

SELLERSBURG PLAN COMMISSION

January 15, 2001

The Sellersburg Plan Commission met in regular session at 6:30 P.M. at the Sellersburg Town Hall. Members present were: Douglas J. Reiter, Thomas L. Schuster, Danny F. Yost, Louis R. Imhof, Jr., W.A "Woody" Bailey, William K. Voyles and Nathan R. Grimes (Building Inspector).

William Voyles nominates Douglas J. Reiter for Chairman, 2nd by Louis R. Imhof, Jr. all in favor 6-aye, 0-nay; Douglas Reiter is elected Chairman for the year 2001.

Louis R. Imhof, Jr. nominates Thomas L. Schuster for Vice Chairman, 2nd by William Voyles, 6-aye, 0-nay; Thomas Schuster is elected Vice-Chairman.

Nathan Grimes mentions that Tom Perkins, believes he lives in New Albany, wants to know if there are 8 acres in Sellersburg, he wants to build a 70,000 square foot light industrial manufacturing facility, but does not want it locked in by railroads. Just something for you to think about.

House at 616 East Utica wants to put in some kind of hobby shop. His name is Dave Cooper.

Joe and Nancy Reschar are here; they want to build a facility where the old Sellersburg Lumber building was on South Indiana Avenue.

Nancy Reschar says she wants a commercial a building to the rear of the property. Perhaps a building 80-foot by 40 foot or 80 foot by 50 foot, we will make dividing walls. Concrete block building with brick fascia, something to blend in. Can either be Doctor office or anything. Also want to have apartment on top.

Property presently zoned B2. The present problem is a set back problem. Presently the B2 calls for parking in the rear, but that if the building next to this property is set back then this can be set back. Nathan Grimes advises that perhaps the Reschar's need to go before the Appeals Board for a zoning variance.

Michael Davis presents certified letters with return receipts and advertisement in the paper, The Evening News, for this project.

What I am proposing is 40 condominiums selling for 89.9 to 94.9. Each has 1210 square feet with two bedrooms two baths, large family room with kitchen combination, fireplace and dinning room, utility room, laundry room. I have a landscape plan and have pictures that I want to show you. There will be four units in each building, ten buildings.

Storm drainage will run off into one of the two lakes, the top lake than draining into the lower lake and the lower lake draining under SR 60 then into Silver Creek.


The existing sub-division has an eight inch sewer line with I would hook onto and there is also a six inch, looped, water line running through the sub-division which would more than supply the water.

Doug Reiter advises that Mr. Davis does not have the deeds done for the property, so we don't know what lots are to be re-zoned so my recommendation is table all of this until the next meeting. Also we need to know what exactly you are going to do with the house in the middle of the project.

Mr. Reiter advises that this will be tabled until February 19, 2001.

Mr. Voyles makes a motion to approve Mr. Davis' plan as presented, 2nd by Thomas Schuster, all in favor 2-aye, 3-nay. Motion not approved.

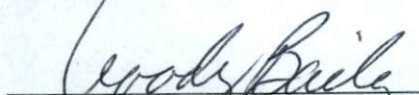
No further business before the Board. Louis R. Imhof, Jr. makes motion to adjourn, 2nd by William Voyles, 5-aye, 0-nay, meeting adjourned at 7:18 P.M.




Douglas J. Reiter, Chairman



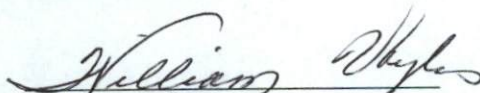
Thomas L. Schuster, Vice-Chairman



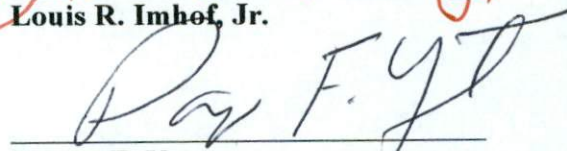
W. A. "Woody" Bailey



Louis R. Imhof, Jr.



William K. Voyles



Danny F. Yost

Sellersburg Health and Rehabilitation Centre
7823 Old State Road 60 • Sellersburg, IN 47172
(812) 246-4272
Health & Rehabilitation Centre is looking for just those
who want a career in divers...
PRAGE
120 hp
n w/d-u
Tracker

INDIANA,
COUNTY OF CLARK - SS
Help Wanted 030
Help Wanted 030
Help Wanted 030

Christina L. Herron On oath says that she is
bookkeeper of The Evening News and in the
employ of the publisher of:

The Evening News, a daily

newspaper of general circulation printed and
published in the city of Jeffersonville, Clark County,
State of Indiana, and further says that the annexed
advertisement was published in said paper for
(1) time (s) to-wit: In issue of said Evening News
dated: January 6, 2001.

(x) Christina L. Herron

STATE OF INDIANA
COUNTY OF CLARK

Subscribed and sworn to before me this
15TH day of January, 2001
(X) Jan Galbraith

Notary Public, Clark County, Indiana

(My Commission Expires)
September 9, 2006

Publication
Fee \$ 262.00

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | |
|--|---|-------------------------------|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Received by (Please Print Clearly) | B. Date of Delivery 1-6-01 |
| | C. Signature X <i>H. L. Roll</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | |
| 1. Article Addressed to: <i>Pauline F. Robbin 6857 Richmond Hts. Sellersburg, In 47172</i> | D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| 2. Article Number (Copy from service label) 7000 0520 0012 7244 2527 | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| PS Form 3811, July 1999 | Domestic Return Receipt | 102595-00-M-0952 |
| 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | | |

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | |
|--|---|-------------------------------|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Received by (Please Print Clearly) | B. Date of Delivery 1-9-01 |
| | C. Signature X <i>Jucille Davis</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | |
| 1. Article Addressed to: <i>Jucille Davis 84104 Plum Valley Dr. Sellersburg In 47172</i> | D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| 2. Article Number (Copy from service label) 7000 0520 0012 7244 2565 | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| PS Form 3811, July 1999 | Domestic Return Receipt | 102595-00-M-0952 |
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|--|---|-------------------------------|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Received by (Please Print Clearly) | B. Date of Delivery 1-9-01 |
| | C. Signature X <i>Alice B. Castetter</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | |
| 1. Article Addressed to: <i>Mrs. A. Castetter 6808 Hwy. 60 Sellersburg, In 47172</i> | D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| 2. Article Number (Copy from service label) 7000 0520 0012 7244 2510 | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| PS Form 3811, July 1999 | Domestic Return Receipt | 102595-00-M-0952 |
| 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | | |

7000 0520 0012 7244 2510
7000 0520 0012 7244 2534
7000 0520 0012 7244 2527

PS Form 3800, February 2000 See Reverse for Instructions

City, State, ZIP+4
Street, Apt. No.; or PO Box No.
Recipient's Name (Please Print Clearly) (To be completed by mailer)

| | |
|--|---------|
| Postage | \$.33 |
| Certified Fee | 1.40 |
| Return Receipt Fee (Endorsement Required) | 1.25 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 2.98 |

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

PS Form 3800, February 2000 See Reverse for Instructions

City, State, ZIP+4
Street, Apt. No.; or PO Box No.
Recipient's Name (Please Print Clearly) (To be completed by mailer)

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| Certified Fee | 1.40 |
| Return Receipt Fee (Endorsement Required) | 1.25 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 2.98 |

U.S. Postal Service
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Recipient's Name (Please Print Clearly) (To be completed by mailer)

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|--|---------|
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| Certified Fee | 1.40 |
| Return Receipt Fee (Endorsement Required) | 1.25 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 2.98 |

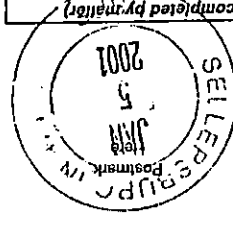
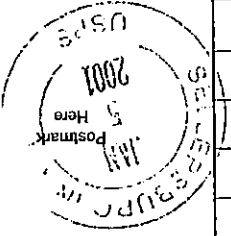
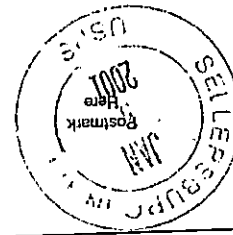
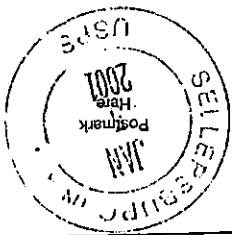
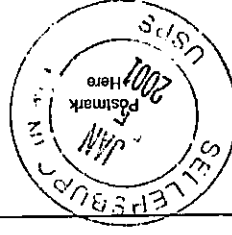
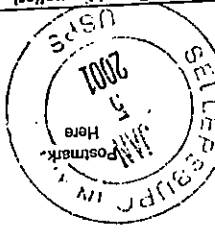
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| Certified Fee | 1.40 |
| Return Receipt Fee (Endorsement Required) | 1.25 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 2.98 |

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(Domestic Mail Only; No Insurance Coverage Provided)



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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John T. Ferree
6839 Diamond Hts.
Sellersburg, In 47172

2. Article Number (Copy from service label)

7000 0520 0012 7244 2534

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Delores Ferree

C. Signature

X Delores Ferree

 Agent AddresseeD. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

JAN 08 2001

3. Service Type - 4711

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

M&R Properties
7000 Lake Dr.
Sellersburg, In 47172

2. Article Number (Copy from service label)

7000 0520 0012 7244 2541

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

PH

1-8-01

C. Signature

X Marie A. Leg

 Agent AddresseeD. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John Casey
6843 Diamond Hts.
Sellersburg, In 47172

2. Article Number (Copy from service label)

7000 0520 0012 7244 2558

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

Janene Casey

1/8/00

C. Signature

X Janene Casey

 Agent AddresseeD. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

PROPOSED REQUEST FOR ZONING CHANGE ON 6.819 ACRES LOCATED AT 6810 HWY. 60, SELLERSBURG, IN. FROM R-1 TO: R-3

Public hearing Monday, January 15, 2001, Town Hall in Sellersburg, 246-3821

DESCRIPTION OF TRACT 2

A part of Survey No. 66 of the Illinois Grant in the Town of Sellersburg of Clark County, Indiana, being part of the same 27,880 acre tract conveyed to Paul E. and Lucille Davis at Deed Drawer 3, Instrument 2868 and bounded as follows:

Beginning at an iron pin at the easterly corner of Tract 1, which is Lot 7 of Lake Pointe Estates, thence the following courses:

- South 38 deg. 34 min. 03 sec. East, 168.24 feet to an iron pin;
- South 52 deg. 42 min. 42 sec. West, 286.57 feet to an iron pin;
- North 31 deg. 46 min. 42 sec. West, 163.30 feet to an iron pin in the southeasterly line of Lot 8 of Lake Pointe Estates;
- North 51 deg. 30 min. 00 sec. East, passing an iron pin at 73.34 feet, in all 267.20 feet with the easterly line of Lake Pointe Estates to the Point of Beginning, containing 1.051 acres of land, more or less.

SURVEYOR'S REPORT

This report is submitted to fulfill a requirement of Title 865, Article 1.1, Chapter 12, Sections 1 through 34 of the Indiana Administrative Code, and contains observations and opinions regarding uncertainties in locating corners and lines resulting from:

- a. Variations in reference monuments;
- b. Discrepancies in record descriptions and plats;
- c. Inconsistencies in lines of occupation;
- d. Random errors in measurement (theoretical uncertainty).

The theoretical uncertainty of location for this survey is within the tolerances for a Class C Survey (0.50 feet), as defined in IAC 865.

The purpose of this survey was to survey the remaining property described in Deed Drawer 1, Instrument 5543, and Deed Drawer 3, Instrument 2868.

The property to the northwest of the subject tract is Lake Pointe Estates subdivision, which was prepared by this company. Five monuments were recovered along the line dividing the subject tract and said subdivision.

This company according to the client's specifications severed the northern property lines on previous surveys.

The southeast line of the subject tract was reestablished by the following: The north end of said line was marked by a recovered pin and cap set by this company on a previous survey and a concrete monument marking the north corner of Diamond Heights Unit #2. According to record (plat of Diamond Heights) the southeast line was to have been marked by said concrete monument and another concrete monument on the right-of-way of State Road 60. The monument along the right-of-way was not recovered. To reestablish this line four monuments were recovered along said right-of-way, southeast of the subject tract (a pipe in concrete, a pin and cap set by R. Campbell and two right-of-way markers). Using these monuments and record distance from the recovered concrete marker the southeast line was reestablished. There was no line of occupation present.

The area described in Deed Drawer 1, Instrument 5543, does not mathematically close by 65.4' and it is the same description that is excepted out of Deed Drawer 3, Instrument 2868. Therefore no gap or overlap truly exists.

The area to the north shown on the survey (which was surveyed by this company previously) had not been transferred to the new owner. As a result, county records still show that Paul and Lucille Davis still possess title.

It is therefore the opinion of this surveyor that the uncertainty of location of the boundaries of this parcel are as follows:

- Variations in reference monuments: 0' to 0.3' +/-
- Discrepancies in record descriptions and plats: As noted
- Inconsistencies in lines of occupation: 0' to 26.7' +/-

DESCRIPTION FOR DAVIS PART OF SURVEY NO. 66

A part of Survey No. 66 of the Illinois Grant of Clark County, Indiana, being a part of the same tract conveyed to Paul E. Davis and Lucille Davis at Deed Drawer 3, Instrument No. 2868 and Deed Drawer 1, Instrument No. 5543 and bounded as follows:

Beginning at the south corner of Lot 12 of Lake Pointe Estates Plat Book 10, page 65, thence the following courses of the boundary:

- North 52 deg. 48 min. 19 sec. East, 320.90 feet along the southern line of Lots 11 and 12 of Lake Pointe Estates to a pin and cap at an angle point in the eastern line of Lot 11;
- North 22 deg. 06 min. 35 sec. East, 145.11 feet along the eastern line of Lot 11 to a railroad spike at the centerline of a 50' wide roadway.
- North 04 deg. 22 min. 03 sec. West, 189.43 feet along the eastern line of Lot 10 to a pin and cap at the east corner of Lot 9;
- North 32 deg. 00 min. 11 sec. West, 180.95 feet along the northeastern line of Lot 9 to a pin and cap at the north corner of said Lot;
- North 51 deg. 30 min. 00 sec. East, 10.66 feet along the southeastern line of Lot 8 to a pin and cap;
- South 31 deg. 46 min. 42 sec. East, 163.30 feet leaving said lot line to a pin and cap;
- North 52 deg. 42 min. 42 sec. East, 128.28 feet to a pin and cap;
- South 40 deg. 41 min. 23 sec. East, 500.60 feet to a pin and cap in the northwestern line of Diamond Heights Unit No. 3;
- South 48 deg. 53 min. 30 sec. West, 706.00 feet along the northwestern line of said Diamond Heights including Diamond Heights Unit No. 2 (passing a concrete monument of 110.03 feet to the north corner of said Unit No. 2) to a pin and cap at the northeastern high-ogee

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L. Herrod

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cribed and sworn to

day of *Janu*

Jan

y Public, Clark C

Commission Expi

September 9,

four monuments were recovered along said right-of-way, southeast of the subject tract (a pipe in concrete, a pin and cap set by R. Campbell and two right-of-way markers). Using these monuments and record distance from the recovered concrete marker the southeast line was reestablished. There was no line of occupation present.

The area described in Deed Drawer 1, Instrument 5543, does not mathematically close by 65.4' and it is the same description that is excepted out of Deed Drawer 3, Instrument 2868. Therefore no gap or overlap truly exists.

The area to the north shown on the survey, (which was surveyed by this company previously) had not been transferred to the new owner. As a result, county records still show that Paul and Lucille Davis still possess title.

It is therefore the opinion of this surveyor that the uncertainty of location of the boundaries of this parcel are as follows:

- Variations in reference monuments 0' to 0.31'
- Discrepancies in record descriptions and plats; As noted
- Inconsistencies in lines of occupation 0' to 26.74'

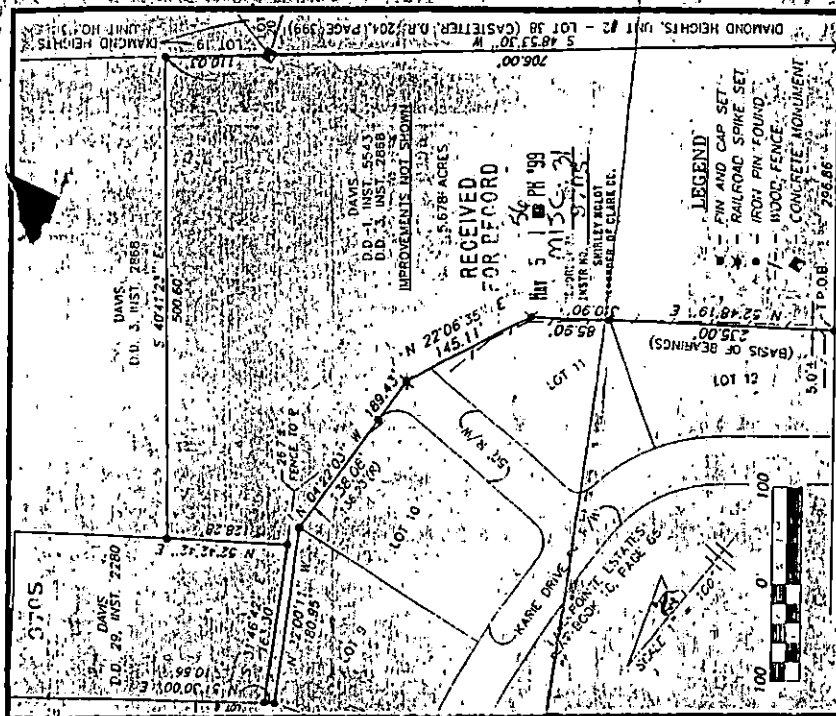
DESCRIPTION FOR DAVIS PART OF SURVEY NO. 66

A part of Survey No. 66 of the Illinois Grant of Clark County, Indiana, being a part of the same tract conveyed to Paul E. Davis and Lucille Davis at Deed Drawer 3, Instrument No. 2868 and Deed Drawer 1, Instrument No. 5543 and bounded as follows:

Beginning at the south corner of Lot 12 of Lake Pointe Estates Plat Book 10, page 65, thence the following courses of the boundary:

- North 62 deg. 48 min. 19 sec. East, 320.90 feet along the southern line of Lots 11 and 12 of Lake Pointe Estates to a pin and cap at an angle point in the eastern line of Lot 11;
- North 22 deg. 06 min. 35 sec. East, 145.11 feet along the eastern line of Lot 11 to a railroad spike at the centerline of a 50' wide roadway;
- North 09 deg. 22 min. 03 sec. West, 189.43 feet along the eastern line of Lot 10 to a pin and cap at the east corner of Lot 9;
- North 32 deg. 00 min. 11 sec. West, 180.95 feet along the northeastern line of Lot 9 to a pin and cap at the north corner of said Lot;
- North 51 deg. 30 min. 00 sec. East, 10.66 feet along the southeastern line of Lot 8 to a pin and cap;
- South 31 deg. 46 min. 42 sec. East, 163.30 feet leaving said lot line to a pin and cap;
- North 52 deg. 42 min. 42 sec. East, 128.28 feet to a pin and cap;
- South 40 deg. 41 min. 23 sec. East, 500.60 feet to a pin and cap in northwestern line of Diamond Heights Unit No. 3;
- South 48 deg. 53 min. 30 sec. West, 706.00 feet along the northwestern line of said Diamond Heights including Diamond Heights Unit No. 2 (passing a concrete monument of 110.03 feet being the north corner of said Unit No. 2) to a pin and cap at the northeastern right-of-way of State Road No. 60;
- North 39 deg. 58 min. 55 sec. West, 296.86 feet along said right-of-way to the True Place of Beginning.

Containing 5.768 acres of land and subject to all easements of record.



NTY OF CLARK
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 H day of Jan
Jan
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 ommission Expi
September 9,

**SELLERSBURG PLAN COMMISSION
(AKA. SELLERSBURG PLANNING & ZONING COMMISSION)**

February 19, 2001

Meeting called to order by Chairman Doug Reiter (no time given). Present were members Danny F. Yost, Louis R. Imhof, Jr., William Voyles and Tom Shuster and Building Inspector Nathan Grimes. W. A. "Woody" Bailey was absent.

Chairman Reiter calls David Kummer to make his presentation.

Mr. Kummer is requesting that some property be rezoned. He wants to open a small hobby shop in the living room of his son's home. Nathan Grimes, Building Inspector for Sellersburg, advises the Plan Commission has copies of the petition, the plan, the affidavit and your letter requesting it, also the legal description and a letter from Jesse Ballew stating he did not object to it. He is adjacent property owner. I (Kummer) have copies of the mailing receipts for the certified letters and proof of publication from **THE EVENING NEWS**. Nathan Grimes advises the sign was posted 10 days ahead of time like it was suppose to be.

The area is currently zoned R1, the three houses, he is the center, are R1 and on each side of that, the alley and the otherside of the street are zoned general business.

The question is, Mr. Reiter asks, is can Kummer have this rezoned when the property belongs to his son. Grimes advises that there is nothing he can find that says you have to be the property owner to have the property rezoned.

Gladys Koetter, from Koetter Construction, gave a donation in our honor to St. John Center, 700 East Mohammed. No action needs to be taken, no one knows why this donation was made, but we can send her a thank you letter. Mr. Grimes will write the letter and Chairman Reiter will sign it.

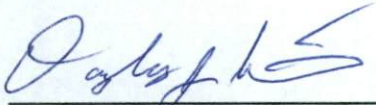
Louis R. Imhof, Jr. makes motion, seconded by William Voyles, to rezone Christopher Kummer's property, located at 616 East Utica Street, Sellersburg, Indiana, from R1 to a B2 in zoning. 5-aye, 0-nay, motion approved.

Now this will be passed on to the Town Board of Sellersburg and they make the final decision of rezoning.


Copies of all documents presented by David Kummer were given to Building Inspector Grimes.

Danny F. Yost makes motion to adjourn the meeting, seconded by Louis R. Imhof, Jr. 5-aye, 0-nay, meeting adjourned (no time given).

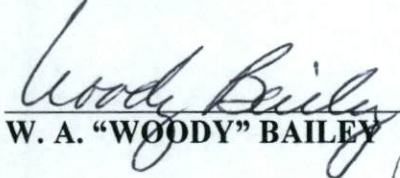
Sellersburg Plan Commission
February 19, 2001
Page 2 of 2 pages



DOUGLAS J. REITER
Chairman



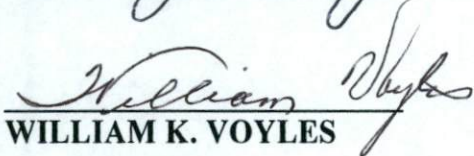
THOMAS L. SCHUSTER
Vice-Chairman



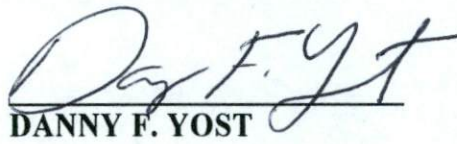
W. A. "WOODY" BAILEY



LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST

SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)

March 19, 2001

Meeting called to order by Chairman Doug Reiter at 6:30 P.M. Present were members: Douglas J. Reiter, Chairman, Thomas L. Schuster, Vice-Chairman, W. A. "Woody" Bailey, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present was Sellersburg Building Inspector Nathan Grimes

Motion by Thomas L. Schuster to approve the minutes of the February 19 meeting, 2nd by William K. Voyles. 5-aye, 1 abstain, 0-nay, motion approved.

Chairman Reiter brought up the fact that some dirt had been placed on property off of Adkins Court. Request that Building Inspector Nathan Grimes checks this property and determines the owner. Persons are to come before the Plan Commission for permission prior to any type of dumping.

Chairman Reiter also says that he has received a "couple" complaint about the entrance road to Lakeside sub-division about the road flooding in times of heavy rain. Citizens want to know about another entrance.

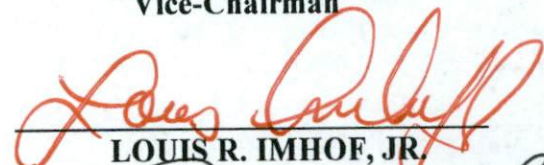
No further business; motion by Danny F. Yost to adjourn the meeting, 2nd by Louis R. Imhof, Jr. 5-aye, 1 abstains, 0-nay, motion approved. Meeting adjourned at 6:43 P.M.



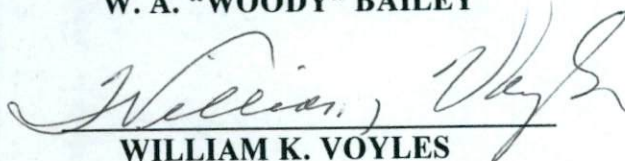
DOUGLAS J. REITER
Chairman

THOMAS L. SCHUSTER
Vice-Chairman

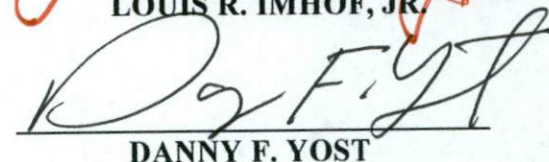
W. A. "WOODY" BAILEY



LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

April 16, 2001

Meeting called to order by Chairman Doug Reiter at 6:43 P.M. Present were members: Douglas J. Reiter, Chairman, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present was Sellersburg Building Inspector Nathan Grimes and Secretary David L. Kinder.

Absent were Tom Schuster, Vice-Chairman and member W. A. "Woody" Bailey.

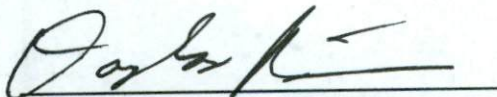
Motion by Danny F. Yost to accept the minutes of the March 19, 2001 meeting, seconded by William K. Voyles. 4-aye, 0-nay, motion approved.

Nathan Grimes advises that he contacted Jeff Barton, Adkins Court, and reference dumping of fill materials on his property on Adkins Court. Mr. Barton advised that he contacted Boyce Adams, (former Building Inspector), last year and since it was not in flood plain that no permit was required from the Town.

Contacted H. S. Hardy he said that all he did was move dirt on sight, just moved dirt from one side of the property to other side, no fill material was involved.

This committee recommends to the Town Council members, present, that this ordinance be amended to clarify this ordinance. The actual ordinance and the intent of the ordinance are two different matters.

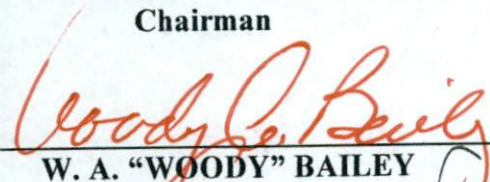
Motion to adjourn the meeting by Louis R. Imhof, Jr., seconded by Danny F. Yost. 4-aye, 0-nay, meeting adjourned at 6:55 P.M.



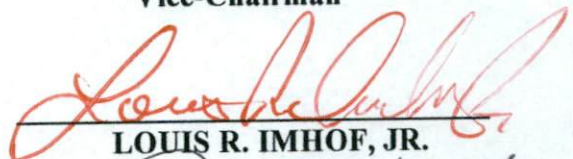
DOUGLAS J. REITER
Chairman



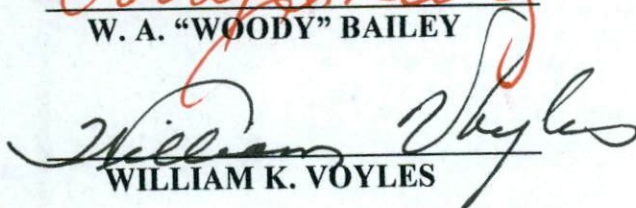
THOMAS L. SCHUSTER
Vice-Chairman



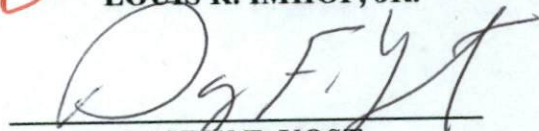
W. A. "WOODY" BAILEY



LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

May 21, 2001

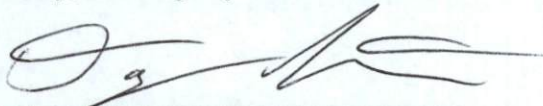
Meeting called to order by Chairman Doug Reiter at 6:30 P.M. Present were members: Douglas J. Reiter, Chairman, Tom Schuster, Vice-Chairman, W. A. "Woody" Bailey, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present was Sellersburg Building Inspector Nathan Grimes and Secretary David L. Kinder.

Motion by Danny F. Yost to accept the minutes of the April 16, 2001 meeting, seconded by Louis R. Imhof, Jr. 6-aye, 0-nay, motion approved.

Mr. Frank Schuff regarding a parking waiver for 104 West Utica Street. Small church located at 104 West Utica Street, with 30 to 40 people. There is a small parking lot there but I contacted the business across the street, they own the lot behind that building and the have agreed to let the church use their parking lot. We are seeking to get a waiver for the parking at 104 West Utica, which is not large enough for the church.

Motion by William K. Voyles to approve the parking waiver, seconded by W. W. "Woody" Bailey. 6-aye, 0-nay, motion approved.

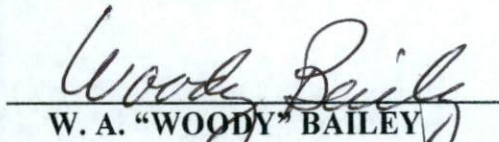
Motion by Danny F. Yost to adjourn the meeting, seconded by Louis R. Imhof, Jr. 6-aye, 0-nay, meeting adjourned at 6:38 P.M.



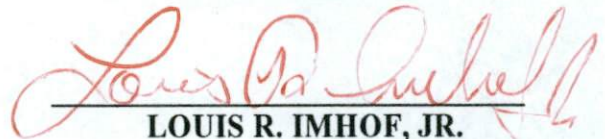
DOUGLAS J. REITER
Chairman



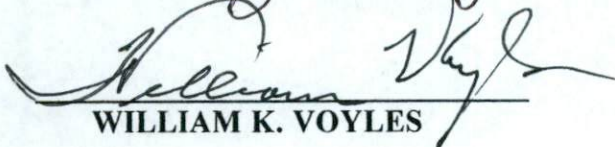
THOMAS L. SCHUSTER
Vice-Chairman



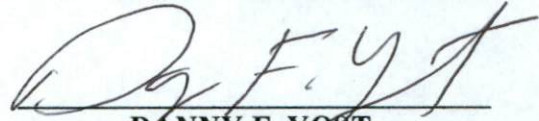
W. A. "WOODY" BAILEY



LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

June 18, 2001

Meeting called to order by Chairman Doug Reiter at 6:30 P.M. Present were members: Douglas J. Reiter, Chairman, Tom Schuster, Vice-Chairman, W. A. "Woody" Bailey, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present were Sellersburg Building Commissioner Nathan Grimes and Secretary David L. Kinder.

Motion by Louis R. Imhof, Jr. to accept the minutes of the May 21, 2001 meeting, seconded by Danny F. Yost. 5-aye, 1-nay, motion approved.

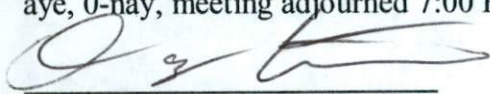
Nathan Grimes presents preliminary plat for Mike Davis' sub-division, also have sewer and water profiles which have been approved by the sewer and water department of Sellersburg and the road and drainage plans.

The sub-division ordinance says that you must have road, curb and gutter on each side of the street and a sidewalk, a four- (4) foot sidewalk. Mr. Davis would like not to do that in his sub-division, he wants to take landscaping all the way out to the roadway. If he can do this then he would not turn the road over to the Town, having a private roadway and the repairs would be taken care of by the HomeOwners Association.

Mr. Yost ask about the improvements to the sewer lift station and Grimes states that Davis agrees to make upgrades to the lift station as he agreed before.

Louis R. Imhof, Jr. makes a motion to allow Davis to put in curbs and gutters, the Town will basically have control of the streets, eliminating the necessity of putting in sidewalks pending the zoning appeals board approval of eliminating the sidewalks, that it will be attached the possibility of a new ordinance on patio-homes which would basically come back and cover him. Motion seconded by William Voyles, 6-aye, 0-nay, motion approved.

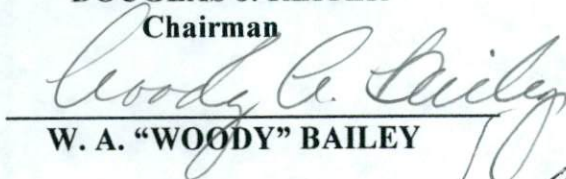
Motion by Louis R. Imhof, Jr. to adjourn the meeting, seconded by Danny F. Yost. 6-aye, 0-nay, meeting adjourned 7:00 P.M.



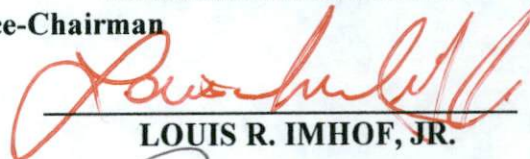
DOUGLAS J. REITER
Chairman



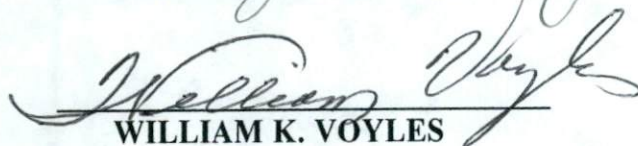
THOMAS L. SCHUSTER
Vice-Chairman



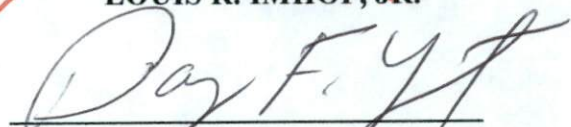
W. A. "WOODY" BAILEY



LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST

MEMO

TO: Sellersburg Plan Commission

FROM: William McCall, Sellersburg Town Attorney

DATE: July 24, 2001

RE: Approval of Mike Davis Development

Dear Plan Commission Members:

It has come to my attention a special meeting of the Sellersburg Plan Commission was held in early July, 2001 at which Mike Davis presented plans for his development for final approval by the Sellersburg Plan Commission. It is alleged the special meeting may have been called inappropriately, nevertheless, there were not sufficient members present to constitute a quorum. Therefore, if my information is correct it is my legal opinion all action taken by the Sellersburg Plan Commission on that date would be void. The Sellersburg Plan Commission is an advisory board which makes recommendations to the Town Council as it concerns items such as residential development. Once a recommendation is made by the Plan Commission, the Sellersburg Town Council is free to accept or reject the Plan Commission's findings. The Town Council did vote at the July 9th regular meeting to approve the final plan submitted by Mike Davis. Some of the Town Council members may have been under the impression approval of the Plan Commission had been given in the proper manner when they cast their vote. Because there was not a quorum the Plan Commission could not vote on this matter and therefore could not recommend approval of the plan to the Town Council for their vote.

It is my suggestion as soon as possible a special meeting of the Sellersburg Plan Commission should be called and appropriate notices provided to the local newspapers and posted accordingly. This matter should be presented to the Plan Commission and a vote taken if a quorum exists. At the August 13, 2001 meeting of the Sellersburg Town Council, the Town Council can ratify its July 9th, 2001 vote to approve the plans as submitted by Mike Davis, if they so desire.

If there are any questions in regard to this matter, please do not hesitate to contact me at your convenience. I am always available to any member of the Sellersburg Plan Commission or any of the other Town boards for questions and hopefully an answer. Lastly, our ordinances require the Plan Commission have seven (7) members, I note there are only six (6) members at this time. I will advise the Town Council that an additional member needs to be appointed to the Plan Commission as soon as possible and hopefully such action can be taken on August 13, 2001.

Hopefully this matter will be resolved without further incident or news coverage.

Sincerely,


William P. McCall, III
Sellersburg Town Attorney

WPM/tfm

SPECIAL MEETING

SELLERSBURG PLAN COMMISSION
(A.K.A. SELLERSBURG PLANNING AND ZONING COMMISSION)

THE SELLERSBURG PLAN COMMISSION
WILL MEET IN SPECIAL SESSION ON
TUESDAY, JULY 3, 2001, AT 5:30 P.M.,
TOWN HALL MEETING ROOM TO
DISCUSS EQUESTRIAN LAKES
DEVELOPMENT.

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

July 16, 2001

Chairman Doug Reiter called the meeting to order at 6:30 P.M. Present were members: Douglas J. Reiter, Chairman, Tom Schuster, Vice-Chairman, W. A. "Woody" Bailey, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present were Sellersburg Building Commissioner Nathan Grimes and Secretary David L. Kinder.

Motion made by Louis R. Imhof, Jr. to accept the minutes of the June 18, 2001 meeting, seconded by William K. Voyles. 6-aye, 0-nay, motion approved.

Robert Lynn requests change in the Lakeside final cul-de-sac to the South of altering that and making a connecting street to the Butler Property, 38 acres, beyond that. I entered into an agreement with Lakeside Developers to jointly propose a development to that tract of land.

I want to give you a preview of what our plans are to see if you want to take on this development because of the sewer system. There will be approximately 126 to 128 lots.

Motion by Louis R. Imhof, Jr. to approve re-plot of the lots 101 through 104 of Lakeside Estates, seconded by W. A. "Woody" Bailey. 5-aye, 0-nay, motion approved.

Chairman Reiter states that he received minutes for the July 3, 2001 meeting and he wants to know who called the meeting? Nathan Grimes states he called you (Reiter) and each member of the Board and you said you didn't think we should have it everyone else agreed to do it. There were three members here and maybe I superceded my authority, I don't know, I didn't want to go over your head. I was just trying to get something done.

Mr. Voyles states the only reason this meeting was held, Mr. Davis agreed to install the required gutters, curbs and sidewalks as required by Town Ordinances.

Mr. Reiter questions Nathan Grimes about a conflict of interest because Nathan is representing Davis and also calling the special meeting to get the plan approved!

Nathan explains that his position has always been, and I explained this to the Town Council, that if I took the position of Building Commissioner that I am also an engineer, developing my own business, and that there would be times when I would be doing both things.

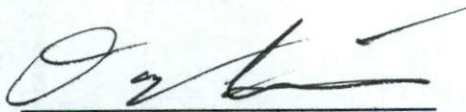
Mr. Reiter advises that until he can check further into this he will not vote on these minutes (minutes from the special meeting) and he will not present the minutes of that meeting because he believes the meeting was illegal.

Sellersburg Plan Commission
Meeting July 16, 2001
Page 2 of 2 page

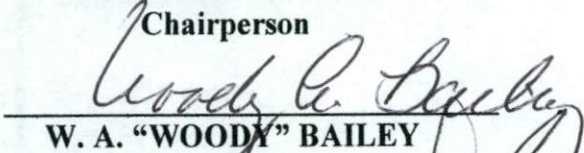
Rieter ask if these plans have been submitted to the Council for approval. Yost advises that it has and they have been approved.

Reiter advises that he has no objection to the plans, just the way they were approved.

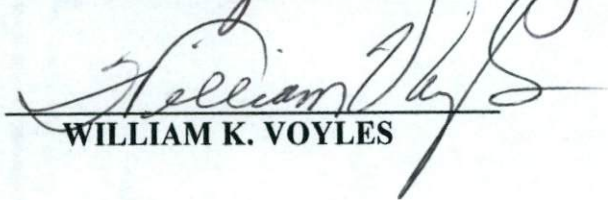
Motion by Louis R. Imhof, Jr. to adjourn the meeting, seconded by William K. Voyles.
5-aye, 0-nay, meeting adjourned at 7:20 P.M.



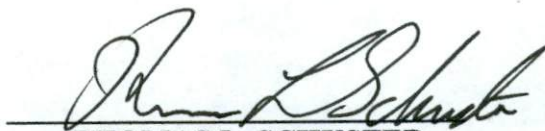
DOUGLAS J. REITER
Chairperson



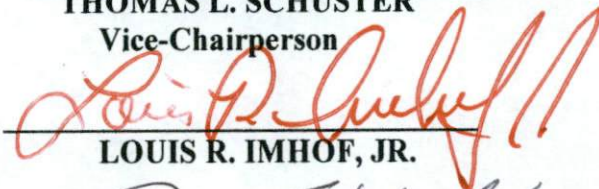
W. A. "WOODY" BAILEY



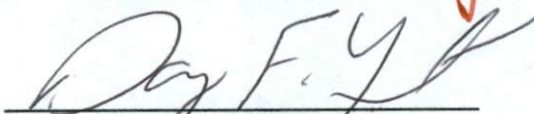
WILLIAM K. VOYLES



THOMAS L. SCHUSTER
Vice-Chairperson



LOUIS R. IMHOF, JR.



DANNY F. YOST



Frank O'Bannon
Governor

Lori F. Kaplan
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
(317) 232-8603
(800) 451-6027
www.state.in.us/idem

June 27, 2001

VIA CERTIFIED MAIL

7000 0600 0026 8341 7574
Mr. Mike Davis
112 Karie Drive
Sellersburg, Indiana 47172

Dear Applicant:

Re: 327 IAC Article 3 Construction
Permit Application
Plans and Specifications for
Sanitary Sewer
Equestrian Lakes
Permit Approval No. 14598
Sellersburg, Indiana
Clark County

The application, plans and specifications, and supporting documents for the above-referenced project have been reviewed and processed in accordance with rules adopted under 327 IAC Article 3. Enclosed is the Construction Permit (Approval No. 14598), which applies to the construction of the above-referenced proposed sanitary sewer system to be located at 112 Karie Drive.

Please review the enclosed permit carefully and become familiar with its terms and conditions. In addition, it is imperative that the applicant, consulting architect/engineer (A/E), inspector, and contractor are aware of these terms, conditions, and reporting and testing requirements.

It should be noted that any person affected or aggrieved by the agency's decision in authorizing the construction of the above-referenced facility may, within fifteen (15) days from date of mailing, appeal by filing a request with the Office of Environmental Adjudication for an adjudicatory hearing in accordance with IC 4-21.5-3-7 and IC 13-15-6. The procedure for appeal is outlined in more detail in Part III of the attached construction permit.

Plans and specifications were prepared by Renaissance Design Build, Inc., certified by Mr. Nathan R. Grimes, P.E., and submitted for review on June 4, 2001.

Any questions concerning this permit may be addressed to Mr. Willie D. Soliven, of our staff, at 317/232-8643. Questions concerning appeal procedures should be addressed to the Office of Environmental Adjudication, at 317/232-8591.

Sincerely,



Kenneth A. Lee, Chief
Facility Construction Section
Office of Water Quality

WDS/nb

Project No. M-13660

Enclosures

cc: Clark County Health Department
Clark County Commissioner
Town of Sellersburg
Renaissance Design Build, Inc.
Mary Casey
Homer & Pauline Dobbins
John P. Delores Ferree
Thornton Oil Co.
Alice Castetter Trust
David & Curella Tucker
James & Mary Jo Scatter
M& R Properties
Jerry & Linda Birge

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
AUTHORIZATION FOR CONSTRUCTION OF
SANITARY SEWER SYSTEM
UNDER 327 IAC ARTICLE 3


DECISION OF APPROVAL

Mr. Mike Davis, in accordance with the provisions of IC 13-15 and 327 IAC Article 3 is hereby issued a permit to construct the sanitary sewer system to be located at 112 Karie Drive. The permittee is required to comply with requirements set forth in Parts I, II and III hereof. The permit is effective pursuant to IC 4-21.5-3-4(d). If a petition for review and a petition for stay of effectiveness are filed pursuant to IC 13-15-6, an Environmental Law Judge may be appointed for an adjudicatory hearing. The force and effect of any contested permit provision may be stayed at that time.

NOTICE OF EXPIRATION DATE

This permit and the authorization to initiate construction of this sanitary sewer system shall expire at midnight July 1, 2002. In order to receive authorization to begin construction beyond the date of expiration, the permittee shall submit such information and forms as are required by the Indiana Department of Environmental Management at least sixty (60) days prior to the expiration date.

Signed this 27th day of June, 2001, for the Indiana Department of Environmental Management.


Kenneth A. Lee, Chief
Facility Construction Section
Office of Water Quality

SANITARY SEWER SYSTEM DESCRIPTION

It is proposed to install approximately 830 feet of 8-inch diameter PVC ASTM D-3034 (SDR 35) sanitary sewer to serve 18 single-family homes in the referenced project with an expected total average flow of 5,580 gpd. The new sewer will be connected to an existing 8-inch diameter sanitary sewer at Karie Drive, south side of Lake Pointe Estates, Section 1.

Inspection of the new sanitary sewer during construction will be provided by the Town of Sellersburg and Renaissance Design Build, Inc. Maintenance after completion of the new sewer and wastewater treatment will be provided by the Town of Sellersburg.

CONDITIONS AND LIMITATIONS TO THE AUTHORIZATION FOR
CONSTRUCTION OF SANITARY SEWERS

During the period beginning on the effective date of this permit and extending until the expiration date, the permittee is authorized to construct the above described sanitary sewer system. Such construction shall conform to all provisions of State Rule 327 IAC Article 3 and the following specific provisions:

PART I

SPECIFIC CONDITIONS AND LIMITATIONS TO THE CONSTRUCTION PERMIT

Unless specific authorization is otherwise provided under the permit, the permittee shall comply with the following conditions:

1. All local permits shall be obtained before construction is begun on this project.
2. If pollution or nuisance conditions are created, immediate corrective action will be taken by the permittee.
3. The separation of sanitary sewers from water mains and drinking water wells must comply with 327 IAC 3-6-9.
4. All gravity sewer pipe must be leak tested using either a hydrostatic test or air test in accordance with 327 IAC 3-6-19(d). If using a hydrostatic test, the rate of exfiltration or infiltration shall not exceed 200 gallons per inch of pipe diameter per linear mile per day. Air test shall be as prescribed.

5. The results of the gravity sewer leakage test and/or force main leakage test on the completed sewer shall be submitted to this office within three months of completion of construction.
6. If construction is located within a floodway, a permit may also be required from the Department of Natural Resources prior to the start of construction. It is the permittee's responsibility to coordinate with that agency and obtain any required approvals if applicable. Questions may be directed to the Permit Administration Section, Division of Water at 317/233-5635.
7. Deflection tests must be performed on all flexible* pipe after the final backfill has been in place at least 30 days. No pipe shall exceed a vertical deflection of 5%. Deflection test results shall be submitted with the infiltration/exfiltration test results. (*The following are considered nonflexible pipes: vitrified clay pipe, concrete pipe, ductile iron pipe, cast iron pipe, asbestos cement pipe.)
8. Manholes shall be air tested in accordance with ASTM C1244-93, Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test. The manhole test results shall be submitted with the gravity sewer leakage test results.

Failure to submit test results within the allotted time period or failure to meet guidelines as set forth in the above conditions could be subject to enforcement proceedings as provided by 327 IAC 3-5-3.

PART II
GENERAL CONDITIONS

1. No significant or material changes in the scope of the plans or construction of this project shall be made unless the following provisions are met:
 - a. Request for permit modification is made 60 days in advance of the proposed significant or material changes in the scope of the plans or construction;
 - b. Submit a detailed statement of such proposed changes;
 - c. Submit revised plans and specifications including a revised design summary; and
 - d. Obtain a revised construction permit from this agency.
2. This permit may be modified, suspended, or revoked for cause including, but not limited to the following:
 - a. Violation of any term or conditions of this permit:
 - b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.
3. Nothing herein shall be construed as guaranteeing that the proposed water pollution treatment/control facility shall meet standards, limitations or requirements of this or any other agency of state or federal government, as this agency has no direct control over the actual construction and/or operation of the proposed project.

PART III
APPEALS PROCEDURE

Anyone wishing to challenge this agency's decision for authorizing the construction of this facility may do so, provided that a petition for administrative review is filed as required by IC 4-21.5-3-7. The petition must be submitted within fifteen (15) days of the date of mailing of this permit notification. The petition must include facts demonstrating that you are either the applicant, a person aggrieved or adversely affected by this decision, or otherwise entitled to review by law. Additionally, IC 13-15-6-2 requires that your petition include:

1. The name and address of the person making the request;
2. The interest of the person making the request;
3. Identification of any persons represented by the person making the request;
4. The reasons, with particularity, for the request;
5. The issues, with particularity, proposed for consideration at the hearing; and
6. Identification of the permit terms and conditions which, in the judgement of the person making the request, would be appropriate in the case in question to satisfy the requirements of the law governing permits of the type granted or denied by the Assistant Commissioner's action.
7. Pursuant to IC 4-21.5-3-1(f), any document serving as a petition for review or review and stay must be filed with the Office of Environmental Adjudication. Filing of such a document is complete on the earliest of the following dates:
 - a. The date on which the petition is delivered to the Office of Environmental Adjudication, ISTA Building, 150 West Market Street, Suite 618, Indianapolis, Indiana 46204;
 - b. The date of the postmark on the envelope containing the petition, if the petition is mailed by United States mail; or
 - c. The date on which the petition is deposited with a private carrier, as shown by a receipt issued by the carrier, if the petition is sent by private carrier.

NOTICE OF APPEAL RIGHTS

The Indiana Department of Environmental Management is notifying you of the Commissioner's decision regarding the issuance of the attached permit. This is being done because the applicant for the permit listed you as a person or party who may be potentially affected by the issuance of the permit.

Indiana law gives potentially affected persons or parties certain appeal rights. These appeal rights, including the required time limitation and procedures for exercising them, are set out in more detail in the cover letter and Part III of the permit.

Please read the foregoing information carefully so that you may become aware of your rights in this matter.

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

August 20 2001

Chairman Doug Reiter called the meeting to order at 6:30 P.M. Present were members: Douglas J. Reiter, Chairman, Tom Schuster, Vice-Chairman, W. A. "Woody" Bailey, Nancy J. Casteel, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present were Sellersburg Building Commissioner Nathan Grimes and Secretary Michelle D. Eve.

Motion made by Danny F. Yost, seconded by Louis R. Imhof, Jr. to accept the minutes of the July 16, 2001 meeting. 7-aye, 0-nay, motion approved.

The July 3rd minutes I don't know the proper procedure or what we can do with them but I mean we are not going to approve them or anything so I believe Nate has the plan from Mike Davis and we can discuss that tonight after we take care of the gentlemen that are here. I don't know the proper thing to do with these I mean, that's what I thought.

David Blankenbaker, representing Lakeside Estates, everyone has a plat copy and a petition from the attorney, a petition to vacate a part of the Plat of Lakeside Estates, First Addition and to resubdivide and replat the subject real property. In today's mail, Nathan Grimes received proof of publication where it was published in the paper.

There are four lots in the cul-de-sac that we would like to extend the road and make a six lot development.

Mr. Robert Lynn advises that the sub-division will become part of the Town once the sewer and water are installed.

Motion by Louis R. Imhof, Jr. to vacate lots 101, 102, 103 and 104 of Lakeside Estates, seconded by William K. Voyles. 7-aye, 0-nay. Motion approved.

Motion by W. A. "Woody" Bailey to approve the lots 201, 202, 203, 204, 205 and 206 Lakeside Estates final approval on the plat, seconded by Louis R. Imhof, Jr. 7-aye, 0-nay, motion approved.

Equestrian Lakes Estates, there are additional utility easements, along with sidewalks, curbs and gutters.

Motion to approve the final plat of Equestrian Lakes Estates made by William K. Voyles, seconded by W. A. "Woody" Bailey. 7-aye, 0-nay, motion approved.

Nathan Grimes, states that each board member may have received a memo from (William) Perry McCall about the meeting and about we need another board member which we have now. It came to me and I sent it out to everyone.

Sellersburg Plan Commission

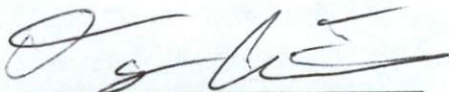
August 20, 2001

Page 2 of 2 pages

Chairperson Reiter states it now has to go back before the Council. He called me at home and asks if we were going to have a special meeting and I advised him that it was near enough to the regular meeting so I am going to do it on a regular meeting. If the Town Council does not contact you to stop construction don't stop construction.

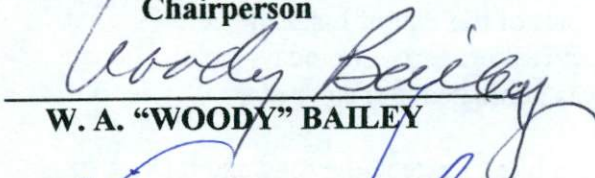
Reiter also asks about the trailer on Adkins Court. Grimes advise it is in the hands of the Town Attorney and the Attorney for Mr. Melcher.

Motion by Louis R. Imhof, Jr. to adjourn the meeting, seconded by Thomas L Schuster, 7-aye, 0-nay, motion approved, meeting adjourned at 6:57 P.M.

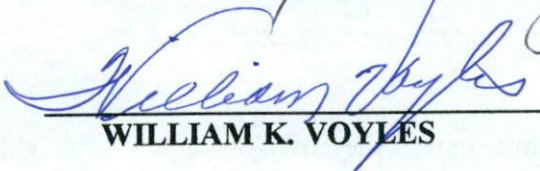


DOUGLAS J. REITER

Chairperson



W. A. "WOODY" BAILEY

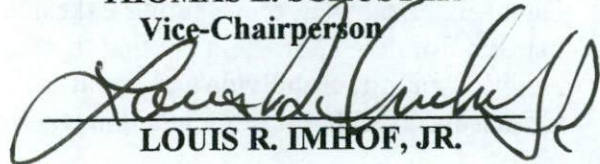


WILLIAM K. VOYLES



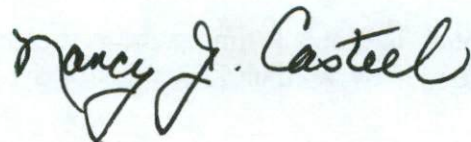
THOMAS L. SCHUSTER

Vice-Chairperson



LOUIS R. IMHOF, JR.

DANNY F. YOST



STATE OF INDIANA
BEFORE THE SELLERSBURG PLAN COMMISSION

IN RE THE VACATION OF A PART
OF THE PLAT OF "LAKESIDE ESTATES,
FIRST ADDITION", AND THE PROPOSED
REPLAT THEREOF.

Lakeside Developers, LLC,
and Silver Glade, LLC,

Petitioners.

**PETITION TO VACATE A PART OF THE PLAT OF
"LAKESIDE ESTATES, FIRST ADDITION", AND
TO RESUBDIVIDE AND REPLAT THE SUBJECT REAL PROPERTY**

Petitioners, Lakeside Developers, LLC ("Lakeside"), and Silver Glade, LLC ("Silver Glade"), hereby petition the Sellersburg Plan Commission (the "Plan Commission") as follows:

1. Lakeside is a limited liability company organized under the laws of the state of Indiana.
2. Lakeside is the developer of a residential development located within the Town of Sellersburg commonly known as "Lakeside Estates", the First Addition of which development consists of 39 lots on 11.721 acres. The legal description of the property comprising the First Addition of this development is located is set forth in Exhibit "A" attached hereto (the "Property").
3. On or about May 18, 1999, the Plan Commission granted final approval of the plat of "Lakeside Estates, First Addition" on the Property on petition filed by Lakeside, which plat was recorded on May 20, 1999, in the office of the Clark County Recorder as Instrument 10943 (the "Plat"). The Plat is further recorded at Plat Book 11, Page 56, in the records of Clark County, Indiana.
4. On or about May 20, 1999, restrictive and protective covenants pertaining to all of the property in the Plat were recorded in the office of the Clark County Recorder at Miscellaneous Drawer 31, Instrument No. 10944 (the "Covenants"), a copy of which are attached hereto as Exhibit "B".

5. This petition is filed by Lakeside, as the owner of 29 lots in the Plat and pursuant to authority granted by Indiana Code 36-7-3-11, to vacate a part of the Plat consisting of Lots 101, 102, 103, and 104 therein (the "Vacation Property"), all of which lots are presently owned by Lakeside. The platted public way designated "Lakeside Drive" within the Vacation Property is not presently an improved public street. This petition further seeks to vacate the Covenants as they pertain to the Vacation Property and all public ways and places as described or shown on the Plat therein.

6. The Property, the Plat, the Covenants and this petition are subject to the jurisdiction of the Plan Commission under Indiana law.

7. The circumstances and reasons prompting this petition are as follows:

a. "Lakeside Estates", in its totality, is anticipated to be an approximately 99-lot single-family residential development on approximately 48.9 acres that is to be completed in 2 sections. When Lakeside designed "Lakeside Estates", Lakeside had no control over the property outside of the Plat adjacent to the Vacation Property.

b. Lakeside is now a member of Silver Glade. The other member of Silver Glade is the Robert Lynn Company, Inc., an Indiana corporation, which holds a contract for the purchase of a 38.6-acre tract of real property adjacent to the Vacation Property (the "Silver Glade Property"). Silver Glade intends to develop a single-family residential subdivision on the Silver Glade Property subsequent to plat approval granted by the Clark County Plan Commission.

c. The vacation and replat of the Vacation Property proposed hereby will enable Lakeside Drive to be extended to and through the Silver Glade property, thereby enabling the orderly and responsible development of the Silver Glade Property.

8. At hearing on this petition before the Plan Commission, Petitioners will present competent evidence establishing that:

a. That the conditions in property in the Plat have changed so as to defeat the original purpose of the Plat;

b. That it is in the public interest to vacate that part of the Plat consisting of the Vacation Property, together with the Covenants pertaining thereto; and,

c. That the value of that part of the land in the Plat not owned by Lakeside will not be diminished by the proposed vacation of the Vacation Property and the Covenants pertaining thereto within the Plat.

9. The present owners of all of the land in the Plat are as follows:
- a. Lakeside, whose address is 214 E. Elm Street, New Albany, Indiana 47150, and which owns Lots 75, 77, 81, 85, 87, 88, 89, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, and 112.
 - b. Troy Haste and Shannon Fleetwood, the owners of Lot 74, whose address is 4506 Brandon Circle, Sellersburg, Indiana 47172.
 - c. Mark W. Spears and Tamyra Spears, the owners of Lot 76, whose tax mailing address is 825 Weaver Road, Memphis, Indiana 47143, and whose property address is 4510 Brandon Circle, Sellersburg, Indiana 47172.
 - d. Dana Lynn Schowe, the owner of Lot 78, whose address is 4514 Brandon Circle, Sellersburg, Indiana 47172.
 - e. Billie D. Shireman and Karen G. Shireman, the owners of Lot 79, whose tax mailing address is 1014 Main Street, Jeffersonville, Indiana 47130, and whose property address is 4516 Brandon Circle, Sellersburg, Indiana 47172.
 - f. John M. Waddle and Frankie A. Waddle, the owners of Lot 80, whose address is 4518 Brandon Circle, Sellersburg, Indiana 47172.
 - g. Christopher M. Sneed and Stacy L. Sneed, the owners of Lot 82, whose address is 4522 Brandon Circle, Sellersburg, Indiana 47172.
 - h. Charles Page and Linda Page, the owners of Lot 83, whose address is 4523 Brandon Circle, Sellersburg, Indiana, 47172.
 - i. Martin Ignacio and Avigay Ignacio, the owners of Lot 84, whose address is 4521 Brandon Circle, Sellersburg, Indiana 47172.
 - j. Jon T. Druin, the owner of Lot 86, whose address is 4517 Brandon Circle, Sellersburg, Indiana 47172.
 - k. Shawn Jared Shaw, the owner of Lot 90, whose address is 4509 Brandon Circle, Sellersburg, Indiana 47172.

Such owners should receive proper notice and have the opportunity to be heard regarding this petition at hearing held by the Plan Commission for such purpose. Petitioners agree to pay all expenses associated with the provision of all required notices to such owners of land within the Plat.

10. Attached hereto as Exhibit "C" is an instrument tendered by Petitioners for recording upon (i) approval of this petition by the Plan Commission, and (ii) approval of the proposed replat of the Vacation Property filed separately herewith. Upon the complete execution and recording of Exhibit "C", the effect of the subject Plat with respect to the Vacation Property, as well as all public rights in any unimproved public ways and places described in that portion of the Plat consisting of the Vacation Property, shall terminate. In the event that approval of the proposed replat of the Vacation Property is not granted, Exhibit "C" shall not be recorded or have legal effect, notwithstanding any approval of this petition by the Plan Commission.

11. Pursuant to authority granted by the Sellersburg Subdivision Control Ordinance, and the provisions of Indiana Code 36-7-3-1, *et seq.*, Lakeside seeks the vacation of the Vacation Property within the Plat, together with the contemporaneous approval of the proposed replat of the Vacation Property into new Lot #s 201, 202, 203, 204, 205, and 206 within the Plat, with Lakeside Drive becoming an extended public street within the Plat, under application filed separately herewith. Lakeside proposes no other changes to the Plat. Lakeside asks, as evidenced by the proposed provisions of Exhibit "C", that such new lots be made subject to the Covenants in the same manner as all other remaining lots in the Plat are now subject to such Covenants.

WHEREFORE, petitioners, Lakeside Developers, LLC, and Silver Glade, LLC, respectfully ask that the Sellersburg Commission grant all of the following relief:

- A. That within 30 days after receipt of this petition, the Plan Commission staff announce that a hearing will be held by the Plan Commission on this petition, preferably at its regular meeting on August 20, 2001;
- B. That the Plan Commission give each owner of land in the Plat notice of the hearing and an opportunity to comment on this petition at such hearing;
- C. That the Plan Commission grant the approval of the vacation of that part of the Plat consisting of the Vacation Property;
- D. That the Plan Commission grant approval of Lakeside's application for the replat of the Vacation Property filed separately herewith, without the imposition of any other condition or commitment; and,

- E. That subsequent to the grant of approval of the proposed replat of the Vacation Property, the Plan Commission furnish a copy of its approval of this petition to the office of the Clark County Recorder for recording. As stated above, Exhibit "C" attached hereto is an instrument tendered by Petitioners for such recording purposes.

This petition filed this 3rd day of ~~July~~ ^{AUG.}, 2001.

For LAKESIDE DEVELOPERS, LLC

By: Everett L. Sprigler - member
Everett L. Sprigler, Member

By: Brent L. Sprigler, member
Brent L. Sprigler, Member

For SILVER GLADE, LLC

Lakeside Developers, LLC, Member

By: Everett L. Sprigler - member
Everett L. Sprigler, Member

By: Brent L. Sprigler, member
Brent L. Sprigler, Member

Robert Lynn Company, Inc., Member

By: Robert Lynn, President
Robert Lynn, President

This petition prepared by:
APLEGATE & MULL
Attorneys at Law
P.O. Box 1418
Jeffersonville, IN 47131-1418
(812) 284-9499

**PART OF ILLINOIS GRANT #89
SILVER CREEK TOWNSHIP
CLARK COUNTY, IN.**

Beginning at the Northwest corner of Lot #40 in the Lakeside Estates Subdivision; thence South 53° 55' 23" West 275.29 feet; thence South 36° 02' 00" East 51.03 feet; thence South 53° 57' 29" West 471.71 feet; thence South 30° 40' 36" East 668.25 feet; thence North 53° 44' 41" East 532.83 feet; thence North 36° 03' 29" West 57.51 feet; thence North 54° 08' 39" East 264.45 feet; thence North 36° 04' 37" West 143.56 feet; thence South 53° 55' 23" West 2.66 feet; thence North 36° 04' 37" West 188.00 feet; thence North 53° 55' 23" East 13.74 feet; thence North 36° 04' 37" West 326.00 feet to the point of beginning, containing 4.060 Acres, more or less in Lots #23 thru #28 and Lots #33 thru #39 in said Lakeside Estates Subdivision, and containing in all 11.721 Acres, more or less.

EXHIBIT "A"

COPY

MISC
31-10944

RECEIVED
FOR RECORD

RESTRICTIVE AND PROTECTIVE COVENANTS

10944

FOR LAKESIDE ESTATES

51
MAY 20 3 00 PM '99
MISC
10944
SHIRLEY NGLOT
RECORDER OF CLARK CO.

Lakeside Developers, Inc., being the sole owner of all record in Lakeside Estate, as the same appears of record in the Office of the Recorder of Clark County, Indiana, in Deed Drawer Instrument No. _____, does hereby impose the following Restrictions and Protective Covenants upon each lot within the Plat Lakeside Estate, for the mutual benefit of all persons, firms and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot within such Development.

PLAT BK
11 pg. 56

1. Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half (2 1/2) stories in height and containing a private garage attached for the sole use of the owner and occupants of the lot.

2. Approval of Construction and Landscape Plans.

No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing the (a) location of improvements on the lot; (b) the grade elevation (including rear, front and side elevations; (c) the type of exterior material (including delivery of a sample thereof); and (d) the location and size of the driveway (which

thereof); and (d) the location and size of the driveway (which shall be concrete) shall have been approved in writing by the Developer. The size of the driveway shall be such as to allow the off-street parking for a minimum of four (4) cars.

References to the "Developer" in this paragraph shall include any person, firm, corporation or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence or all.

3. Building Materials: Roof: Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer, or a combination of same. However, Developer recognizes that the appears of other exterior building materials (such as stucco, wood siding or vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior or building materials.

(b) The roof pitch of any residential structure shall not be less than five (6) inches vertical for every twelve (12) inches horizontal for structures with more than one (1) story, and eight (8) inches vertical for every twelve (12) inches horizontal for one (1) story structures.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of two (2) years and must have supervised the construction of or built a minimum of six (6) homes. Developer

makes this requirement to maintain high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

4. Garages and Swimming Pools.

All lots shall have at least a two (2) car garage but not more than a three (3) car garage unless otherwise approved in writing by Developer or any person, firm, corporation or association in whom it may assign such right. Garages, as separate structures, are subject to prior plan approval under Section 2 hereof. No carport shall be constructed on any lot. No above ground swimming pool shall be constructed on any lot.

5. Setbacks.

(a) No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision. For purposes of this section, the Development of the subdivision shall be from the date that these restrictions and protective covenants are executed by the Developers to the date of the sale of the last remaining lot in Lakeside States, to any person, firm or corporation other than the Developers.

(b) For purposes of the Restrictions and Protective Covenants, all adjoining lots or portions thereof used as a site for the construction of a single dwelling structure shall be

considered on a(1) lot, so that these Restrictions and Protective Covenants relative to side lot lines shall mean the side limits of any one or more lots or portion or portions of any lot or lots used as a single dwelling building site.

(c) For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this exception shall not be construed to permit any portion of a dwelling structure or any other building to encroach upon another lot. In no event shall any dwelling structure or any other building be erected in violation of side yard requirements of any applicable zoning ordinance in effect at the time of construction thereof. The minimum lot size shall be as shown on the recorded plat.

6. Minimum Floor Areas.

(a) The ground floor area of a one story house shall be a minimum of 1,150 square feet, exclusive of the garage.

(b) The total floor area of a one and one-half (1 1/2) story house and a two (2) story house shall be a minimum of 1,600 square feet, exclusive of the garage.

(c) Finished basement areas, garages and open porches shall not be included in computing total floor area of any residential structure.

7. Nuisances.

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

8. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developers, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, truck larger than a pickup, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement or parked to the rear of the improvements located on any lot so that the same shall not be visible to the public from any street located in the subdivision or additions thereto. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

(d) No automobile shall be continuously or habitually parked on any street or public right-of-way. For purposes of this paragraph, habitually or continuously parked on any street or public right-of-way shall mean any period in excess of six (6) hours. It is the intent of the Developer that residents of the

Development park their automobiles in their driveways and/or garages.

9. Animals.

No Animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in this geographic area may be kept provided they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet.

10. Landscaping; Sidewalks, Driveways, Trees.

(a) After the construction of a residence, the lot owner shall grade and seed or sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall concrete or blacktop the driveway within one (1) month after completion of a single family dwelling. The size of the driveway shall be such as to allow for the parking of four cars in said driveway.

11. Mail and Paper Boxes; Hedges.

No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer or by any person, firm, corporation or association to whom it may assign the right.

12. Underground Utility Service.

Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision.

13. Clothes Line; Fences and Walls.

(a) No outside clothes lines shall be erected or placed on any lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. Fences shall not exceed six (6) feet in height without approval of the Developer. Until all lots in Lakeside Estates are sold, the Developer may erect a permanent fence in excess of six (6) feet in height to screen the subdivision from adjacent property, the condition of which does not conform to the Restrictions and Protective Covenants. This provision shall apply only to lots which form the exterior boundaries of Lakeside Estates.

(c) No tennis court fence shall be erected on any lot in the subdivision unless the fencing is coated with green vinyl.

(d) In the event that an in ground swimming pool is installed on any lot in the subdivision, a privacy fence shall be erected to screen such swimming pool from sight.

14. Duty to Maintain Lot.

(a) From and after the date of purchase of a lot until construction of a single family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot, including but not limited to mowing. Each owner shall be assessed an annual fee payable in January at the rate of \$8.00 per month for the first year following the date the lot owners acquires title to a lot; thereafter, each lot owner shall be assessed an annual fee equal to Developer's actual cost of such maintenance, including, overhead and supervision costs, until construction of a single family residence is started.

(b) From and after the date construction of a single family residence on a lot is started, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep in otherwise neat and attractive in appearance. Should any owner fail to do so, the Developer (or any person, firm, corporation or association to whom it may assign the right) may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing.

COPY

RECEIVED FOR RECORD

RESTRICTIVE AND PROTECTIVE COVENANTS
10944 FOR LAKESIDE ESTATES

51
May 20 3 01 PM '99
MISC
INSTR # 10944
BRINLEY MOLOT
OF CLARK & J

Lakeside Developers, Inc., being the sole owner of all

15. Business, Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisances to the neighborhood. Notwithstanding the provisions hereof or of paragraph 1, a new house may be used by the Developer or builder thereof as a model home for display or the builder's own office, provided said use terminates within (18) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm, corporation or association to whom it may assign such right.

16. Signs.

No signs for advertising or for any other purpose other than a Builder's Sign shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof; which shall not be greater in area than nine square feet, provided, however, the Developer or the Real Estate Company, shall have the right (i) to erect larger signs when advertising or marketing the subdivision; (ii) for sale signs on lots designating the lot number of the lots, and (iii) following the sale of lot to place signs on such lot indicating the sale and/or the name of the purchase of the lot, (iv) restrictions shall not prohibit placement of occupant name signs and lot numbers as allows by applicable zoning regulations.

17. Drainage.

Drainage of each lot shall conform to the engineered draining plans of Developer for the subdivision. Under no circumstances shall a drainage ditch be filled, altered or piped without prior written consent of Developer's professional engineer. All storm water runoff, downspout drain lines and sump pump drain lines shall be directed either to the street or in the rear draining ditch. During construction, the general contractor shall conform to the standards of "Rule Five", a soil conservation law, effective November, 1992.

18. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

19. Easements.

Easements for installation and maintenance of utilities and draining facilities are reserved as shown on the recorded plat. Within these easement, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of draining channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

20. Restrictions Run with Land.

Unless altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument is signed by a majority of the then owners of the front footage of all lots subject to these restrictions and covenants in whole or in part. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcements of these restrictions.

21. Plan of Development of Lakeside Estates.

Lakeside Estate is planned to be developed in two (2) or more sections. Additional common areas may be conveyed to the Association at the time that subsequent sections are developed, and the Developer reserves the right to annex subsequent sections to the original development and each lot owner in Section One and each of the subsequent sections annexed to such development shall have the right to become members of the Association; to share the use of all common areas; and such lot owners shall be assessed for common expenses the same manners as all the lot owners in this section of the subdivision.

22. Homeowners's Association.

(a) Membership and voting rights.

(i) Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Members.

Members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But if such vote is questioned by any member holding any interest in such lot, if all such members are not in agreement, the vote of such lot which is questioned shall not be counted.

(a) Creation of the lien and personal obligations of the assessments.

(i) The owner of any lot within the development by acceptance of a deed to any such lot, whether or not shall be expressed in such Deed, is deemed to covenant and agrees to pay to the Association an annual assessment to be determined by the Association at a later date, beginning with the initial conveyance of the lot for the Developer, and due the following

January 1, and thereafter due in a like manner on the following first day of January. The annual assessment, together with interest, cost and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with interest, cost and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such property at the time the assessments are due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed to such lot.

(ii) The purpose of the assessments levied by the Association shall be exclusively to promote the recreation, health, safety and welfare of the residents of the development and for the improvement and maintenance of the Common Areas.

(iii) The Homeowners Association, by vote of the majority of the members of said Association, may increase the annual assessments.

(iv) Effect of nonpayment of assessments: remedies of the Association: any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Fifteen (15%) percent per annum. The Association may bring an action at law against the owner primarily to pay the same or to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided

for herein by non-use of the Common Area or abandonment of such lot.

(v) Subordination of the liens and mortgages.

The liens of the assessments provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment liens. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

(vi) Exempt property. All properties

dedicated to and accepted by a local public authority, The Common Areas, and all properties owned by the Developer shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from the said assessments.

(vii) The developers shall call the first

meeting of the Homeowners session by giving thirty (30) days written notice to all members. The first meeting shall take place no later than _____, 1999.

(viii) Notice and quorum for any action.

Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30)

nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of the members or of proxies entitled to cast sixty (60%) percent of all vote of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. And a required quorum at the subsequent shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A majority vote of the quorum shall be required to take any action.

(xi) Directors and Incorporation: The Homeowners Association is an unincorporated entity and has not been incorporated. The Homeowners Association pursuant to the regulations as set forth herein may take by proper vote the action to incorporate the Homeowners Association or they may decide to stay as an unincorporated entity. They may also take the action of appointing a Board of Directors to act on behalf of the Association, and to set forth by-laws to guide the Association and/or its Directors.

(x) Owners easements and rights of enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Areas which right and easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(1) The right of the Association to dedicate or transfer any or all parts of the Common Area to

any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument of agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

(xi) The Association shall mow and maintain all Common Areas in all sections of Lakeside Estates, including the park, the islands in the Road Right-of-Way and the areas directly in front of the Entrance Walls.

23. Enforcement.

Enforcement of these restrictions, excepting paragraph 22, shall be by proceeding at law or in equity, brought by any owner of real property in Lakeside Estates, or by the Developer against any party violating or attempting to violate any covenant or restrictions, either to restrain violation to direct restoration or to recover damages.

24. Invalidation.

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.

25. Obligation in Construction or Reconvey.

Each lot owner shall within one (1) year after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single family dwelling approved according to paragraph 2, upon each lot conveyed; provided, that should said construction not commence within the specified period

of time, the Developer may elect to repurchase any and all lots on which construction has not commenced for Ninety (90%) percent of the agreed purchase price of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to the Developer by Warranty Deed. Failure of the Developer to elect to repurchase any lot on which construction has not commenced under the terms of this provision shall not be deemed a waiver of Developer's right to elect to repurchase in the future any or all of such lots on which construction has not commenced.

26. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants:

The Developer, its successors and assigns shall reserve the right to alter or amend these restrictions and protective covenants during the development period of the subdivision. For purposes of this section, the development period shall be from the date that these restrictions and protective covenants are executed by the Developers to the date of the recording of a Deed to any lot in Lakeside Estates, to any person, firm or corporation other than the Developer.

IN WITNESS WHEREOF, Lakeside Developers, Inc., Developer herein, has caused this instrument to be executed by its duly authorized officer this 16th day of March, 1999.

LAKESIDE DEVELOPERS, INC.

By: Everett Sprigler

EVERETT SPRIGLER

STATE OF INDIANA)
COUNTY OF Floyd) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Lakeside Developers, Inc., by Everett Sprigler, and acknowledged the execution of the foregoing Restrictive and Protective Covenants.

WITNESS my hand and notarial seal, this 14th day of April, 1999.

My Commission Expires: 2-3-2007

Charles H. [Signature]
NOTARY PUBLIC
Charles H. [Signature]
Printed Signature
Resident of Floyd County, IN

Prepared by:
Everett Sprigler

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SHIRLEY YOLBY
RECORDER OF CLARK CO.

VACATION OF A PART OF A PLAT AND THE COVENANTS PERTAINING THERETO
(Plat Book 11, Page 56)

Pursuant to the provisions of Indiana Code 36-7-3, *et seq.*, the Sellersburg Plan Commission, at a properly noticed and convened meeting held on the 20th day of August, 2001, held a public hearing on the petition filed, in part, by Lakeside Developers, LLC, an Indiana limited liability company, to vacate all of Lot Nos. 101, 102, 103, and 104 of the plat of "Lakeside Estates, First Addition", which plat was recorded in the office of the Clark County Recorder as Instrument No. 10943 on May 20, 1999, and also at Plat Book 11, Page 56, of the records of Clark County, Indiana. The petition further seeks the vacation of the restrictive and protective covenants for property within such plat as they pertain to Lot Nos. 101, 102, 103, and 104, which covenants were recorded in the office of the Clark County Recorder at Miscellaneous Drawer 31, Instrument No. 10944 on May 20, 1999. The legal description of the property within such plat is attached hereto as Exhibit "1". The legal description of the property within such plat for which vacation is proposed is attached hereto as Exhibit "2".

Subsequent to such hearing, the Sellersburg Plan Commission approved the petition after making the following findings:

1. That the conditions in the platted area have changed so as to defeat the original purpose of the plat as it pertains to the property therein proposed for vacation;
2. That it is in the public interest to vacate that portion of the plat consisting of Lot Nos. 101, 102, 103, and 104 therein, together with all of the restrictive and protective covenants pertaining to such lots; and,
3. That the value of that part of the land in the plat not owned by the petitioner will not be diminished by vacation of such portion of the plat or the restrictive and protective covenants pertaining thereto.


It shall be a condition of this approval that the restrictive and protective covenants recorded at Miscellaneous Drawer 31, Instrument No. 10944, shall be made to apply to the property in that portion of the plat vacated hereby upon any subsequent plat approval pertaining to such property.

It is ordered by the Sellersburg Plan Commission that this certification of approval be forwarded to the office of the Clark County Recorder for recording in the same manner as a deed to real property as required by Indiana Code 36-7-3-11(f). Upon its recording, this instrument shall terminate the effect of (i) the plat as to lots 101, 102, 103, and 104 therein, (ii) the restrictive and protective covenants pertaining to property within

such plat as such covenants apply to that portion of the property in the plat vacated hereby, including any public ways and places described in or shown on the plat, and (iii) all public rights in any unimproved public ways and places described in that portion of the plat vacated hereby, specifically including, but not limited to, the terminus of the Lakeside Drive *cul-de-sac*.

Approval of this Vacation of a Part of a Plat and the Covenants Pertaining Thereto (Plat Book 11, Page 56) by the Sellersburg Plan Commission is certified as of this 20th day of August, 2001.

SELLERSBURG PLAN COMMISSION

By: 
Doug Reiter, President

Attest: Michelle D. Eve
Secretary

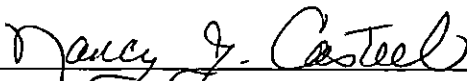
STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, this 20 day of August, 2001, personally appeared Doug Reiter, as president of the Sellersburg Plan Commission, (and Michelle D. Eve, as secretary of the Sellersburg Plan Commission, acknowledged the approval of the foregoing Vacation of a Part of a Plat and the Covenants Pertaining Thereto (Plat Book 11, Page 56) by the Sellersburg Plan Commission.

WITNESS my hand and notarial seal.

My Commission expires:

10-4-2004


NANCY J. CASTEEL, Notary Public
Resident of Clark County

This instrument prepared by:

C. Gregory Fifer
APPLEGATE & MULL
P.O. Box 1418
Jeffersonville, IN 47131-1418
(812) 284-9499

**PART OF ILLINOIS GRANT #89
SILVER CREEK TOWNSHIP
CLARK COUNTY, IN.**

Beginning at the Northwest corner of Lot #40 in the Lakeside Estates Subdivision; thence South 53° 55' 23" West 275.29 feet; thence South 36° 02' 08" East 51.03 feet; thence South 53° 57' 29" West 471.71 feet; thence South 30° 48' 36" East 668.25 feet; thence North 53° 44' 41" East 532.83 feet; thence North 36° 03' 28" West 57.51 feet; thence North 54° 02' 38" East 264.45 feet; thence North 36° 04' 37" West 143.56 feet; thence South 53° 55' 23" West 2.66 feet; thence North 36° 04' 37" West 188.00 feet; thence North 53° 55' 23" East 13.74 feet; thence North 36° 04' 37" West 226.00 feet to the point of beginning, containing 4.060 Acres, more or less in Lots #23 thru #28 and Lots #33 thru #39 in said Lakeside Estates Subdivision, and containing in all 11.721 Acres, more or less.

EXHIBIT "2"

**LEGAL DESCRIPTION
OF THE VACATION PROPERTY**

All of Lots 101, 102, 103, and 104 of Lakeside Estates, First Addition, together with the unimproved cul-de-sac terminus of Lakeside Drive contained therein, as the same appears of record in Plat Book 11, Page 56, in the office of the Recorder of Clark County, Indiana.

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

September 17, 2001

Chairman Doug Reiter called the meeting to order at 6:30 P.M. Present were members: Douglas J. Reiter, Chairman, Thomas L. Schuster, Vice-Chairman, W. A. "Woody" Bailey, Nancy J. Casteel, Louis R. Imhof, Jr., and William K. Voyles. Also present were Sellersburg Building Commissioner Nathan Grimes and Secretary David L. Kinder.

Danny F. Yost was not present.

Motion by Louis R. Imhof, Jr. to approve the minutes of the August 20, 2001 meeting, seconded by W. A. "Woody" Bailey. 7-aye, 0-nay motion approved.

There being no further business Louis R. Imhof, Jr. makes a motion to adjourn the meeting, seconded by Thomas L. Schuster, 7-aye, 0-nay, and meeting adjourned at 6:35 P.M.

DOUGLAS J. REITER
Chairperson



THOMAS L. SCHUSTER
Vice-Chairperson

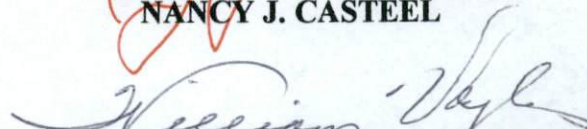
W. A. "WOODY" BAILEY



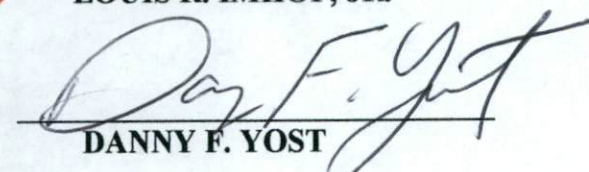
NANCY J. CASTEEL



LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

October 15,, 2001

Vice-Chairman Thomas L. Schuster called the meeting to order at 6:30 P.M. Present were members: Thomas L. Schuster, Vice-Chairman, Nancy J. Casteel, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present were Sellersburg Building Commissioner Nathan Grimes and Secretary David L. Kinder.

Motion by Louis R. Imhof, Jr. to approve the minutes of the September 17, 2001 meeting, seconded by William K. Voyles. 5-aye, 0-nay motion approved.

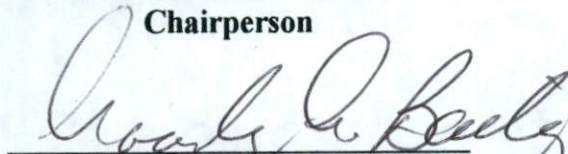
There being no further business Louis R. Imhof, Jr. makes a motion to adjourn the meeting, seconded by William K. Voyles , 5-aye, 0-nay, and meeting adjourned at 6:35 P.M.



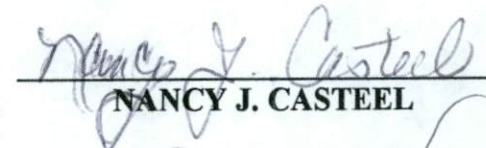
DOUGLAS J. REITER
Chairperson



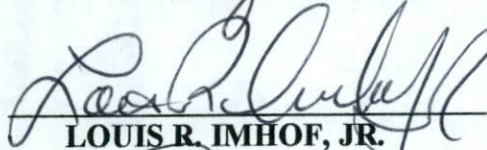
THOMAS L. SCHUSTER
Vice-Chairperson



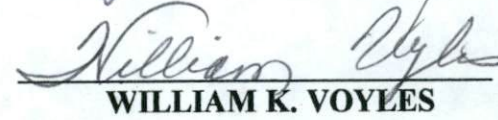
W. A. "WOODY" BAILEY



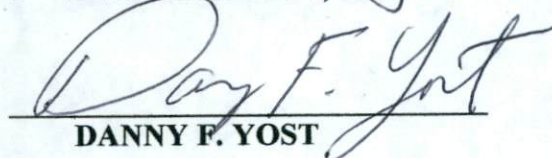
NANCY J. CASTEEL



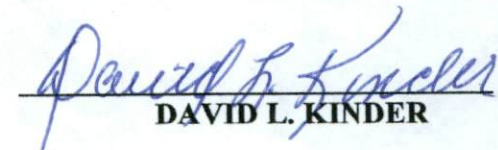
LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST



DAVID L. KINDER

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

November 19, 2001

Chairman Douglas J. Reiter called the meeting to order at 6:33 P.M. Present were members: Douglas J. Reiter, Chairman, Thomas L. Schuster, Vice-Chairman, W. A. "Woody" Bailey, Nancy J. Casteel, Louis R. Imhof, Jr., William K. Voyles and Danny F. Yost. Also present were Sellersburg Building Commissioner Nathan Grimes and Secretary David L. Kinder.

Nathan Grimes advises that Calvary Christian Church is building an addition to their fellowship hall, South of their building, and part of it is in the flood plane, they have their DNR permit and have sent out all the public notices and gotten that approval which you have copies of in your packet.

The Town has an ordinance that if you have dumping of fill material in the Town limits you must come before the Plan Commission and get approval.

Motion by Louis R. Imhof, Jr. to approve the dumping of fill material, seconded by W. A. "Woody" Bailey. 7-aye, 0-nay, motion approved.

Louis R. Imhof, Jr. makes a motion to approve the minutes of the October 15, 2001 meeting, seconded by Thomas L. Schuster. 7-aye, 0-nay, motion approved.

Nathan Grimes presents a form for persons that are required to give notice of Public Hearings. This will be a standard form for all persons that must have it.

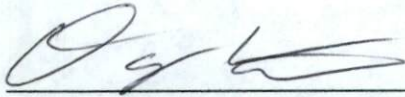
Nathan Grimes asks if anyone knows of any requirement that if there is a development somewhere, West of I-65, Hamburg area within the Town of Sellersburg that requires a detention basin? East of I-65 it doesn't (require a detention basin). I have looked through all the ordinances that I have and I don't know if there is a zoning or sub-division and building things and I couldn't find anything that says that but I have heard that. I am asking where that came from and if you all have heard that.

Chairman Reiter asks about a "green book" that is suppose to show that Sellersburg has a two mile fringe area for development. He states he went to the Courthouse to research this but could not find such an ordinance. Roy Everett advised him that there was such an ordinance and it is in the "green book".

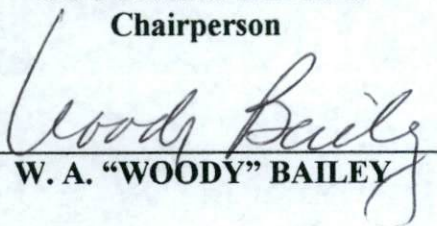
The "green book" is the old ordinance book that has been rewritten into a new book. There is a copy of the old ordinance book in the Clerk-Treasurer's office. You can review this anytime you want.

Sellersburg Plan Commission Meeting
November 19, 2001
Page 2 of 2 pages

Danny F. Yost makes a motion to adjourn the meeting, seconded by William K. Voyles.
7-aye, 0-nay, motion approved. Meeting adjourned.



DOUGLAS J. REITER
Chairperson



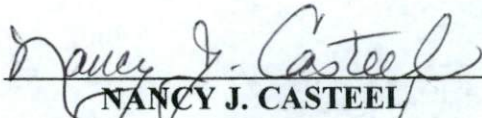
W. A. "WOODY" BAILEY

LOUIS R. IMHOF, JR.

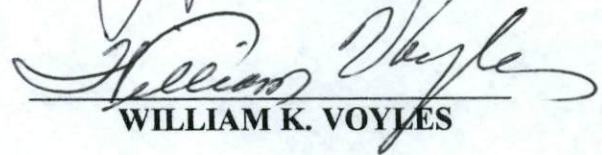
DANNY F. YOST



THOMAS L. SCHUSTER
Vice-Chairperson



NANCY J. CASTEEL



WILLIAM K. VOYLES



DAVID L. KINDER
SECRETARY

**SELLERSBURG PLAN COMMISSION
(AKA SELLERSBURG PLANNING & ZONING COMMISSION)**

December 17, 2001

Chairman Douglas J. Reiter called the meeting to order at 6:30 P.M. Present were members: Douglas J. Reiter, Chairman, Thomas L. Schuster, Vice-Chairman, W. A. "Woody" Bailey, Nancy J. Casteel, and William K. Voyles. Also present were Sellersburg Building Commissioner Nathan Grimes and Secretary David L. Kinder.

Louis R. Imhof, Jr. and Danny F. Yost, members were absent.

Thomas L. Schuster makes a motion to approve the minutes of the November 19, 2001 meeting, seconded by William K. Voyles. 5-aye, 0-nay, motion approved.

Nathan Grimes advises that the ordinance pertaining to retention ponds, discussed at the November 19th meeting has been located.

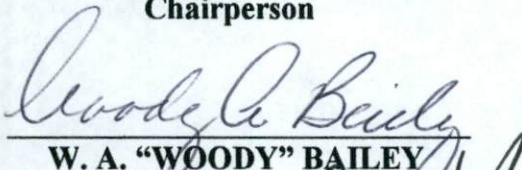
Nancy J. Casteel makes a motion to adjourn the meeting, seconded by William K. Voyles. 7-aye, 0-nay, motion approved. Meeting adjourned at 6:35 P.M.



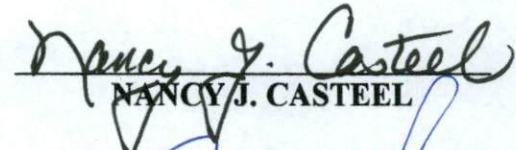
DOUGLAS J. REITER
Chairperson



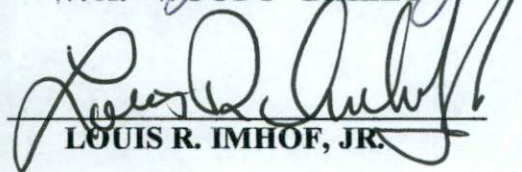
THOMAS L. SCHUSTER
Vice-Chairperson



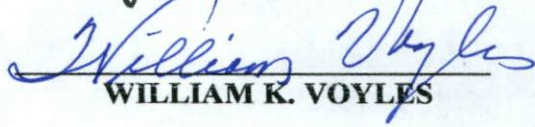
W. A. "WOODY" BAILEY



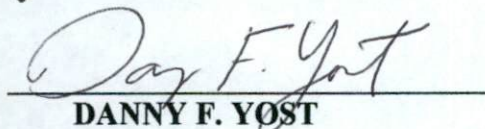
NANCY J. CASTEEL



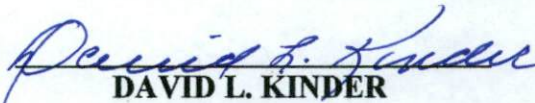
LOUIS R. IMHOF, JR.



WILLIAM K. VOYLES



DANNY F. YOST



DAVID L. KINDER
SECRETARY