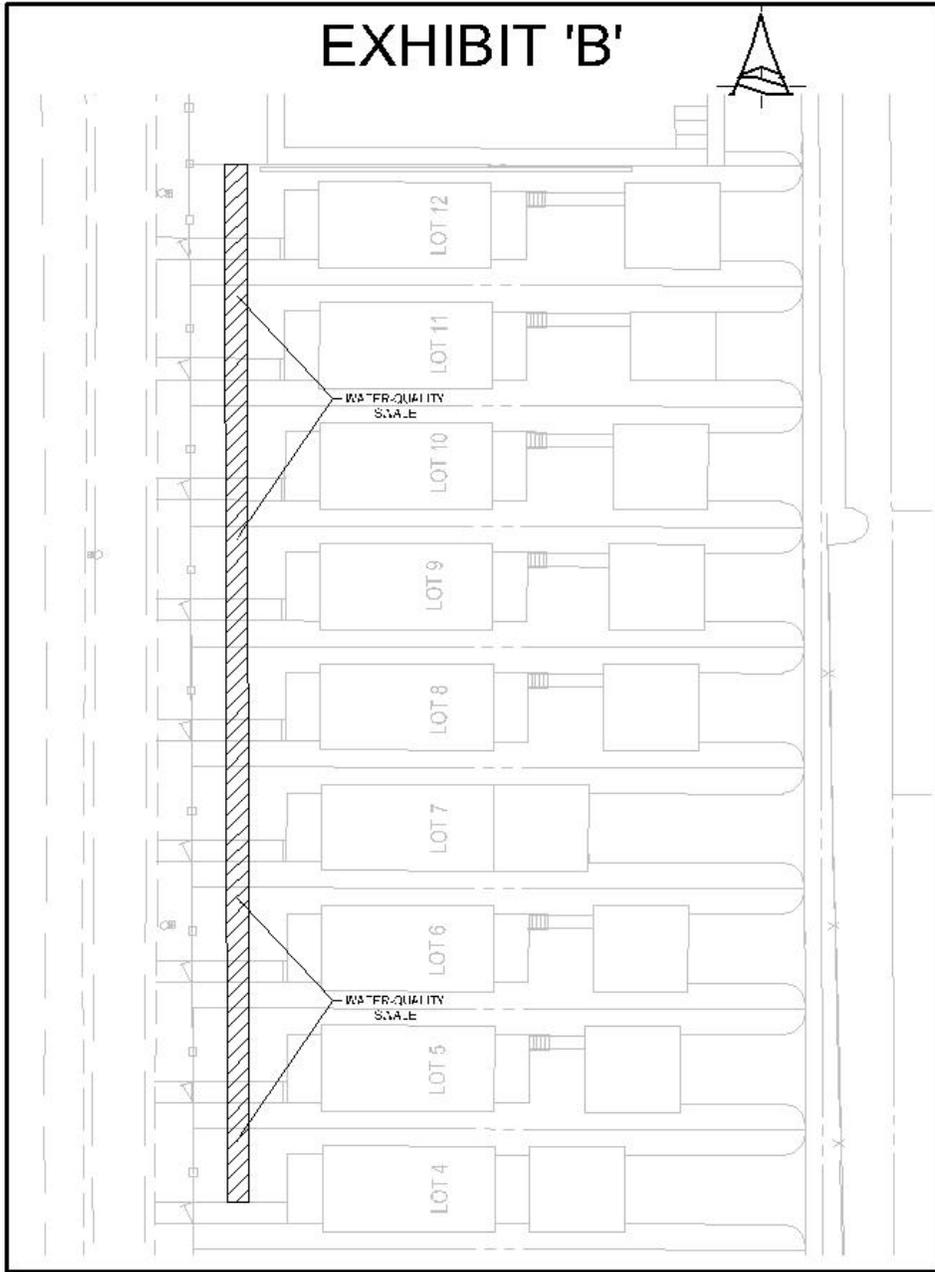
The water-quality swale is located in a drainage easement along the west edge of lots 4 through 12 as described in the plat for the B-Line Station Subdivision, Bloomington, Indiana (see Exhibit 'B'). The swale section consists of approximately 4 inches of topsoil above a 4 inch bed of number 57 crushed aggregate (encased in filter fabric) above a 12 to 18 inches layer of number 2 crushed aggregate which also contains a single straight run of 8-inch SDR-35 perforated underdrain pipe. This underdrain pipe connects to a yard inlet located on the lot 12/13 property line. The purpose of this swale is to filter stormwater runoff prior to discharging offsite.

Quarterly inspections of the swale, under drains, and the yard inlet shall be completed. If any damage to these features is discovered then repairs or replacement shall be immediate. Excess sediment shall not be allowed to accumulate in the swale flowline and must be properly disposed of offsite. Care should be exercised when excavating so as not to penetrate the underlying underdrain components. After excavating sediment, the flowline of the swale shall be carefully roto-tilled, raked, and reseeded.



G:\Engineering\Jobs\2012\401204 Morton & Dodds\Drawings\401204 Lot 13.dwg ExhibitA 1/17/2013 11:01:33 AM jayrobinson

G:\Engineering\Jobs\2012\401204 Morton & Dodds Drawings\401204 Lot 13.dwg, Exhibit B, 1/17/2013 10:42:48 AM, jayrobinson



**B-LINE STATION  
LOT 14**

**FACILITY MAINTENANCE PLAN**

January 15, 2013

**Prepared by:  
Bynum Fanyo & Associates, Inc.  
528 N. Walnut Street  
Bloomington, Indiana 47404**

**Purpose:**

This facility maintenance plan was developed to specify maintenance standards for lot 14 as described in the plat for the B-Line Station Subdivision, Bloomington, Indiana and the respective Declarations of Covenants, Conditions, and Restrictions. It shall be used as a guide to the site contractor during construction activities and the Owner of lot 14 upon the completion of construction.

**Pre-Construction:**

Prior to commencement of construction activities a pre-construction meeting will be held with the contractor (operators & laborers), owner, engineer, architect, and City Inspectors to go over the construction plans, erosion control plan, any necessary City Planning conditions and the expectations for the project in accordance with 327 IAC 15-5-7 (9).

*“(9) The project site owner shall inform all general contractors, construction management firms, grading or excavating contractors, utility contractors, and the contractors that have primary oversight on individual building lots of the terms and conditions of this rule and the conditions and standards of the storm water pollution prevention plan and the schedule for proposed implementation.”*

**During Construction:**

Prior to commencing grading activities the contractor will be required to install all erosion control practices as outlined on the erosion control plan. These practices will then be inspected and approved by the City of Bloomington before grading activities commence.

During construction the contractor will be required to inspect and perform necessary maintenance of all erosion control structures daily with weekly reports and upon completion of every “major” rainfall event per 327 IAC 15-5-7 (18 A-C). Please see the below information taken from the Indiana Code regarding Rule 5 maintenance and responsibilities.”

*(18) A self-monitoring program that includes the following must be implemented:*

*(A) A trained individual shall perform a written evaluation of the project site:*

*(i) by the end of the next business day following each measurable storm event;*  
*and*

*(ii) at a minimum of one (1) time per week.*

*(B) The evaluation must:*

*(i) address the maintenance of existing storm water quality measures to ensure they are functioning properly; and*

*(ii) identify additional measures necessary to remain in compliance with all applicable statutes and rules.*

*(C) Written evaluation reports must include:*

*(i) the name of the individual performing the evaluation;*

*(ii) the date of the evaluation;*

*(iii) problems identified at the project site; and*

*(iv) details of corrective actions recommended and completed.*

*(D) All evaluation reports for the project site must be made available to the*

*inspecting authority within forty-eight (48) hours of a request.”*

The contractor shall be responsible for maintaining each erosion control device in accordance with the erosion control plan prepared by Bynum Fanyo & Associates, Inc. and the latest edition of the Indiana Handbook for Erosion Control in Developing Areas.

In order to prevent erosion of soil offsite temporary seeding will be required in areas that are left inactive for fifteen (15) days or more in accordance with 327 IAC 15-5-7 (16). Specific seeding types will be dependant on the weather. During times of the year when soil temperatures are less than 50°F a Dormant and Frost Seeding mix shall be employed as detailed in the construction plans. When soil temperatures are above 50°F a Temporary Seeding Mix shall be employed as also specified in the construction plans.

*“(16) Unvegetated areas that are scheduled or likely to be left inactive for fifteen (15) days or more must be temporarily or permanently stabilized with measures appropriate for the season to minimize erosion potential. Alternative measures to site stabilization are acceptable if the project site owner or their representative can demonstrate they have implemented erosion and sediment control measures adequate to prevent sediment discharge. Vegetated areas with a density of less than seventy percent (70%) shall be restabilized using appropriate methods to minimize the erosion potential.”*

### **Post-Construction (Owner Responsibilities):**

At the completion of construction it will be the responsibility of Owners of Lot 14 to inspect and maintain all hardscaping, the Aqua-Swirl Stormwater Concentrator, and landscaping.

All responsibilities for inspection, maintenance, and repair as well as their associated costs which shall be borne by the Owner shall also be borne by any successors in interest to the property. In the event that the Owner fails to meet these responsibilities the city is hereby granted the right to enter and make any necessary maintenance repairs and recover its costs by billing the Owner or place a lien on the property when payment is not made in a timely manner.

### **Hardscaping:**

Hardscaping includes sidewalks, patios, and parking surfaces (see Exhibit ‘A’). Surfaces shall not be allowed to accumulate significant amounts of debris such as leaves, sand, trash, and grass clippings. Surfaces shall also be cleared of snow in accordance with the City of Bloomington’s ordinance. Weeds shall be manually removed from cracks in sidewalks and other concrete surfaces as needed.

### **Stormwater Quality Unit:**

The subject unit is an AquaShield brand model AS-4 Aqua-Swirl Concentrator. It is installed at the entrance to the parking lot of lot 14 (See Exhibit ‘A’). This unit is being used to clean stormwater of pollutants, oils, debris, sediments and the like prior to discharging via an underground storm network to Clear Creek. It has a 12 inch inlet pipe (from the north) and a 12 inch outlet pipe (to the east). It discharges to an inlet located about 7 feet east of the unit. Stormwater then flows from that inlet north and east to Clear Creek.

At the completion of construction it will be the responsibility of the Owner to inspect and maintain the Aqua-Swirl unit. It should be inspected on a quarterly basis during the first year of operation to develop an appropriate schedule of maintenance. Typically, the inspection schedule for subsequent years is reduced to semi-annual inspections.

The Aqua-Swirl can be inspected and maintained from the surface and will not require confined space entry. Floating oil and debris can be observed directly from the surface. Sediment depths can be determined by measuring from the top of the sediment pile to the surface of the water. When the sediment pile is within 30-36 inches of the water surface, the sediment should be removed.

Free-floating oil and debris can be removed directly through the 30 inch service access. A vacuum truck can be used to remove the accumulated sediment and debris. The entire storage area can be reached with a vacuum hose from the surface.

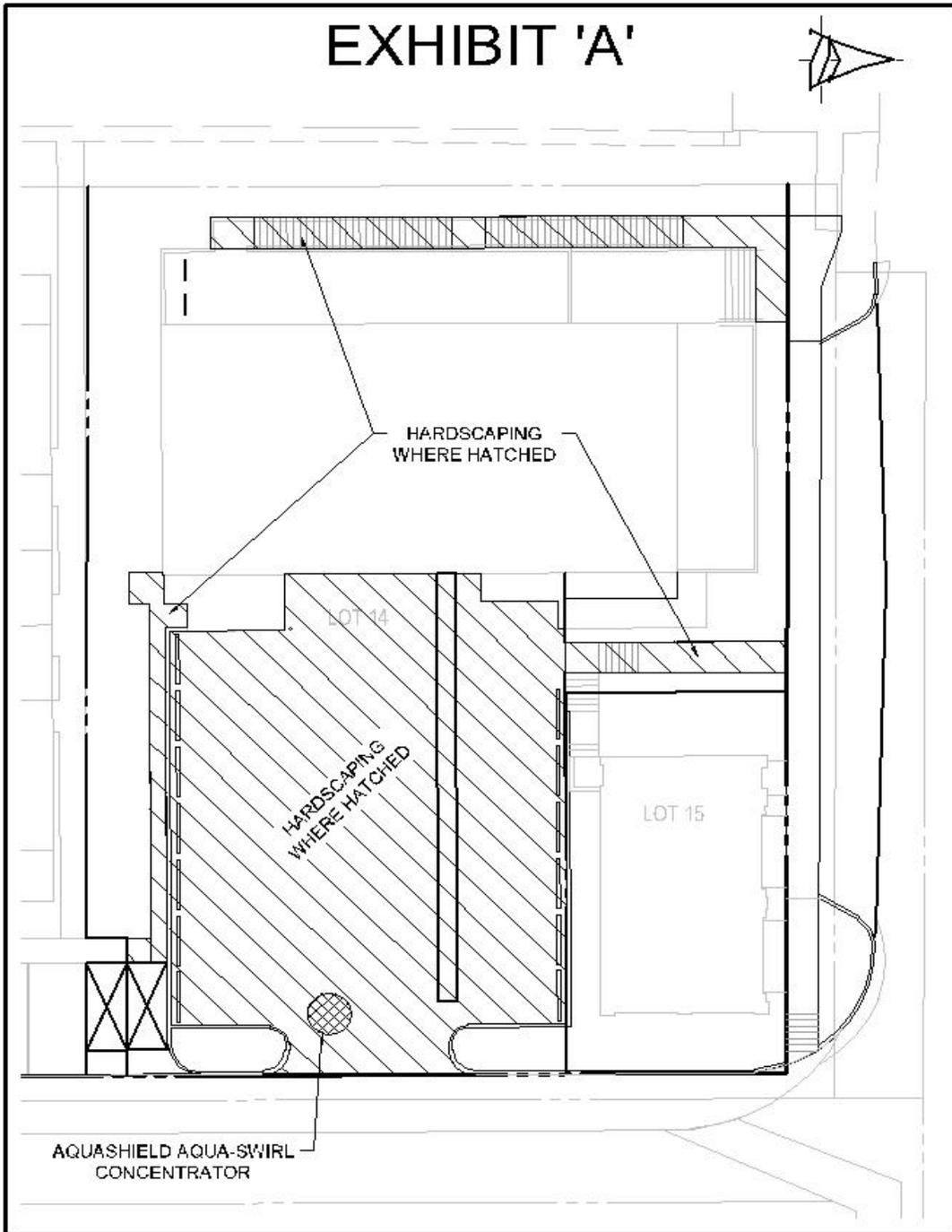
Materials removed from the Aqua-Swirl should be disposed of in the same fashion as other storm sewer debris. All materials removed from the Aqua-Swirl shall be handled and disposed of in accordance with local and state requirements.

**Landscaping:**

Once the site has been established all landscape maintenance will be provided by the Owner. The use of fertilizers and pesticides shall be used sparingly on the site. Only naturally occurring fertilizers shall be utilized in the care of this area.

The following is a listing of routine landscaping tasks and their maintenance frequency.

<u>Task</u>	<u>Frequency</u>
Mowing & Trimming	As needed
Tree Pruning	As needed
Planter mulch topping	Bi-annually
Turf reseeding	As needed to maintain mature turf



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**BYLAWS OF GARDEN GREEN OWNERS' ASSOCIATION BYLAWS**

**ARTICLE I. MEMBERSHIP**

**Membership**

Section 1.01. The members of the Garden Green Owners' Association ("Association") shall be the owners ("Owner" or collectively, "Owners") of the property located at 807 South Morton Street, City of Bloomington, State of Indiana (the "Property").

**Townhomes**

Section 1.02. The Property includes five (5) townhomes, more particularly described as follows:

TOWNHOME UNIT 1:	Lot 13E
TOWNHOME UNIT 2:	Lot13D
TOWNHOME UNIT 3:	Lot 13C
TOWNHOME UNIT 4:	Lot 13B
TOWNHOME UNIT 5:	Lot 13A

**ARTICLE II. VOTING, MAJORITY OF OWNERS, QUORUM, AND PROXIES**

**Voting**

Section 2.01. Every Owner in good standing shall be entitled to one vote for each unit.

**Proxies**

Section 2.02. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

**ARTICLE III. ASSOCIATION OF OWNERS**

**Creation and Responsibilities**

Section 3.01. The Owners of the Townhomes shall constitute the Association, which will have the responsibility of maintaining the Property, approving the annual budget, and establishing and collecting monthly assessments. Except as otherwise provided in these bylaws, decisions and resolutions of the Association shall require approval by a majority of Members. The Association shall be organized and operated as a not-for-profit corporation under the laws of the State of Indiana.

**Place of Meetings**

Section 3.02. Meetings of the Association shall be held at the principal office of the Property or such other suitable place convenient to the Owners as may be designated by the Board of Directors.

**Annual Meetings**

Section 3.03. The first annual meeting of the Association shall be held on February 1, 2014. Thereafter, annual meetings of the Association shall be held on the first Saturday in February in each succeeding year. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 of these bylaws. The Owners may also transact such other business of the Association as may properly come before them.

**Special Meetings**

Section 3.04. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless accompanied by the consent of four-fifths (4/5) of the Owners present either in person or by proxy.

**Notice of Meetings**

Section 3.05. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least fifteen (15) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

**Adjourned Meetings**

Section 3.06. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Order of Business**

Section 3.07. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

**ARTICLE IV. BOARD OF DIRECTORS****Number and Qualification**

Section 4.01. The affairs of the Association shall be governed by a Board of Directors

composed of five persons, all of whom must be Owners of units in the Property.

### **General Powers and Duties**

Section 4.02. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these bylaws directed to be exercised and done by the Owners.

### **Specific Duties**

Section 4.03. In addition to duties imposed by these bylaws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Property, the common areas and facilities, and the limited common areas and facilities, including disbursement of funds from the account of the Association to cover payment therefor upon certification by the management agent that such services have been properly performed or other expenses reasonably incurred.
- (b) Collection of assessments from the unit Owners.
- (c) Employment and dismissal of the personnel necessary for the maintenance and operation of the Property, the common areas and facilities, and the limited common areas and facilities.
- (d) Obtaining adequate and appropriate kinds of insurance.
- (e) Preparation, adoption, and distribution of the annual budget for the property.
- (g) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

### **Management Agent**

Section 4.04. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any contract or agreement with any such management agent shall conform to any requirements now or hereafter imposed on such agreements by law.

### **Election and Term of Office**

Section 4.05. At the first annual meeting of the Association the term of office of three Directors shall be fixed at two (2) years, and the term of office of two Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

### **Vacancies**

Section 4.06. Vacancies in the Board of Directors caused by any reason other than the removal of a Director or by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

**Removal of Directors**

Section 4.07. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

**Organization Meeting**

Section 4.08. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order for such meeting to be legally constituted, providing a majority of the entire Board shall be present.

**Regular Meetings**

Section 4.09. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone, or telegraph, at least ten (10) days prior to the day named for such meeting. All meetings shall be open to all unit Owners.

**Special Meetings**

Section 4.10. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director in the manner specified in Section 4.09, which notice shall state the time, place (as provided above), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

**Waiver of Notice**

Section 4.11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Quorum of Directors**

Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any

such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

### **Compensation of Board Members**

Section 4.13. Each member of the board shall receive no compensation for services, but shall be entitled to reimbursement from the Association for all expenses reasonably incurred in the discharge of said member's duties and responsibilities.

## **ARTICLE V. OFFICERS**

### **Designation of Officers**

Section 5.01. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

### **Election of Officers**

Section 5.02. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

### **Removal of Officers**

Section 5.03. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

### **President**

Section 5.04. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

### **Vice President**

Section 5.05. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

**Secretary**

Section 5.06. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

**Treasurer**

Section 5.07. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

**Compensation**

Section 5.08. The officers shall receive no compensation for their services, but shall be entitled to reimbursement from the Association for all expenses reasonably incurred in the discharge of their duties and responsibilities.

## **ARTICLE VI. FINANCE AND ADMINISTRATION**

**Books and Records**

Section 6.01. The Board of Directors, through the Treasurer and management agent, shall keep accurate books and financial records of the Property and the Association, including, but not limited to, a detailed account of the expenditures and receipts affecting the Property and its administration, and specifying the operating expenses of the Property. Such expenses shall be determined and allocated as hereinafter provided.

**Periodic Financial Statements**

Section 6.02. The Board shall cause to be prepared and distributed to each Owner annually an itemized accounting of the common expenses actually incurred and paid during the preceding period, together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the net excess or deficit of income over expenditures plus reserves.

**Access to Books and Records**

Section 6.03. The Books and records of the Association, and all other documents pertaining to the Property, shall be open to inspection by any Owner at all reasonable times during regular business hours.

**Preparation of Annual Budget**

Section 6.04. In preparing the annual budget of the Association, the Board of Directors shall include provision for reasonably anticipated expenses resulting from normal maintenance and wear and tear to the common areas and facilities, any extraordinary expenses that will be required, salaries and compensation for any employees of the Association not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to the administration of the Property, any reserves required under these bylaws or deemed necessary by the Board to meet unanticipated expenses, and such other items as are designated as expenses of the Association by these bylaws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-faith determination as to the cost at which such item or service can be obtained.

**Reserve Fund**

Section 6.05. The Association shall maintain a reserve fund to cover major repairs and replacement of common areas and facilities. This fund shall be used only for major repairs and replacement of the common areas and facilities, and for no other purpose. Twenty percent (20%) of the operating budget shall be deposited annually into the Reserve Fund by the Owners. Disputes relating to the use of the reserve fund will be resolved by the majority of Owners.

**Bio Swale and Drainage Facility Fund**

Section 6.06. The Association shall maintain a reserve fund to cover maintenance, repairs, and replacement of the bio swale and underground drainage facilities, including the easement described and conveyed in the plat and the portion of the bio swale considered as common area of the Property. The fund shall be initially funded with proportionate contributions from the sales of Lots 1-12. The contribution from each sale will be \$417.00. This fund shall be used only for maintenance, repairs, and replacement of the bio swale and underground drainage facilities, and for no other purpose.

**Remedies**

Section 6.07. (a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) Any dispute, claim, or grievance arising out of, or relating to, the interpretation or application of the bylaws, or management agreement, if any, shall, upon request of the parties thereto, be submitted to arbitration before the disinterested members of the Board; or, if the Board or the Association is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of the American Arbitration Association shall be applicable to any arbitration commenced hereunder, and the parties thereto shall accept the decision

of the arbitrators as final and binding. The management agreement shall contain provisions making this section applicable to all parties thereto.

(c) The Owners, Association, management agent, and any other interested parties shall additionally have such judicial remedies as are established or permitted by law; except insofar as such remedies are validly limited by Paragraph (b), *above*.

## **ARTICLE VII. OBLIGATIONS OF OWNERS**

### **Assessments**

Section 7.01. All Owners are obligated to pay monthly assessments imposed by the Association to meet the expenses set forth in its annual budget.

### **Maintenance and Repair**

Section 7.02. (a) Every Owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the Property in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the Owner's expense.

(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

### **Internal Changes and Use of Family Units**

Section 7.03. (a) All units shall be utilized for residential purposes only.

(b) An Owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the management agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 45 days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Association shall provide the Owner with written reasons for the denial of its approval to make any proposed structural modification or alteration.

### **Right of Entry**

Section 7.04. (a) An Owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the Owner is present at the time or not.

(b) An owner shall permit other Owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

### **Rules of Conduct**

Section 7.05. (a) No resident of the Property shall post any advertisements or posters of any kind in or on the Property except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. Any resident keeping domestic animals will abide by the Bloomington Municipal Code.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the Property.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the Property.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No Owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., on the exterior of the Property or which protrude through the walls or the roof of the Property except as authorized by the Association.

## **ARTICLE VIII. AMENDMENTS**

### **Amendments to Bylaws**

Section 8.01. These bylaws may be amended by the Association in a duly constituted meeting for such purpose upon approval of such amendments by the majority of Owners.

## **ARTICLE IX. MORTGAGEES**

### **Notice to Association**

Section 9.01. An Owner who mortgages his unit shall notify the Association through the management agent, if any, or the President of the Board of Directors in the event there is no management agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

**Notice of Unpaid Assessments**

Section 9.02. The Association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the Owner of such unit.

**ARTICLE X. COMPLIANCE WITH APPLICABLE LAW****Controlling Law**

Section 10.01. These bylaws are set forth to comply with the provisions of the Homeowners Associations Law, Indiana Code 32-25.5. In case any of these bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF RESTRICTIONS made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Neighborhood Solutions, LLC, referred to as "Declarant."

WHEREAS, Declarant is the owner of [Describe LOTS 1-12 either in this declaration or by reference to a recorded plat, including lot numbers ] ("Property"); and

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of its future owners;

NOW, THEREFORE, Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

### **Land Use and Building Type**

1. No lot shall be used except for residential purposes unless approved by the planning authority for home-based office. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

### **Dwelling Cost, Quality, and Size**

2. No dwelling shall be erected or constructed on any lot at less than the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, and shall be consistent with PUD-18-12. Materials shall be limited to fiber cement board, composite siding, brick, and stone. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet.

### **Building Location**

3. (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the build to lines shown on the recorded plat. There shall be a twenty two foot (22') build to line from the front lot line. All front porches shall be built to the 22' line to ensure a uniform block face along the B-Line Trail. No building shall be located on any lot nearer to the rear lot line than twenty feet (20').

(b) No building wall shall be located nearer than two feet (2') from the south line and four feet (4') from the north line and no side yard shall be required for a garage or other permitted accessory building located four feet (4') or more from the minimum building

setback line. No dwelling shall be located on any interior lot nearer to the rear lot line than shown on the plat.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

### **Garages and Parking Pads**

4. A one-story or two-story attached garage may not be located nearer to the rear lot line than shown on the plat and not nearer to any setback line than four feet. Detached one or two story garages may not exceed the amount allowed by the residential code. If attached, the garage may not exceed the height of the dwelling. If detached, the garage may not exceed two stories. A parking pad is permitted in lieu of or as a predecessor to a garage. The parking pad shall be constructed of concrete, brick, gravel or porous pavers. Parking of vehicles upon any other part of the Lot is not permitted.

### **Easements**

5. Two easements for installation and maintenance of bioswale and drainage facilities are reserved as shown on the recorded subdivision map on the front and rear of each lot. These easements are owned by the Garden Green Owners' Association ("Easement Owners"). Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the bioswale, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Owners of the Property shall not build any structures or place any fence posts, clothes line posts, trees, landscaping, or other underground construction in the swale and shall not otherwise damage, destroy, tamper with, or hinder the operation of the bioswale. Owners of the Property will allow access to the to the bio swale to the Easement Owners for its upkeep, maintenance and repair.

### **Temporary Structures**

6. No structure of a temporary character, including a temporary trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

### **Signs**

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

### **Oil and Mining Operations**

8. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other

structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

### **Livestock and Poultry**

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that accessory chicken flocks, dogs, cats, or other household pets may be kept.

### **Garbage and Refuse Disposal**

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

### **Water Supply**

11. No individual potable water-supply system shall be permitted on any lot.

### **Sewage Disposal**

12. No individual sewage-disposal system shall be permitted on any lot.

### **Bump-Outs**

13. Dwelling may have a bump-out, bay window, or similar construction on the south side, but said bump-out, bay window, or similar construction shall be no more than two (2) feet deep and shall cover no more than fifty percent (50%) of the length of the structure.

### **Fencing**

14. Owners of each property shall be obligated to maintain and replace the portion of the common fence that sits on the front of their lot in an architecturally reasonably identical style, color and material and shall not be taller than four feet (4') in height. Owners may not place a fence in the back of their lots closer than fifteen feet (15') from the rear property line. Fencing in the back of the lot must be wood, wood/composite material, synthetic, stone, or ornamental metal and shall not be greater than six (6) feet in height. Uncoated chain-link, livestock, and chicken wire fencing are prohibited.

### **PUD**

15. No building shall be erected, placed, or altered on any lot unless the construction plans and specifications and a plan showing the location of the structure are consistent with PUD 18-12 as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

### **Prohibited Activities**

16. No manufacturing, noxious, illegal, or offensive activities shall be carried on upon the Real Estate. No activity shall be conducted on the Real Estate which may be or may become an annoyance or a nuisance to the neighborhood in general.

**Satellite Dishes**

17. All satellite dishes shall be installed to the rear of the mid point of the main body of the House.

**Storage Buildings and Sheds**

18. Storage buildings and sheds up to a size of 8' x 10' are permitted but may not be placed on the Lot forward of the rear facade of the House.

**Tanks**

19. The installation or maintenance of bottle gas, or aboveground or underground storage tanks on the Real Estate shall be prohibited except for residential gas grill tanks.

**Maintenance of Ditches, Culverts, and Banks**

20. Lot owners shall maintain the ditches and banks along property line(s) and adjacent to any street. Lot owners shall not impede or interfere with drainage upon the Real Estate.

**Underground Utilities**

21. All telephone, data transmission, electrical and cable television or similar connection from the utilities' lines shall be underground from the street, unless deemed impractical by the company providing the service in writing.

**Alleys**

22. The alleys are for public use and shall be maintained by the City of Bloomington. Trash pick-up and snow removal in the alleys shall be according to the Public Works Policy of the City of Bloomington. Parking in the alleys is not permitted.

**Term**

23. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots sign and record an instrument revoking, altering, or otherwise changing said covenants in whole or in part. Within the first thirty years, a vote of 67% of the then owners of the lots may revoke, alter, or otherwise change said covenants in whole or in part by signing and recording an instrument.

**Enforcement**

24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**Severability**

25. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions the day and year first above written.

DECLARANT

\_\_\_\_\_  
Neighborhood Solutions, LLC  
By its Owner, Matthew D. Press

ACKNOWLEDGMENT BY LLC

STATE OF INDIANA        )ss:  
COUNTY OF MONROE    )

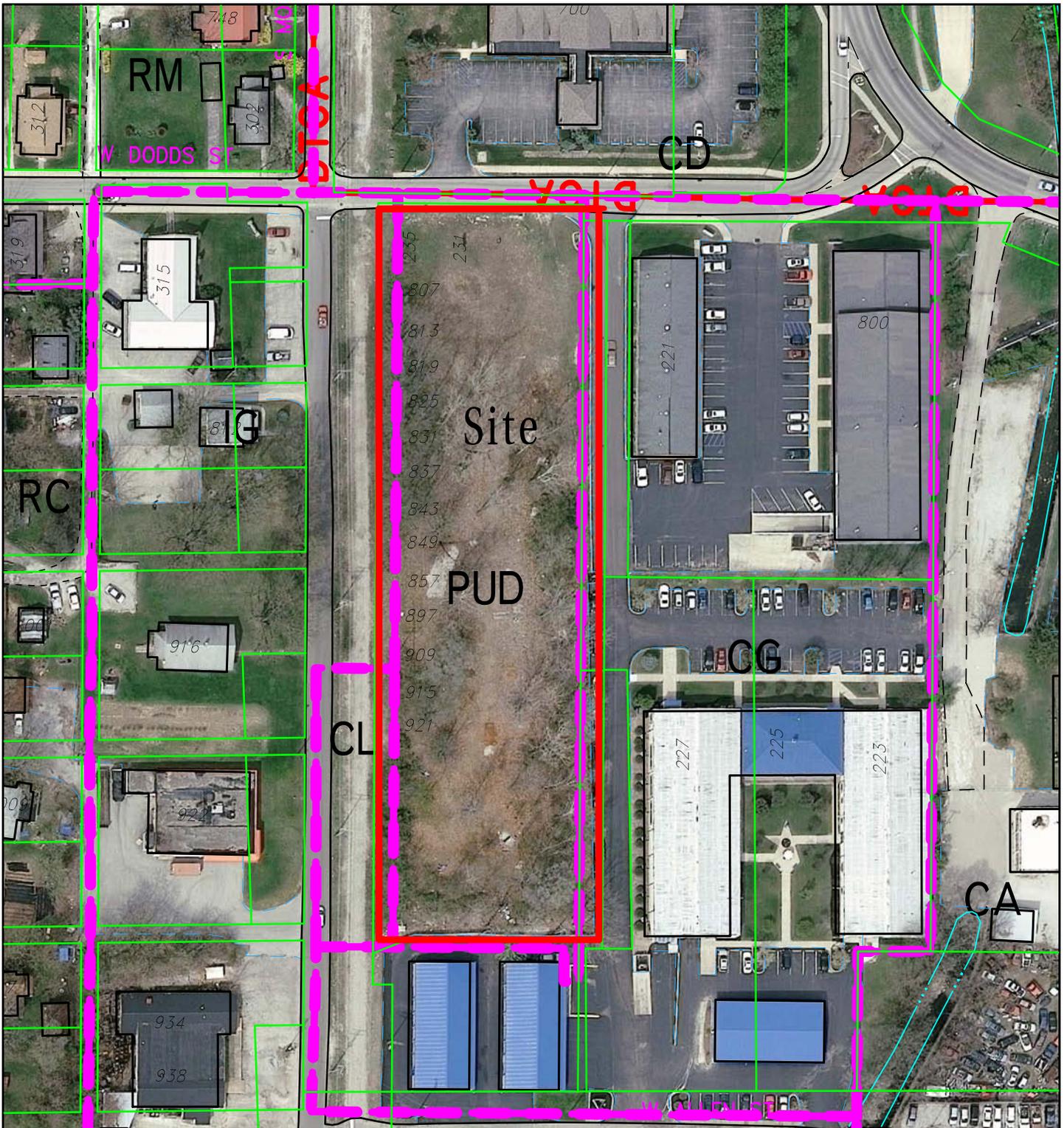
The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Matthew D. Press, the Owner of Neighborhood Solutions, LLC, an Indiana limited liability company, on behalf of the LLC.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

My commission expires: \_\_\_\_\_



PUD-02-13 Neighborhood Solutions

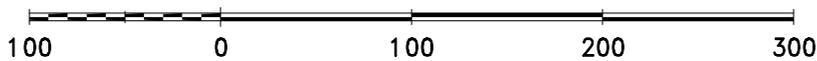
223 W Dodds Street

Plat Committee

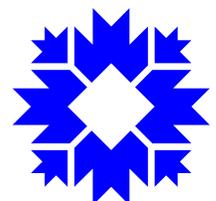
2010 Aerial Photograph

By: greulice

31 Jan 13



City of Bloomington  
Planning



Scale: 1" = 100'

For reference only; map information NOT warranted.

**BLOOMINGTON PLAT COMMITTEE**  
**LOCATION: 120 E. Dixie Street & 900 S. Washington Street**

**CASE #: DP-03-13**  
**DATE: February 4, 2013**

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**PETITIONER:** Michael Korus  
120 E. Dixie St., Bloomington

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**REQUEST:** The petitioner is requesting preliminary and final plat approval of a two-lot subdivision.

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**BACKGROUND:** The property in question is located at the southwest corner of E. Dixie Street and S. Washington Street. There are two existing structures on the property. The corner building (900 S. Washington) has two, 1 bedroom units and the second structure (120 E. Dixie) has a single unit with 3 bedrooms. The property received variances in 1990 to allow the single unit structure to be relocated from a downtown location to this lot. The property was zoned Residential Multi-family (RM) at that time and allowed for multiple units on the property.

The petitioner purchased the property in 2004, rented the two units in the corner building and occupied the single unit structure. The petitioner was denied a request to allow a higher residential occupancy in the single unit structure. With the review of that request, it was discussed that a more desirable situation would be to place both structures on individual lots that would allow for them to be sold separately and have a higher likelihood of an owner-occupant in the future.

The petitioner is now seeking such a subdivision of this property. To allow for a subdivision, the received variances from minimum lot area and sideyard setback standards (Case #V-60-12) for the proposed lots. The existing lot is approximately 66' x 140.5' or 9270 square feet. The proposed lots would be approximately 3790 and 5480 square feet respectively. The petitioner is also seeking a waiver from the subdivision requirement that corner lots be a minimum 50% larger than the minimum lot size. Staff is supportive of this request. The proposed lot sizes may ultimately be smaller due to right of way dedication required with the future subdivision request.

The petitioner is proposing to create a new property line between the two existing structures. There is currently about 7 feet between the structures the new lot line would create setbacks of 3.2 and 3.9 feet respectively.

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#### **PLAT ISSUES:**

**R.O.W. Dedication:** The UDO requires 27.5 feet of right-of-way to be dedicated from the centerline of Washington St. There is currently 25 feet from the centerline. An additional 2.5 feet of right-of-way dedication must be shown prior to signature of the plat. The required 25 feet from the centerline of Dixie St. is in place and requires no additional dedication.

**Sidewalks:** Sidewalk is currently in place along Washington St. The petitioner will have to

install sidewalk along Dixie St. a minimum of 5 feet in width. Prior to installation, staff will meet with the Engineering Department on site to determine the most appropriate location.

**Street Trees:** Two additional street trees are required to be placed along the Dixie St. frontage.

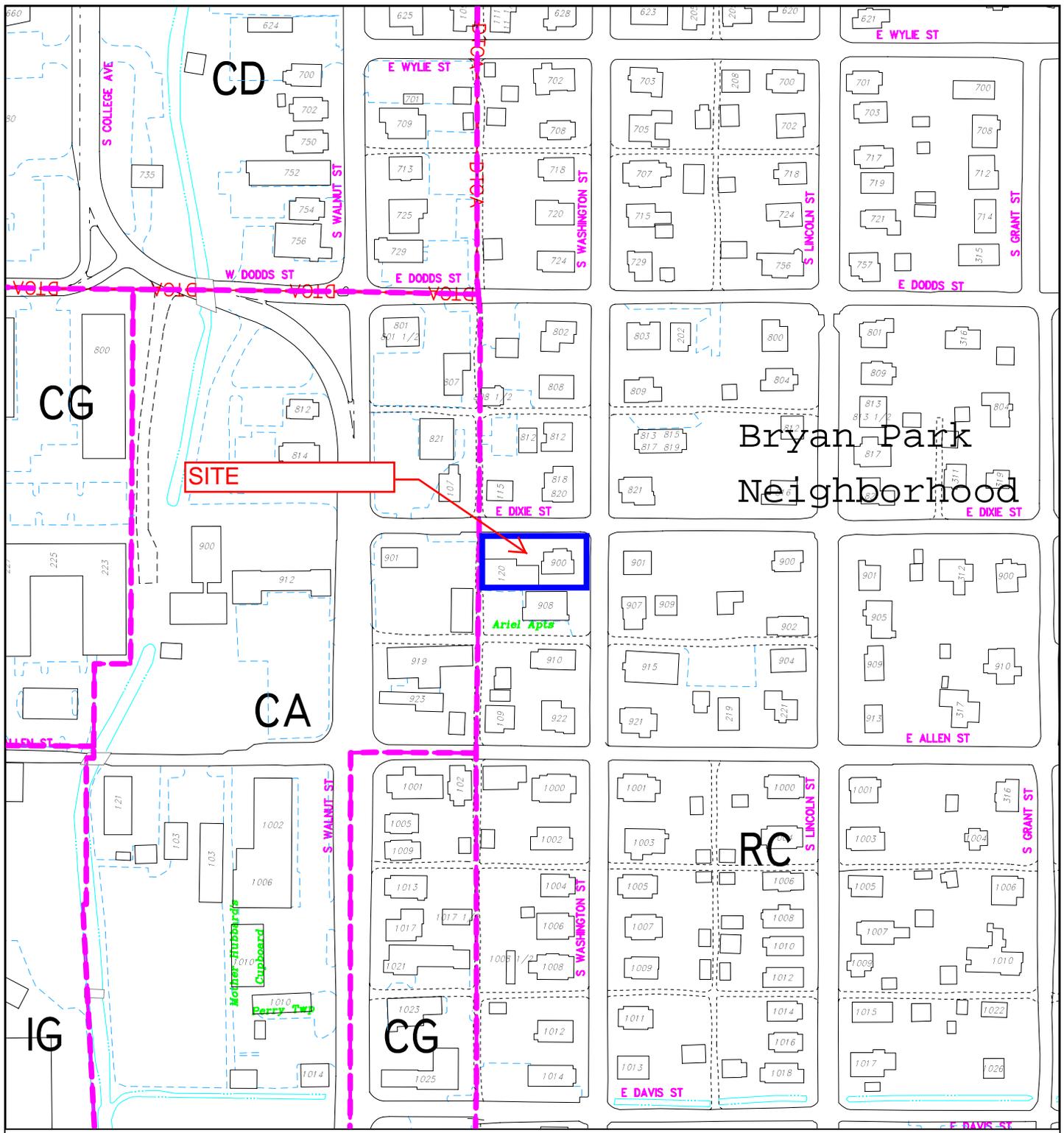
**Utilities:** Both residential units are currently fully served by both water and sanitary sewer service. No changes to these services are anticipated. The City Utilities Department requested an easement to be created across Lot 12B to allow for the sanitary sewer lateral to be protected in the future. This easement has been shown on the proposed plat.

**Drainage:** There is no construction associated with this subdivision request.

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**RECOMMENDATION:** Based on the written findings above, staff recommends approval of DP-03-13 with the following conditions:

1. The location of the sidewalk must be field verified in coordination with the Planning and Engineering staff.
2. A dedication of right-of-way of 2.5 feet across the entire eastern property line must be added to the plat prior to signature.



Bryan Park  
Neighborhood

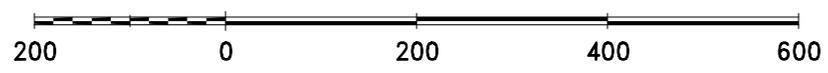
SITE

Ariel Apts

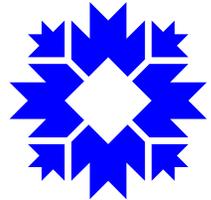
Monter Hubbards  
Cupboard  
Perry Twp

SP-03-13 Michael Korus  
Location/Zoning/Land Use Map

By: shapp  
23 May 11



City of Bloomington  
Planning



Scale: 1" = 200'

For reference only; map information NOT warranted.

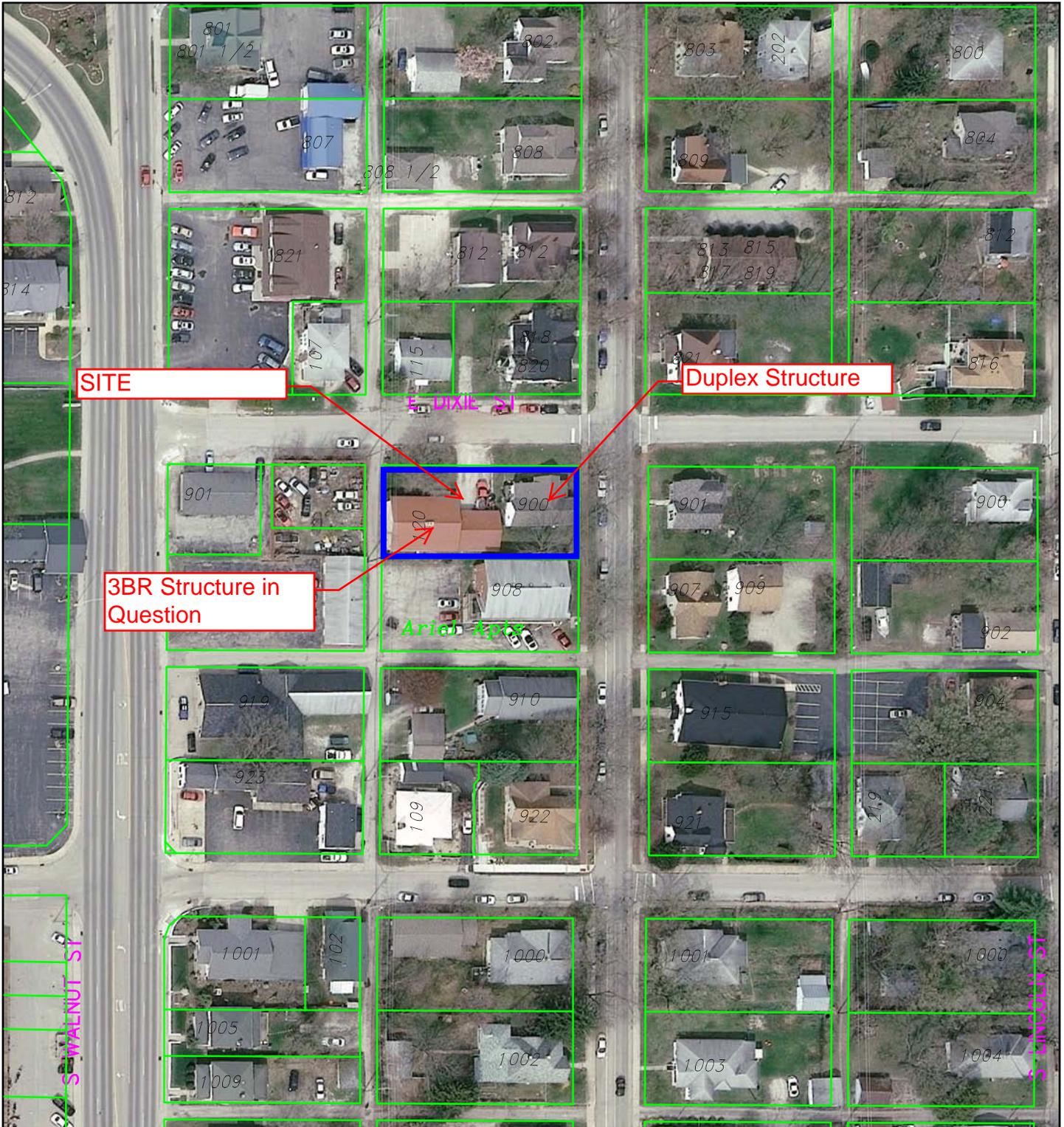
City of Bloomington Planning Department (Plat Committee Meeting)

The property is located on the Southwest corner of Washington & Dixie Streets and consists of 0.22 total Acres. Two houses are situated on Lot 12 to include the original 1920's home at 900 S Washington St and a 1950's ranch home with attached garage that was moved to the current location over 20 years ago to make way for the fire station on the corner of 4<sup>th</sup> & Lincoln Streets.

The home at 900 S Washington St is a rental duplex. The home at 120 E Dixie St is an owner occupied residence. The property is surrounded by single family, high density multi-family, and commercial uses.

Subdivision of the parcel would allow each home to be situated on its own lot. Standards for side yard setback and minimum lot area would not be met, but variances have been requested for these issues, with a Hearing Officer Meeting scheduled for 1/9/2013. The uses of each property on the lot would remain the same.





SITE

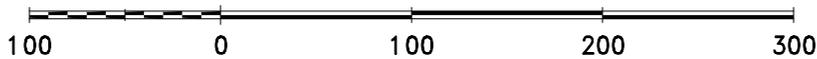
Duplex Structure

3BR Structure in Question

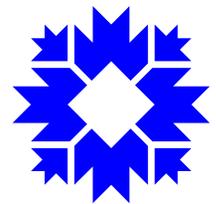
Aerial Photo

DP-03-13 Michael Korus  
Aerial Photo

By: shayp  
23 May 11



City of Bloomington  
Planning



Scale: 1" = 100'

For reference only; map information NOT warranted.

**BLOOMINGTON PLAT COMMITTEE  
STAFF REPORT  
Location: 983 S. Mary Beth Drive**

**CASE #: PUD-04-13  
DATE: February 4, 2013**

**PETITIONER:** Mayta Lerttamrab  
983 S. Mary Beth Drive, Bloomington

**CONSULTANT:** Smith Neubecker & Associates, Inc.  
453 S. Clarizz Blvd, Bloomington

**REQUEST:** The petitioner is requesting a preliminary and final plat amendment of Lot #29 of Gentry South.

**SITE DESCRIPTION:** This property is located at 983 S. Mary Beth Drive on Lot #29 of the Gentry South Subdivision and is part of the Gentry Honours Planned Unit Development. This PUD was approved for single family residences in 1994 (PUD-59-94). The property is surrounded by single family residences to the north, west, and east with the undeveloped Huntington Farm to the south.

The petitioner received a building permit on October 5, 2012 to construct a new single family residence on the property. The submitted site plan met all setback requirements. During the initial lot layout, the contractor measured the front setback for the footers and walls from the edge of curb and not the actual property line. As a result, the new residence is located 13.5' from the front property line rather than the required 20'. The residence also encroaches 1.5' into a 15' utility easement that runs along the front of the lot. The Board of Zoning Appeals approved a variance (V-57-12) from the front yard building setback requirements to allow the house to remain at its current location.

The petitioner is requesting an amendment to the preliminary and final plat of Gentry South to amend the utility easement along Lot #29 to be 13.5' in width.

**SITE PLAN ISSUES:**

**Parking:** The petitioner was required revise the layout of the driveway and garage layout to change the garage to a side loaded garage which allows for the driveway to come in from the north and provides parking area on the property adjacent to the garage. This reduces the possibility that cars parked on the driveway would encroach in the right-of-way or impede the sidewalk.

**Utilities:** The petitioner has received sign-offs from all of the utility companies that would be affected by this reduced easement width stating they have no objection.

**PLAT ISSUES:**

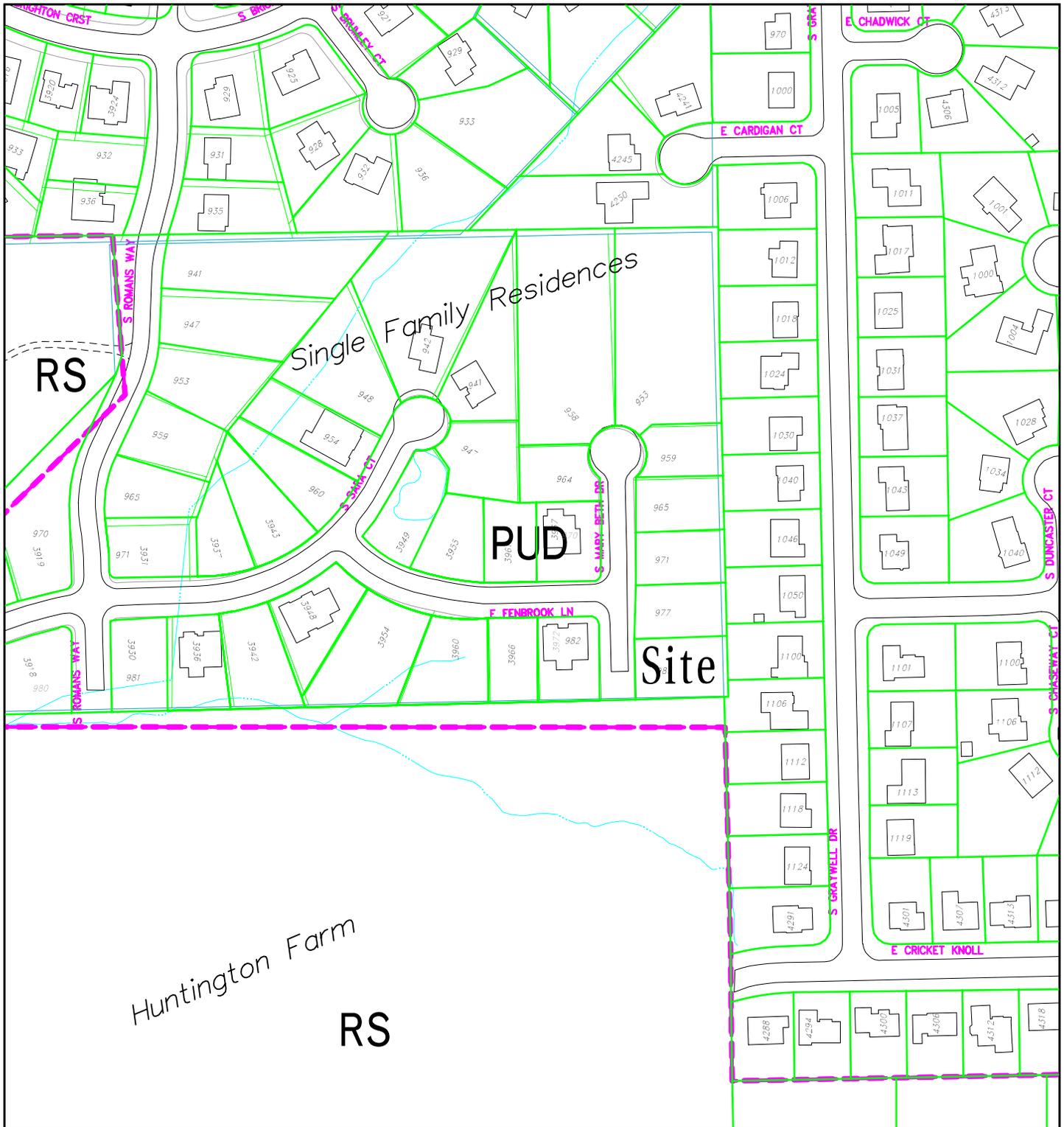
**Right-of-Way:** All required right-of-way was dedicated with previous plats.

**Utilities:** With this request the utility easement would be reduced from a 15' wide

easement to only 13.5' along Lot #29. No other changes to any other lots or easements is approved.

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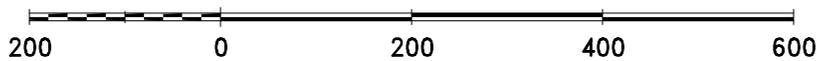
**RECOMMENDATION:** Staff recommends approval of the proposed site plan with no conditions.



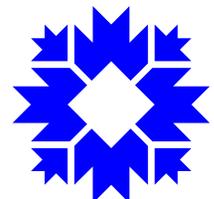
Huntington Farm  
RS

PUD-04-13 Mayta Lerttamrab  
983 S Mary Beth Drive  
Plat Committee  
Site Location, Zoning, Land Uses, Parcels

By: greulice  
31 Jan 13



City of Bloomington  
Planning



Scale: 1" = 200'

Dear the plat committee,

My name is Mayta Lerttamrab. I am the property owner of 983 Marybeth Dr, Bloomington IN 47401. There is a dire situation that I need your help with.

As a law abiding citizen, it is never my intention to break the code in anyway, but we were informed by the surveyor on November 19<sup>th</sup> that although my house is built within my property line, it is 6.5 feet into the building setback requirement, and 1.5 feet into the utility easement line. Both my builder and I were not aware of this, and now we were stunned by what has happened. I thought everything was fine and moving according to schedule after the drawings were approved by the city planning department. I didn't know that this error would happen after the footing and foundation inspections have been approved.

Currently, the house sits 25 feet away from the top of the curb. It is built on a relatively empty neighborhood. The location of my house is at the end of Marybeth Dr. On the west side of Marybeth Dr, there is one house right across my house, and another house one block away to the north. My house is the only one on east side of the street. All the lots north of my house are empty, and there is a corn field adjacent to my house on the south side.

After discussing this issue with Mr. Eric Greulich from the city zoning department, we went ahead and applied for the variance. For the variance, I have agreed with the city to do the following:

1. Instead of following the original plan with front loaded garage, I agree to make the garage side loaded either from the North or South side.
2. The reason for this change is: side loaded car garage has different setback requirement than the front loaded one, this allows the house to be closer to the street.
3. I agree to add decorative elements such as windows to the west side of the garage to make the house more aesthetically pleasing from the street.

Fortunately, the variance was approved on Thursday, December 20<sup>th</sup>, 2012. The next step is to amend the plat. I have already talked to all the utility companies to make sure that it is OK, and they have already signed the form to approve of the utility easement line reduction.

*PUD-04-13  
Petitioner Statement*

This situation heavily affects all parties involved; myself, my builder, and the bank. Being a full time student at IU, I have a very limited amount of income, and I have already put all of my life's savings into the down payment of this construction project. The reality I am facing now is, I won't even have the money to pay extra rent or construction loan interest from February onward. Given the fact that the variance was approved by the city, and all utility companies do not have any objection to reduce the utility easement line to 13.5, I humbly ask for your help to show some compassion by amending the plat.

Best regards,

Mayta Lerttamrab

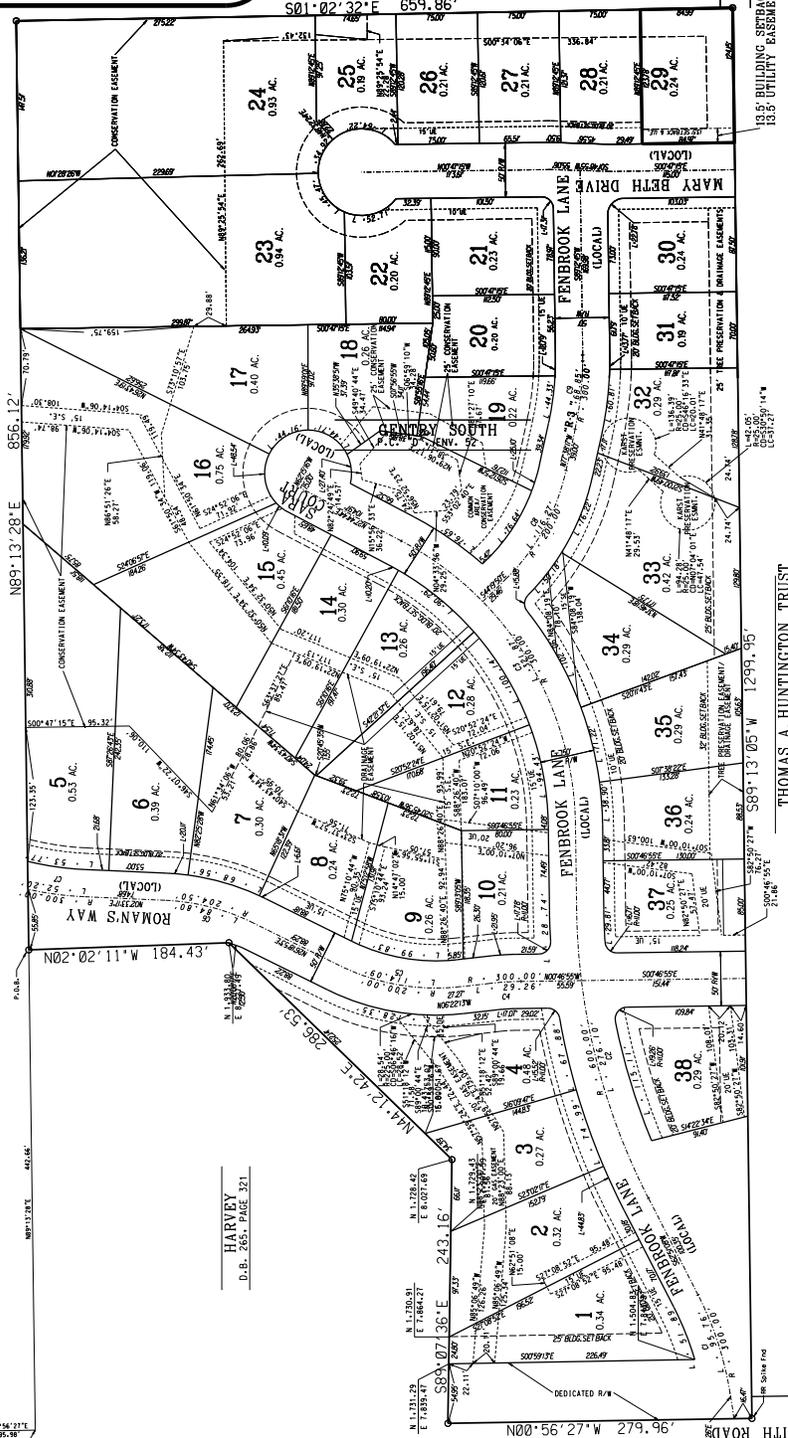
PUD-04-13  
Petitioner Statement

**GENTRY HONOURS PHASE III**  
P.C. "D", ENV. 22

**GENTRY HONOURS PHASE II, SECTION I**  
P.C. "C", ENV. 83

**GENTRY ESTATES PHASE II**  
P.C. "C", ENV. 1

**BRIGHTON POINT PHASE II, PARCEL D**  
P.C. "C", ENV. 331



**NOTES:**  
1. All corners are to be marked with a 1/2" x 2" capped rebar.

**EASEMENT LEGEND**

- SE - Sanitary Sewer Easement dedicated to the City of Bloomington Utilities
- UE - Utility Easement - Load disturbing activities and building in these areas. Grass cutting permitted in these areas. Grass cutting trees greater than 6" in caliper may not be removed without approval of the City of Bloomington Department of Public Works
- CONSERVATION EASEMENT - in these areas, load disturbing activities are not permitted. Grass cutting is not permitted. Grass cutting is not permitted.

- MONUMENT LEGEND**
- STONE MONUMENT
  - CONCRETE MONUMENT
  - REBAR MONUMENT
  - REBAR W/PLASTIC CAP SET
  - IRON PIPE FOUND
  - RAILROAD SPIKE FOUND
  - PK NAIL
  - GPS MONUMENT
  - HIGHWAY BOX

**CURVE DATA TABLE**

LINE	CURVE	DATA	BEARING	ANGLE	CHORD	CHORD BEARING
C1	17	175.75'	102.50°	175.75'	175.75'	175.75'
C2	18	175.75'	102.50°	175.75'	175.75'	175.75'
C3	19	175.75'	102.50°	175.75'	175.75'	175.75'
C4	20	175.75'	102.50°	175.75'	175.75'	175.75'
C5	21	175.75'	102.50°	175.75'	175.75'	175.75'
C6	22	175.75'	102.50°	175.75'	175.75'	175.75'
C7	23	175.75'	102.50°	175.75'	175.75'	175.75'
C8	24	175.75'	102.50°	175.75'	175.75'	175.75'
C9	25	175.75'	102.50°	175.75'	175.75'	175.75'
C10	26	175.75'	102.50°	175.75'	175.75'	175.75'
C11	27	175.75'	102.50°	175.75'	175.75'	175.75'
C12	28	175.75'	102.50°	175.75'	175.75'	175.75'
C13	29	175.75'	102.50°	175.75'	175.75'	175.75'
C14	30	175.75'	102.50°	175.75'	175.75'	175.75'
C15	31	175.75'	102.50°	175.75'	175.75'	175.75'
C16	32	175.75'	102.50°	175.75'	175.75'	175.75'
C17	33	175.75'	102.50°	175.75'	175.75'	175.75'
C18	34	175.75'	102.50°	175.75'	175.75'	175.75'
C19	35	175.75'	102.50°	175.75'	175.75'	175.75'
C20	36	175.75'	102.50°	175.75'	175.75'	175.75'
C21	37	175.75'	102.50°	175.75'	175.75'	175.75'
C22	38	175.75'	102.50°	175.75'	175.75'	175.75'

**PLAN COMMISSION AND PLAT COMMITTEE**

Under the authority provided by Chapter 114, Acts of 1941, enacted by the General Assembly of the State of Indiana and Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

I hereby certify that subdivision plat does not include any public works or public utility works within the City of Bloomington and no development ordinance.

approved by the board of public works \_\_\_\_\_ 2013

State Planning Director \_\_\_\_\_ 2013

APPROVED BY THE CITY OF BLOOMINGTON PLAN COMMISSION AT A MEETING HELD \_\_\_\_\_ 2013

TOM WIGGOLD, DIRECTOR OF PLANNING \_\_\_\_\_

JACK BAKER, President of Plan Commission \_\_\_\_\_

The undersigned, Mayra L. Lertfornado, being the owner of the above described real estate, do hereby certify that the above described real estate is located within the City of Bloomington, Indiana, and is subject to the provisions of the ordinance of the City of Bloomington known as GENTRY SOUTH at his/her voluntary act and deed for the uses and purposes therein expressed.

WITNESS My hand and Notarial Seal: this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Mayra L. Lertfornado  
STATE OF INDIANA  
COUNTY OF MARION

Before me, a Notary Public in and for the State of Indiana and Marion County, personally appeared Mayra L. Lertfornado, who being duly sworn, acknowledged to me the execution of the foregoing plat for the real estate known as GENTRY SOUTH at his/her voluntary act and deed for the uses and purposes therein expressed.

WITNESS My hand and Notarial Seal: this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Larry Blackman, Notary Public  
a resident of Marion County

THOMAS A. HUNTINGTON TRUST  
P.C. "A", ENV. 1299, 35  
INST. #202020355

13.5' BUILDING SETBACK  
13.5' UTILITY EASEMENT

GENTRY ESTATES PHASE III  
P.B. "B", P.C. 237

GENTRY HONOURS PHASE II, SECTION I  
P.C. "C", ENV. 83

GENTRY ESTATES PHASE II  
P.C. "C", ENV. 1

ROMAN'S WAY  
FENBROOK LANE (LOCAL)  
MARY BETH DRIVE (LOCAL)

SMITH ROAD

DEDICATED R/W

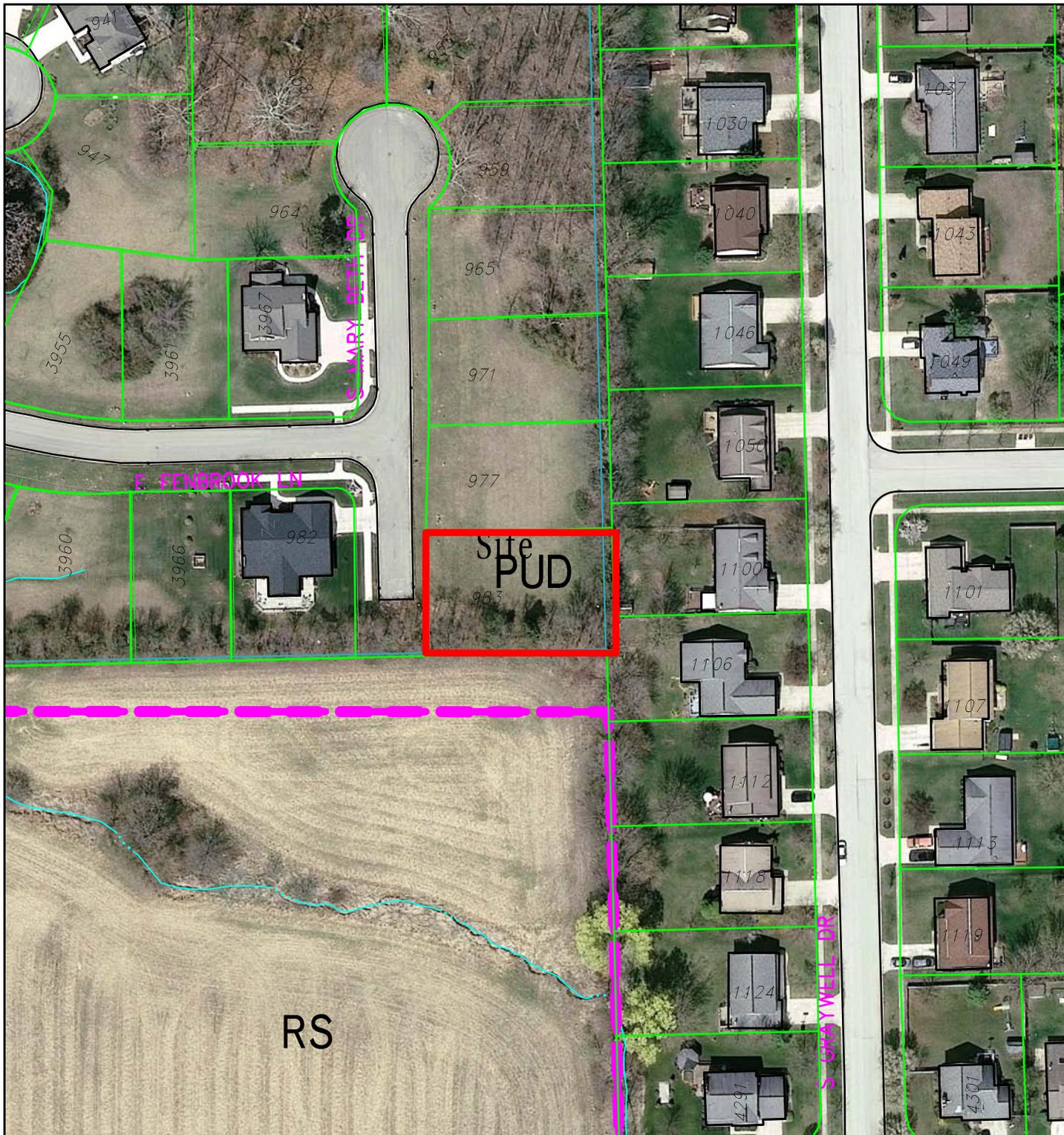
CONSERVATION EASEMENT

UTILITY EASEMENT

SEWER EASEMENT

PLAT CABINET ENVELOPE

INSTRUMENT NO.



PUD-04-13 Mayta Lerttamrab

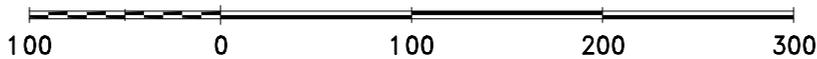
983 S Mary Beth Drive

Plat Committee

2010 Aerial Photograph

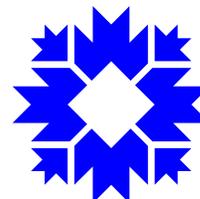
By: greulice

31 Jan 13



For reference only; map information NOT warranted.

City of Bloomington  
Planning



Scale: 1" = 100'

