



## JOHNSON COUNTY

Department of Planning & Zoning  
86 West Court Street  
Franklin, Indiana 46131

Phone: (317) 346-4350

[www.co.johnson.in.us](http://www.co.johnson.in.us)

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## MEETING AGENDA

Johnson County Advisory Plan Commission  
May 19<sup>th</sup>, 2025 - 6:00 PM  
Public Auditorium, West Annex Building  
86 West Court Street, Franklin, Indiana

### CALL TO ORDER

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### ROLL CALL

### APPROVAL of MINUTES

Approval of minutes from the January 25, 2025 meeting.

### PUBLIC HEARINGS

-CONTINUED HEARINGS-

-NEW HEARINGS -

PUD-1-2024(2025). MDW&B Realty & Development LLC . Approximately 1265 Lincoln Park Blvd.

Amendment of the Lincoln Park Planned Unit Development Ordinance and Master Site Plan, to remove Phase III from the development documents

### OLD BUSINESS

None

### NEW BUSINESS

None

### REPORTS and RECOMMENDATIONS

## ADJOURNMENT

The next meeting of the Johnson County Advisory Plan Commission is scheduled for June 23, 2025 at 6:00 PM in the public auditorium of the Courthouse West Annex Building.

***In accordance with American Disabilities Act, any person attending the public meeting in need of reasonable accommodations in order to attend, hear, or present evidence at the public meeting on an agenda item should contact the Johnson County ADA coordinator, Barb Davis, at 86 W. Court St., Franklin, IN 46131, (317) 346-4329, [bdavis@co.johnson.in.us](mailto:bdavis@co.johnson.in.us).***

# Staff Report

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CASE NUMBER: PUD-1-2025  
ADDRESS: approximately 1265 Lincoln Park Boulevard  
part of Block A of Lincoln Park, Phase III of Lincoln Park Planned  
Unit Development  
PETITIONER: MDW&B Realty & Development LLC by Van Valer Law

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## REQUEST

Amendment of the Lincoln Park Planned Unit Development Ordinance and Master Site Plan, to remove Phase III from the development documents

## RECOMMENDATION:

Staff has **no objection** to the requested amendments to the Lincoln Park PUD Ordinance.

## PROPERTY DESCRIPTION

This 2-acre site is unimproved and is zoned PUD (Planned Unit Development). The site represents “Phase III” of the Lincoln Park Planned Unit Development, which was initiated in 1999 by rezoning petition PUD-1-98. Surrounding development includes low-density single-family residential neighborhoods to the north, within the City of Indianapolis, across County Line Road; a commercial office building to the west, within this same PUD

## TEXT AMENDMENT REQUEST

The Lincoln Park Planned Unit Development (PUD), as originally approved in 1999, contemplated development of single-family residences for persons 55 and older on 19 acres (Phase I), an assisted living facility on 2.5 acres (Phase II), and future commercial development on 2.5 acres (Phase III). Currently only Phase I has been developed.

In 2009, a request to amend the Lincoln Park PUD was approved. That amendment allowed for the development of Phase II for “Medical Spa/Salon and/or Physician's Office” use, in addition to the originally allowed commercial uses. In 2015, a second amendment to the PUD was approved, this time allowing for the development of Phase II as a Beauty/Cosmetology School.

In 2019, two additional amendments to the PUD were approved, allowing Phase II to be split into two lots and also allowing for a wider variety of professional office uses on the two Phase II lots. Phase III was amended the architectural and signage standards for a development that did not occur.

This request, if approved, would remove the Phase III use standard and the development standard from the Lincoln Park PUD. This request is so the property owner can seek annexation into the City of Greenwood. The City of Greenwood would not be able to adopt a Planned Unit Ordinance that was passed within the county's jurisdiction. The property owner wishes to develop a multi-family development on this parcel of land, along with additional land that is already within the City of Greenwood. This request will only be executed if the property is successfully annexed into the City of Greenwood. If annexation is not passed within Greenwood,

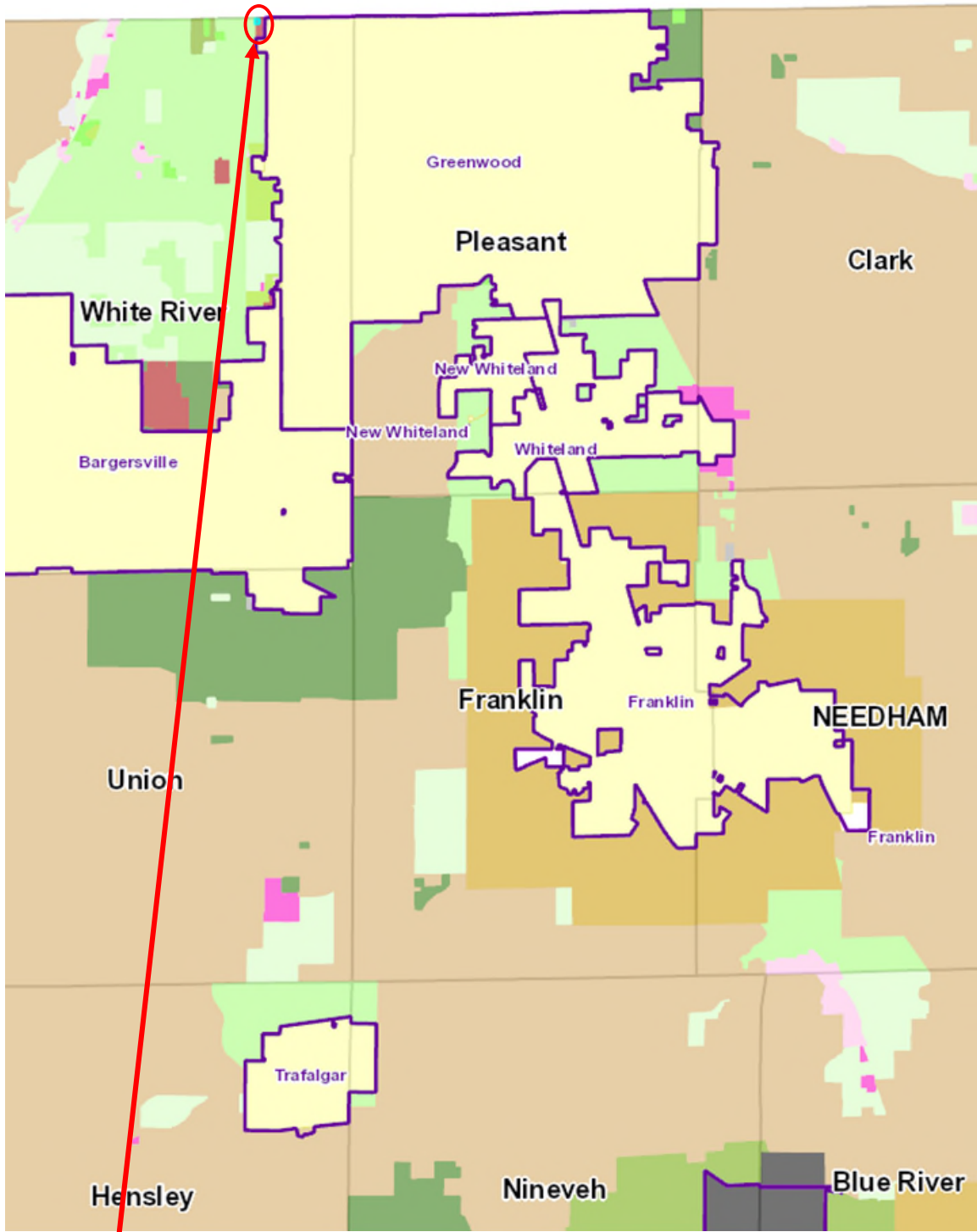
the PUD ordinance will remain as it currently exists. Those amendments are shown in the redline draft attached to this staff report.

The City of Indianapolis had acquired a portion of the original tract of land, Block A. They acquired this land for the road improvement of County Line Road.

General Information

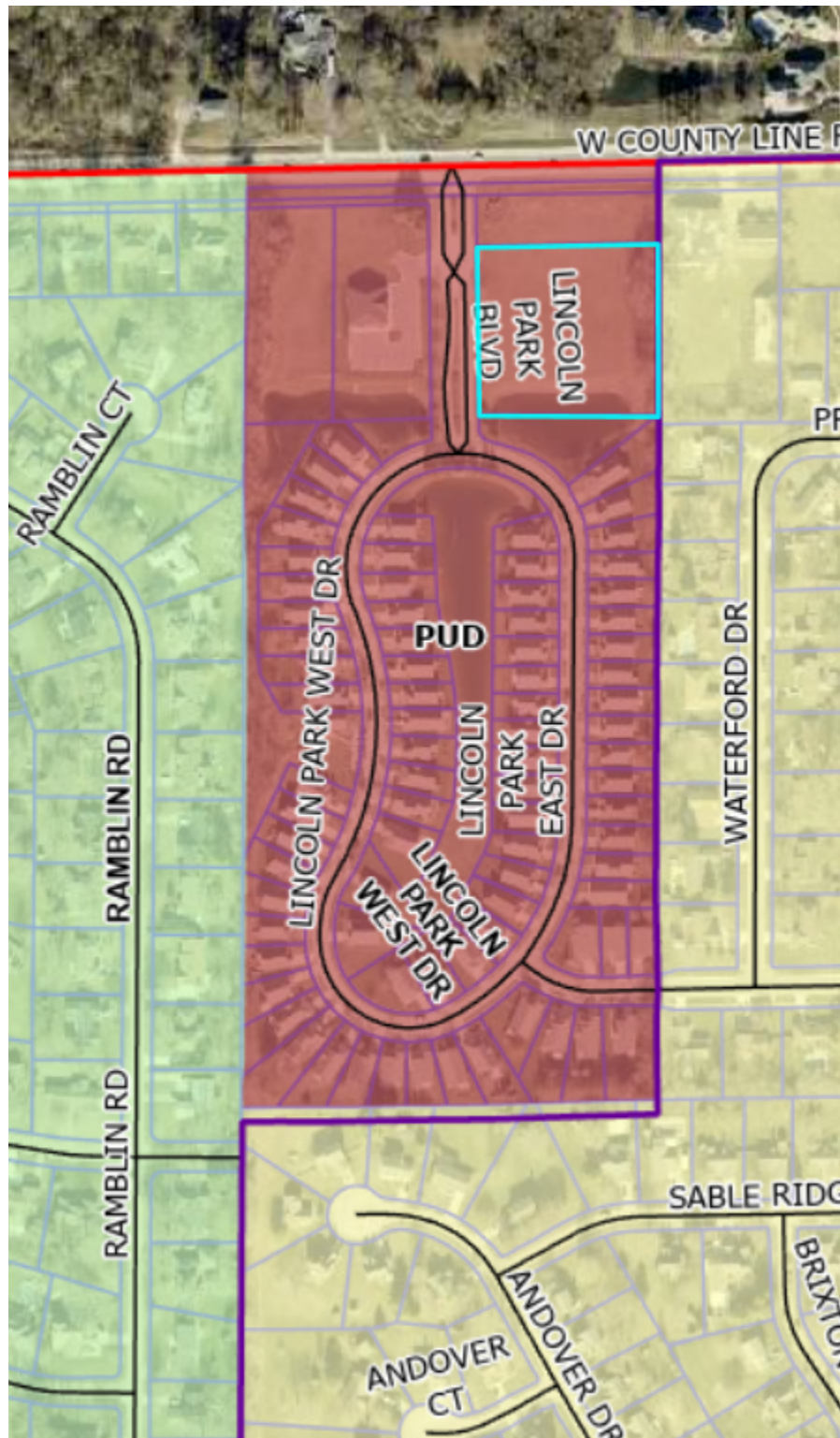
Applicant:	VAN VALER LAW FIRM, LLP 225 S. Emerson Ave., Suite 181 Greenwood, Indiana 46143
Owner:	MDW&B REALTY & DEVELOPMENT LLC 6900 S Gray Rd Indianapolis, IN 46237
Area:	2.006 acres
Current Zoning:	PUD
Existing Land Use:	Vacant
Comprehensive Plan:	Neighborhood Commercial

## PUD-1-25 BASE MAP



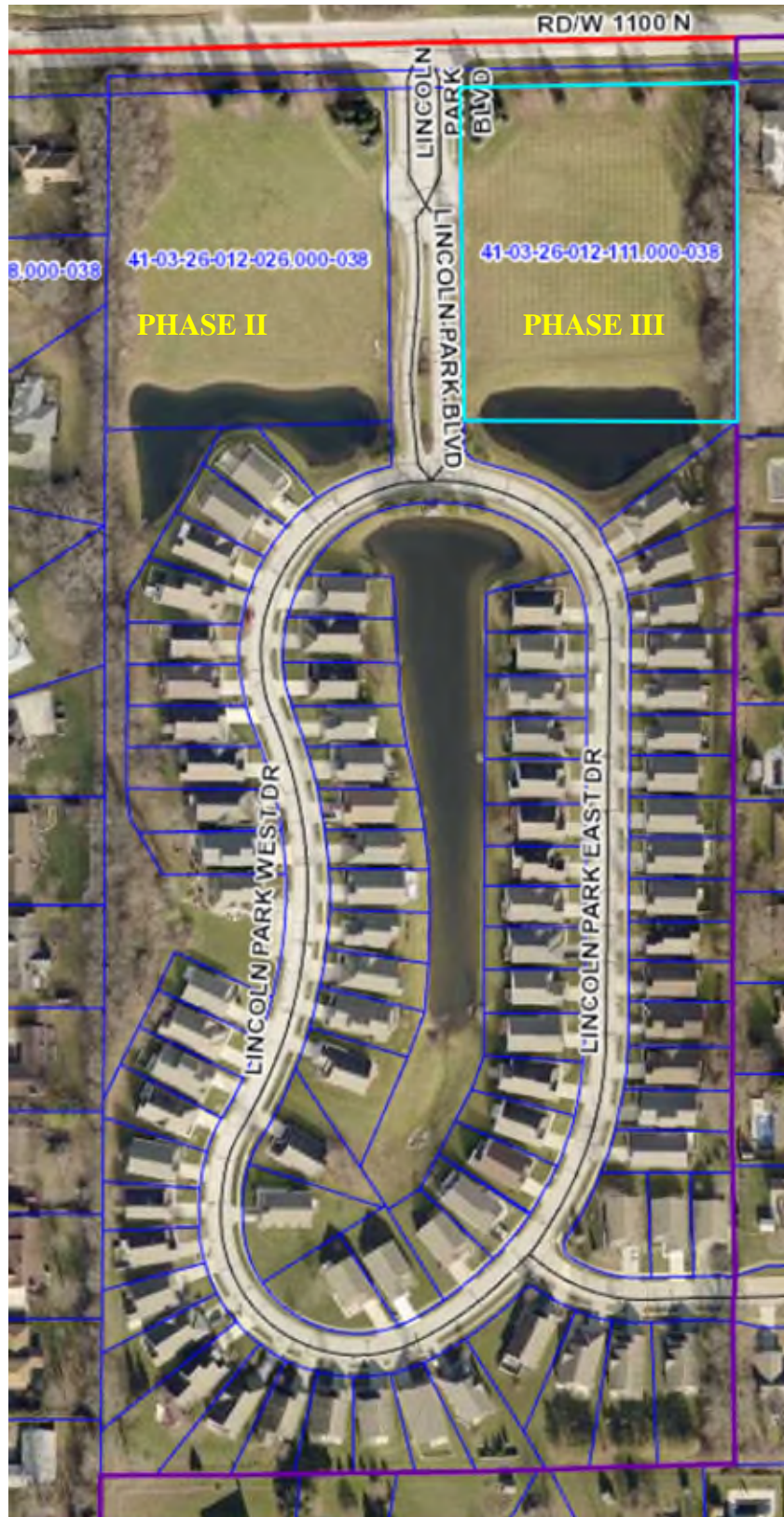
**subject site**

## PUD-1-25 BASE MAP II



## **PUD-1-2025 Existing Lincoln Park**







**JOHNSON COUNTY, INDIANA**  
**ORDINANCE NO. 2025\_\_\_\_\_**

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 99-11, THE LINCOLN PARK  
PLANNED UNIT DEVELOPMENT (PUD)

**WHEREAS**, a petition was submitted by RJB Resources LLC on July 26<sup>th</sup>, 2019, under PUD-2-2019, to amend Ordinance Number 99-11 (Lincoln Park PUD) which was approved on October 14, 2019, pursuant to Ordinance Number 2019-Z-02.

**WHEREAS**, a petition was submitted by MDW&B Realty & Development, LLC, under PUD-1-2024, to further amend Ordinance Number 99-11(Lincoln Park PUD) and Ordinance Number 2019-Z-02, to remove a portion of Phase 3 from the PUD upon successful Annexation into the City of Greenwood, Indiana. The Annexation Petition was filed on April 9, 2025, under Docket No. PC2025-030. The legal description for that certain portion of Phase III to be removed from the Lincoln Park PUD is attached hereto as Exhibit "A".

**WHEREAS**, the Consolidated City of Indianapolis, Marion County, through its Department of Public Works, acquired the northern portion of Phase 3 as dedicated right-of-way pursuant to that certain Warranty Deed recorded on July 6, 2023 as Instrument No. 2023-010263.

**WHEREAS**, the foregoing Ordinance shall also serve to amend The Master Plan for Lincoln Park, the plat of which was recorded on August 30, 1999, as Instrument No. 1999-025515, in the Office of the Recorder of Johnson County, Indiana whereby eliminating Phase 3.

**WHEREAS**, this Ordinance serves as the master ordinance and site plan, incorporating all amendments made to date; and

**WHEREAS**, the Johnson County Plan Commission, having heard all relevant comments and having given careful study and consideration to said Petition, does hereby forward to the Board of County Commissioners of Johnson County, Indiana a favorable recommendation of the proposed amended ordinance;

NOW THEREFORE, **BE IT ORDAINED** by the Board of Commissioners of the County of Johnson, State of Indiana, that Ordinance 99-11 as amended by Ordinance 2019-Z-02 is hereby further amended to remove from the Lincoln Park PUD, that certain parcel as legally described on the attached Exhibit "A".

So approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

BOARD OF COMMISSIONERS OF JOHNSON COUNTY, INDIANA

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Brian P. Baird, Chair

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Ronald H. West, Member

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Kevin M. Walls, Member

Attest:

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Elizabeth Alvey, Johnson County Auditor

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## **OVERVIEW**

The Lincoln Park PUD is located at the common address of 3525 W. County Line Road, in Johnson County, Indiana. Of the approximately 2421.40 acres which comprise Lincoln Park, approximately 19 will be developed as an age-restricted single-family residential community for residents age 55 and over. Approximately 2.5 acres in the northwest ~~corner~~corner of the subject property will be developed as an assisted living facility ~~and the remaining approximately 2.5 acres in the northeast corner of the property will be developed commercially with various use restrictions.~~ Attached hereto as Exhibit "A" is a copy of the Master Plan for Lincoln Park.

## **COMMON AREAS**

The common areas/recreational areas incorporated into the Lincoln Park PUD exceed the requirements of the Johnson County Zoning Ordinance. The Ordinance requires recreational area of at least 10% of the total acreage in the PUD. Over 2.8 acres of the total of 2421.40 acres are committed to recreational areas.

## **GROSS RESIDENTIAL DENSITIES**

Single-family residential..... 4.29 units per acre  
Assisted living residential.....53 units per acre

## **TRAFFIC**

Access to the subject property will be provided by way of a curb cut and boulevard entrance along County Line Road as it fronts the northern boundary of the property. The internal roads serving Lincoln Park will also be connected to the existing Meridian Meadow Road at the southeast corner of the subject property providing access at two (2) distinct and independent points. The main boulevard entrance into Lincoln Park will be developed subject to requirements of the Department of Capital Asset Management for the City of Indianapolis, including any improvements to County Line Road that may be required. The streets within Lincoln Park will be developed as public streets to Johnson County standards. The right-of-way along County Line Road is currently fifty feet (50'). Johnson County's Comprehensive Plan contemplates that an additional fifteen feet (15') of right of way may be necessary. The developer has agreed to dedicate an additional fifteen feet (15') of right of- way along the frontage of County Line Road, the entire width of Lincoln Park, without consideration, if requested by Johnson County at some point in the future. The developer has prepared an alternative plan for relocating improvements, specifically the driveway and parking areas serving the assisted living facility in the event the additional right-of-way is requested.

## **UTILITIES**

All necessary utilities are available, on site or can be extended to Lincoln Park. The developer has secured commitments and/or approvals from all of the requisite utility providers for facilities to be extended and service to be provided specifically:

Sanitary Sewer - Sanitary sewer service will be provided by the City of Greenwood/Greenwood Sewage Works pursuant to a sewer service agreement between the developer and the City of Greenwood. Development of the property is conditioned upon that sewer service agreement being executed and recorded.

Water - Public water shall be provided to Lincoln Park by Indiana American Water.

Storm drainage will be provided through a number of detention ponds connected by pipes, swales, and other facilities to effect positive drainage in a manner consistent with the requirements of the Johnson County Drainage Board.

Gas - Gas service will be provided by Indiana Gas.

Electric - Electric service will be provided by Cinergy PSI and/or IP ALCO.

#### **AVAILABILITY OF COMMUNITY FACILITIES**

Lincoln Park is located within one-quarter mile of the intersection of State Road 135 and County Line Road. That intersection is developed with a number of commercial/retail uses including a grocery store. Lincoln Park is conveniently located within 2 miles of Community South Hospital and the Greenwood Park Mall.

#### **ORDER OF DEVELOPMENT**

It is anticipated that development of the age-restricted single-family community and the assisted living facility will begin immediately. All 81 lots of the age-restricted, single-family use will be developed in one phase. The assisted living facility will consist of a single building to be developed at one time. ~~The commercial component in the northeast corner of the property may not be developed immediately but its future development will be subject to use and development restrictions as set forth herein.~~ A copy of this Ordinance will be recorded with the Johnson County Recorder.

#### **DEVELOPMENT AND USE COMMITMENTS**

The development and use commitments for each Phase of Lincoln Park are set forth as follows:

**Phase I - Age-restricted Single Family:**

#### **DEFINITIONS**

**1. Applicable Date.** "Applicable Date" shall mean the date which is the earlier of (a) the date on which the written resignation of Declarant as a Class B member is delivered to the Secretary of the Association or (b) the date Declarant no longer owns any Lot.

**2. Association.** "Association" means Lincoln Park Homeowner's Association, or an organization of similar name, formed, or to be formed, as an Indiana non-profit corporation, its successors and assigns.

**3. Common Areas.** "Common Areas" means all areas shown on any plat of the Real Estate (including improvements thereto) which are not Lots and which are not dedicated to the public. Common Areas shall also include all storm drainage facilities and improvements, not dedicated to the public or located in the public right-of-way, including but not limited to all detention areas, inlet structures, open ditches, pipes, swales and paved swales, landscaped islands and areas, entrances, walkways or paths.

**4. Declarant.** "Declarant" means Bay Development Corporation and any successor or assign designated by the Declarant in one or more written recorded instruments, to have the rights of Declarant hereunder, including (but not limited to) any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under a mortgage executed by Declarant.

**5. Design Review Committee.** "Design Review Committee" means a committee, composed of up to three members, which shall review and approve all plot plans, construction plans and specifications, and landscaping prior to the commencement of any site development, construction, landscaping, or other improvement, of any kind, within Lincoln Park. The Design Review Committee shall be appointed by the Declarant prior to the Applicable Date and by the Board of Directors of the Association after the Applicable Date.

**6. Lot.** "Lot" means and refers to each individual platted lot as shown on the preliminary plat of the Real Estate.

**7. Owner.** "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of a mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

**8. Single-Family.** "Single-Family" means one person or a group of persons, of whom no more than two (2) shall be unrelated by blood, marriage, or adoption, all of whom share a single common household. Boarders and permanent guests shall be strictly prohibited.

## **COMMITMENTS.**

**1. Lot Use.** Except as specifically permitted herein, all Lots shall be used exclusively for residential purposes and for occupancy by a Single Family. No non-residential building shall be erected on any Lot. An Owner may maintain an office in such Owner's residence provided that business meetings and transactions with members of the public shall be

prohibited. No signs in connection with an Owner's business shall be erected on the Lot and no employees of the Owner's business shall work out of the Owner's residence or anywhere on the Lot. No residence or any part of a Lot may be leased or rented except for a total of six (6) months during any five (5) year period except where: (i) the Owner leases the Lot and the residence located thereon to a parent or child or (ii) the Owner, as a requirement of Owner's employment or business, establishes a temporary residence which is more than ninety (90) miles from the Owner's Lot, in either case the Owner may lease his Lot and the improvements thereon to a tenant for up to a total of twelve (12) months during any five (5) year period.

**2. Housing for Older Persons.** The Lots and the homes constructed thereon shall be intended and operated for occupancy by persons 55 years of age or older. The Federal Fair Housing Act found currently at 42 U.S.C. §3607(b) and the Indiana Fair Housing Act found currently at Title 22 Chapter 9.5 of the Indiana Code, as either or both may be amended from time to time, are adopted and incorporated herein by reference. The Declarant prior to the Applicable Date and the Association, after the Applicable Date, shall monitor and control the sale, use and occupancy of Lots in Lincoln Park and operate and manage the Common Areas in strict compliance with all applicable provisions of the Federal and State Fair Housing Acts as they relate to housing for persons 55 years of age or older. The Declarant and/or the Association will adopt policies and procedures to ensure compliance with all relevant provisions of the Federal and State Fair Housing Acts.

**3. Minimum Living Space.** Except as provided for herein, the minimum square footage of living space of dwellings within Lincoln Park, shall be 1,375 square feet exclusive of porches, garages, or basements. The minimum square footage of living space of dwellings on up to 20 lots within Lincoln Park may be reduced to 1,132 square feet exclusive of porches, garages, or basements.

**4. Two Story Homes.** The minimum square footage of living space for two-story dwellings within Lincoln Park shall be 1,400 square feet, exclusive of porches, garages or basements.

**5. Minimum Lot Size.** The minimum lot size for each lot within Lincoln Park shall be 4,840 square feet.

**6. Minimum Front Building Setback.** The minimum front building setback (from the right-of-way) for each lot within Lincoln Park shall be twenty (20) feet.

**7. Minimum Rear Building Setback.** The minimum rear building setback for each lot within Lincoln Park shall be twenty (20) feet.

**8. Minimum Side Setback.** The minimum side yard setback shall be five feet (5'). Subject to review and approval by the Design Review Committee, residences may be located at various distances from the side boundary of a Lot with no side yard setback (zero lot line), provided that no side wall of any residence is located closer than ten feet (10') to the side wall of any other residence.



**9. Street Right-of-Way and Width.** The minimum public street right-of-way within Lincoln Park shall be fifty feet (50').

**10. Cul-De-Sac Right-of-Way Radius.** The minimum public cul-de-sac right-of-way shall be fifty-five feet (55').

**11. Required Plantings and Sod.** At the time of initial landscaping of each Lot, the entire yard area shall be sodded and a minimum of one, 2-inch caliper tree shall be planted in the grass strip between the curb and sidewalk in a manner consistent with all relevant rules and regulations imposed by the Design Review Committee or the Board of Directors of the Association.

**12. Gardens and Landscaped Areas.** Vegetable gardens, flower beds and other landscaped areas may be installed on a Lot by or at the direction of the Owner only with the approval of the Design Review Committee.

**13. Sidewalks.** Prior to occupancy of a residence, a four foot (4') wide concrete sidewalk shall be constructed by the Owner along the entire street frontages of the Owner's Lot. The sidewalk shall be constructed pursuant to specifications approved by the Declarant and/or the Design Review Committee.

**14. Building Height.** The maximum building height of any residence erected on a Lot shall not exceed thirty-five feet (35'), exclusive of basements and crawl spaces. The maximum building height of any accessory structures, which may be erected only after approval by the Design Review Committee, shall not exceed twenty feet (20'). The height of any residence or accessory structure, for purposes of this Declaration, shall be the vertical distance from the Lot ground level to the mean height between eaves and ridges, for a gable, hip or gambrel roof. The Lot ground level shall be selected by either of the following, whichever yields a greater building height:

a. the elevation of the highest adjoining sidewalk or ground surface within a ten foot (10') horizontal distance from and parallel to the exterior wall of the building or structure when said sidewalk or ground surface is not more than ten feet ( 10') above lowest grade; or

b. an elevation of ten feet ( 10') higher than the lowest grade when said sidewalk or ground surface is more than ten feet ( 10') above the lowest grade.

**15. Mailboxes.** Mailboxes and the posts on which they are mounted shall be of uniform size, height, design, and color as specified by the Design Review Committee. Owners shall be prohibited from altering the appearance of their mailboxes or the posts on which they are mounted, except to make repairs to and maintain or replace the mailboxes or the posts on which they are mounted in a manner which is consistent with the uniform appearance as specified by the Design Review Committee. Owners shall install and thereafter keep their mailboxes in a good state of repair at all times.

**16. Driveways.** All driveways shall be paved with a hard surface material as specified and approved by the Declarant and/or the Design Review Committee from the point of connection with the abutting street to the point of connection with the garage apron and shall be totally completed prior to occupancy of the residence.

**17. Windows.** All residences shall have windows on each facade of the residence unless the Design Review Committee grants a special exception based on architectural features or landscaping.

**18. Recreational Facilities.** All recreational facilities and related items, including, but not limited to, swimming pools, hot tubs, swing sets, basketball goals, and sandboxes, whether permanent or temporary, shall be prohibited unless any such facilities or items are specifically permitted by the By-Laws, Rules and Regulations of the Association or approved by the Declarant and/or the Design Review Committee.

**19. Garages and Accessory Structures.** All residences shall have an attached garage which will accommodate at least two (2) automobiles. No structure shall be erected, placed or permitted to remain upon any Lot, except a Single-Family residence or such accessory structures or improvements as may be approved by the Design Review Committee. No detached storage structure (i.e., minibarns and similar structures) shall be erected or placed on any Lot.

**20. Exterior Materials** The colors and types of exterior building materials may be specified or limited by the Design Review Committee. Loud or garish colors of brick, trim, siding or other exterior materials or roofing materials are prohibited. Siding and exterior trim shall be vinyl or wood products as may be approved by the Design Review Committee. Aluminum siding, soffits and trim shall be prohibited. All exposed foundations shall be stone or brick, or stone or brick veneer.

**21. Diligence in Construction.** Construction of residences shall be completed within twelve (12) months after commencement of construction. Restoration and repair of any residence which is partially or totally destroyed by fire or other casualty shall be commenced within forty-five (45) days from the time of such destruction or damage and shall be completed within six (6) months.

**22. Maintenance of Lots and Improvements.** The Association shall at all times cut the yards of all Lots and maintain the landscaped areas, trees and shrubs (as installed with the express approval of the Declarant and/or the Design Review Committee). The Declarant and/or the Board of Directors of the Association shall adopt a cost structure for maintenance of yards, landscaped areas, trees and shrubs. The Declarant/Association may bill Owners separately, in addition to any Regular or Special Assessments imposed by this Declaration, for maintenance of yards, landscaped areas, trees, and shrubs based on the various sizes of yards and landscaped areas and the number of trees and shrubs which may be planted and maintained by the Association on the various Lots throughout Lincoln Park. Each Owner shall be obligated to pay to the Association all separate amounts billed for maintenance by the Association of yards, landscaped areas, trees, and shrubs. The

Association shall have the right to collect all such additional amounts from the Owners of the various Lots in Lincoln Park in the same manner that the Association may collect Regular and Special Assessments as provided herein. Specifically, the Association shall:

- a. Mow the grass on all portions of the public right-of-way adjacent to each Lot (i.e., that portion of the public right-of-way between the curb and the Lot line) and provide fertilizer and weed control at such times as may be reasonably required in order to prevent the growth of weeds or other unsightly vegetation.
- b. Prevent the existence of any other condition on each Lot that reasonably tends to detract from or diminish the aesthetic or well-maintained appearance of the Real Estate.

In addition, the Association shall maintain, repair or replace all grass, trees, shrubs, plantings, including any flowers, landscaped areas, boundary fences and similar improvements and features located within all public rights-of-way and Common Areas.

**23. Owner's Maintenance Obligations.** The Owner of each Lot shall keep the exterior of all dwellings, structures, porches, decks, and other accessory structures, to the extent permitted by these Covenants, in good repair and condition, at all times. All exterior painted surfaces shall be repainted every five (5) years in the same color or another color approved by the Design Review Committee.

In the event an Owner of any Lot fails to fulfill the maintenance obligations pursuant to this paragraph in a manner satisfactory to the Association, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to perform such obligations at the Owner's expense. Any costs incurred by the Association shall constitute a Special Assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage which may result from any work performed pursuant to this paragraph.

**24. Nuisances.** No noxious or offensive activities shall be permitted on any Lot; nor shall anything be done on any Lot which may be or become an unreasonable annoyance or nuisance to the Owner of any other Lot. Any violation of this paragraph shall constitute a nuisance which may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall constitute a Special Assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage which may result from any work performed hereunder.

**25. Occupancy of Partially Completed Residence Prohibited.** No residence constructed on any Lot shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether the residence shall have been

substantially completed shall be made by the Design Review Committee, and such decision shall be binding on all parties.

**26. General Prohibitions.** In addition to any restrictions or limitations contained elsewhere in this Declaration, the following limitations, restrictions and prohibitions shall apply to the use and occupancy of the Real Estate:

**a. Signs.** Signs advertising a Lot and related improvements for sale shall be permitted subject to the following:

i. Only one (1) sign advertising the Lot and related improvements for sale shall be located on the Lot at any given time.

ii. Any such sign shall be located only in the front yard of the Lot.

iii. Any such sign shall be no more than six square feet in size.

**b. Decorative Structures.** No decorative structures, statues, or ornaments shall be permitted in the front yard area of any Lot and may be permitted in the rear yard area of any Lot only with the approval of the Design Review Committee. This section shall not preclude Owners from decorating their Lots or residences during appropriate holiday seasons in a manner that is not offensive or disruptive to the other Owners as may be determined by the Board of Directors of the Association in its sole discretion.

**c. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial use and are confined, at all times, within the boundaries of their Owner's Lot, unless restrained by a leash and attended by their Owner. No outdoor kennels, doghouses, or other structures designed or used as a shelter for any such pets shall be permitted on any Lot. In every case, dogs, cats, and other household pets which are excepted under this section, shall be kept in a manner that does not constitute an annoyance to the Owners of other Lots, and does not adversely affect their use and enjoyment of their property.

**d. Passenger Vehicles.** No more than two (2) passenger vehicles shall be permitted to be parked in a driveway for more than a continuous twenty-four (24) hour period of time. No vehicles, of any kind, shall be parked on the streets, within the road rights-of-way or in front of the building setback line of any Lot, except on a casual and temporary basis when Lot owners are entertaining guests. In no event shall any vehicle be permitted to remain parked overnight on the street, within the road rights-of-way, or in front of the building setback line of any Lot.

**e. Trucks, Boats, Recreational Vehicles.** No heavy equipment, tractors, commercial vehicles, semi-trucks, trailers, antique or collector vehicles, mobile homes, recreational vehicles, boats, boat and utility trailers, or other similar vehicles and equipment shall be permitted to be kept on any Lot, Common Area, street, easement or right-of-way, unless kept entirely within a garage or permitted storage area.

**f. Inoperative Parked Vehicles.** At no time shall any unlicensed or inoperative vehicle be permitted anywhere on the Real Estate unless kept entirely within a garage or permitted storage area.

**g. Garage Doors.** The garage doors on each Lot shall remain closed, at all times, except when garages are being accessed or cleaned.

**h. Bicycles and other Toys.** All bicycles, tricycles and other similar use toys and vehicles shall be parked and kept, at all times, within a garage or other permitted storage area.

**i. Garbage, Trash, and Other Refuse.** No Owner shall burn garbage or other refuse on his Lot, nor shall any such Owner accumulate out-of-doors any such refuse on his Lot. Rubbish, garbage or other waste shall at all times be kept in sanitary containers which shall be stored within a garage or dwelling, except that all such containers may be placed outside the evening before scheduled trash pickup and remain outside until 9 o'clock p.m. on the day of scheduled trash pickup.

**j. Outside Storage.** Except for construction materials and equipment used by the builder during the construction of a residence on a Lot, all construction materials and equipment, lawn equipment and similar items shall be stored at all times, when not in use, in a garage or permitted storage area.

**k. Temporary Structures.** No trailers or temporary storage sheds shall be erected or situated on any Lot, except those used by a builder during the construction of a residence on a Lot or for marketing of the Real Estate.

**l. Satellite Dishes and Outside Speakers.** No satellite dishes or outside speakers shall be installed or permitted on any Lot, except satellite dishes one meter or less in diameter.

**m. Antennas and Solar Panels.** Except as approved by the Design Review Committee, no exposed antennas or solar panels or other apparatus shall be installed or permitted on any Lot.

**n. Awnings.** No metal, fiberglass or similar type material awnings or patio covers shall be permitted on any Lot, except as may be approved by the Design Review Committee.

**o. Fences, Walls, Barriers.** No fences, walls, barriers or like structures shall be permitted on any Lot with the exception of such fences, walls, screens or similar structures which are located in close proximity to the residence and are specifically approved by the Declarant and/or the Design Review Committee. A boundary fence may be installed and maintained by the Declarant or the Association along the perimeter boundary of the Real Estate.

**p. Lot Access.** All Lots shall be accessed from the interior street areas of the subdivision.

**q. Tree Preservation.** Established live trees around the perimeter of the Real Estate shall be preserved to the extent possible. All dead and diseased trees around the perimeter of the property shall be removed. Upon a Lot being developed and occupied, no trees, other than dead or diseased trees, shall be removed from any Lot without the prior written approval of the Design Review Committee.

**r. Field Tiles.** Any field tile or underground drain which is on any Lot must be allowed to perpetuate.

**s. Wells and Septic Tanks.** Water wells and septic tanks shall be prohibited on all Lots.

**t. Sump Pumps and Drains.** Sump pumps, gravity drains and other drains serving individual residences on Lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.

**u. Hunting, Fishing and Trapping.** Hunting, fishing and trapping are prohibited on any part of the Real Estate.

**v. Firearms and Fireworks.** The discharge of firearms and use of fireworks is prohibited on any part of the Real Estate.

**w. Open Fires.** Open fires, leaf burning, trash burning or the like shall be strictly prohibited. This provision shall not prohibit the use of outside grills, stoves, smokers, and other similar appliances designed for personal homeowner use.

**x. Storage Tanks.** No storage tanks including, but not limited to, those used for the storage of water, gasoline, oil, other liquid or other gas shall be permitted on the property outside a building except for portable LP tanks used for outside cooking.

**y. Improvement Exteriors.** All windows, porches, balconies, and the exteriors of buildings and other improvements shall at all times be maintained in a neat and orderly manner. No clotheslines or other outside drying or airing facility shall be permitted.

## **Phase II – Assisted Living Facility and Other Permitted Uses**

### **Commitments.**

#### **1. Permitted Uses:**

##### **a. Assisted Living Facility**

i. The facility will be a closed/restricted access facility providing limited care to private pay residents.

ii. The facility will be one story and will be limited to no more than 36 separate units.

##### **b. Medical Spa/Salon**

i. Shall principally mean a health and beauty services business offering hair care, skin care, nail care, health and fitness, massage, and beauty enhancement services, which may include



Botox, laser therapy and other technologies, in association with and under the guidance of a licensed physician.

c. Beauty/Cosmetology School

i. For purposes of teaching students cosmetology and provide services offering hair care, skin care, nail care, and message.

d. Personal and Professional Services

e. Offices, banks, financial institutions, and insurance agencies

2. The design and construction of the facility will be residential in character with 50% of the exterior being masonry. The building shall include one or more 'green' building methods.

3. The property will have no direct access to County Line Road and will have no more than two (2) curb cuts on the access road to the east.

4. The facility can be a "partial" two story building with a basement.

5. The building setback line along the south boundary of the property will be at least fifty feet (50'). The building setback line along the east boundary line of the property, from the street right-of-way will be at least forty feet (40').

6. A ten foot (10') landscape buffer between the residential developments to the south shall include mounds and trees totaling 10' in height spaced every 10' along south boundary of the property. Along west boundary of property a wooden fence will be placed 8' in height unless the Planning Department determines that existing trees serve screening purposes. All trees on site and within the right-of-way adjoining the site, existing at the time of adoption of this Ordinance, shall be preserved. Any tree removed shall be replaced by a new tree, except that if a tree is removed because it is invasive, non-native, or diseased, than a replacement tree in not required.

7. The site will be allowed to have 1 pole sign, having a maximum height of twelve (12) feet and a maximum sign face area of sixty (60) square feet. The sign shall be setback at least one (1) foot from the right-of-way. Building signs may be installed on the north and east facades of any structures on the property as permitted by all state and local ordinances. Signs shall not include electronically changing or animated messages.

8. Upon request by Johnson County, the property owner will donate, without consideration, additional right-of-way along the frontage of County Line Road for the entire width of the real estate, not to exceed a depth of fifteen feet (15'). The additional right-of-way, if requested by Johnson County, will be donated without consideration. All improvements located with that right-of-way will be removed, altered, and/or relocated by the owner at the owner's sole expense.

9. Off street parking, to the extent not addressed in this Ordinance or shown on the Master Plan, shall be provided in a manner which complies with the relevant provisions of the Johnson County Zoning Ordinance, with the exception that parking space sizes may be 9'

wide by 19' long, parking may be within 25 feet of a residential area, parking may be 5 feet from the right-of-way of County Line Road (assuming it is a 65' half right-of-way line).

10. A suburban collector sidewalk shall be installed along County Line Rd. per the design standards identified in the Regional Pedestrian Plan Chapter 2- Page 19. Alternatively, the developer may contribute a fee in lieu of the sidewalk to the County Sidewalk Fund.

11. Lot 82 in Lincoln Park may be divided into no more than two (2) Lots.

i. Lots 82A and 82B shall share a common access drive from Lincoln Park Boulevard. Lot 82A shall not have access to County Line Road.

### **PHASE III—Business/Commercial Use:**

#### **Commitments.**

~~1. Uses shall be limited to the following: retail businesses, offices and banks, personal and professional services, libraries and museums, public parks and playgrounds, accessory uses, essential services, private clubs, veterinary hospitals (excluding outdoor kennels). Uses shall not include any 24 hour uses, the sale of beer, wine, liquor or any other alcoholic beverages, free standing restaurants, gas stations, auto repair businesses, retail strip centers or convenience stores.~~

~~2. Any structure must have masonry on 50% of the exterior. No Structure shall exceed two stories exclusive of basements and crawl spaces.~~

~~3. No part of any structure shall be closer than 50 feet from the south property line or 40 feet from the street right of way of the access road along the west side of the property.~~

~~4. The property will have no direct access to County Line Road and will have no more than two (2) curb cuts on the access road to the west.~~

~~5. A ten foot (10') landscape buffer between the residential development to the south will be maintained and will include evergreens of at least eight feet (8') in height, spaced every ten feet (10') along the entire south boundary of the property. The area shall consist of Austrian Pine and/or Norway Spruce trees or approved equals. A landscape plan shall be submitted to the Johnson County Tech Committee for its review and approval.~~

~~6. Parking, to the extent not addressed in this Ordinance or shown on the Master Plan, shall be provided in a manner which complies with the relevant provisions of the Johnson County Zoning Ordinance.~~

~~7. The site will be allowed to have one (1) pole sign, having a maximum height of fifteen and a half (15.5) feet and a maximum sign face area of sixty 2 (62) square feet. The sign shall be setback at least one (1) foot from the right-of-way. Building signs may be installed on the north and west façade of any structures on the property as permitted by all relevant state and local ordinances.~~

~~8. Upon request by Johnson County, the property owner will donate, without consideration, additional right of way along the frontage of County Line Road for the entire width of the real estate,~~

~~not to exceed a depth of fifteen feet (15'). All improvements located within that right of way will be removed, altered, and/or relocated by the owner at the owner's sole expense.~~

## **SIGNAGE**

Signs in Lincoln Park shall be regulated by the Outdoor Advertising Sign Code of the Johnson County Zoning Ordinance except to the extent that sign restrictions and commitments are included in the Development and Use Commitments as set forth in this Ordinance. The sign standards by zone districts appearing in the Johnson County Zone Ordinance shall apply to each phase of Lincoln Park as follows:

Phase I: Age Restricted Single Family - residential low density applying to all zones designated as A-1, R-R, R-1, and R-2

Phase II: Assisted Living Facility - commercial districts applying to the zone designated by the Johnson County Zoning Ordinance as B-1

Phase III: Business - Commercial Use - commercial district applying to the zone designated by the Johnson County Zoning Ordinance as B-1

These commitments shall be conditions of all rezoning and platting approvals of Johnson County and/or the City of Greenwood. These commitments may be enforced by any current or future owner of any part of the Real Estate, by the State of Indiana, Johnson County, the City of Greenwood, the Carefree Homeowner's Association and the owners of lots in the Subdivisions of Meridian Meadows and Sable Ridge. These commitments shall be covenants that run with the land, enforceable against all subsequent owners, tenants and occupants thereof including their personal representatives, successors and assigns. This Ordinance shall be recorded with the Johnson County Recorder and shall be referenced on all deeds of conveyance of any interest in the Real Estate.

## **DEFAULT TO JOHNSON COUNTY ZONING ORDINANCE**

To the extent that this Ordinance does not include specific development standards for development in Phases I, II, or III, the relevant development standards of the Johnson County Zoning Ordinance, as amended from time to time, shall apply.

## **Exhibit "A"**

The foregoing parcel, being a portion of Phase 3 in the Master Plan for Lincoln Park, described as follows:

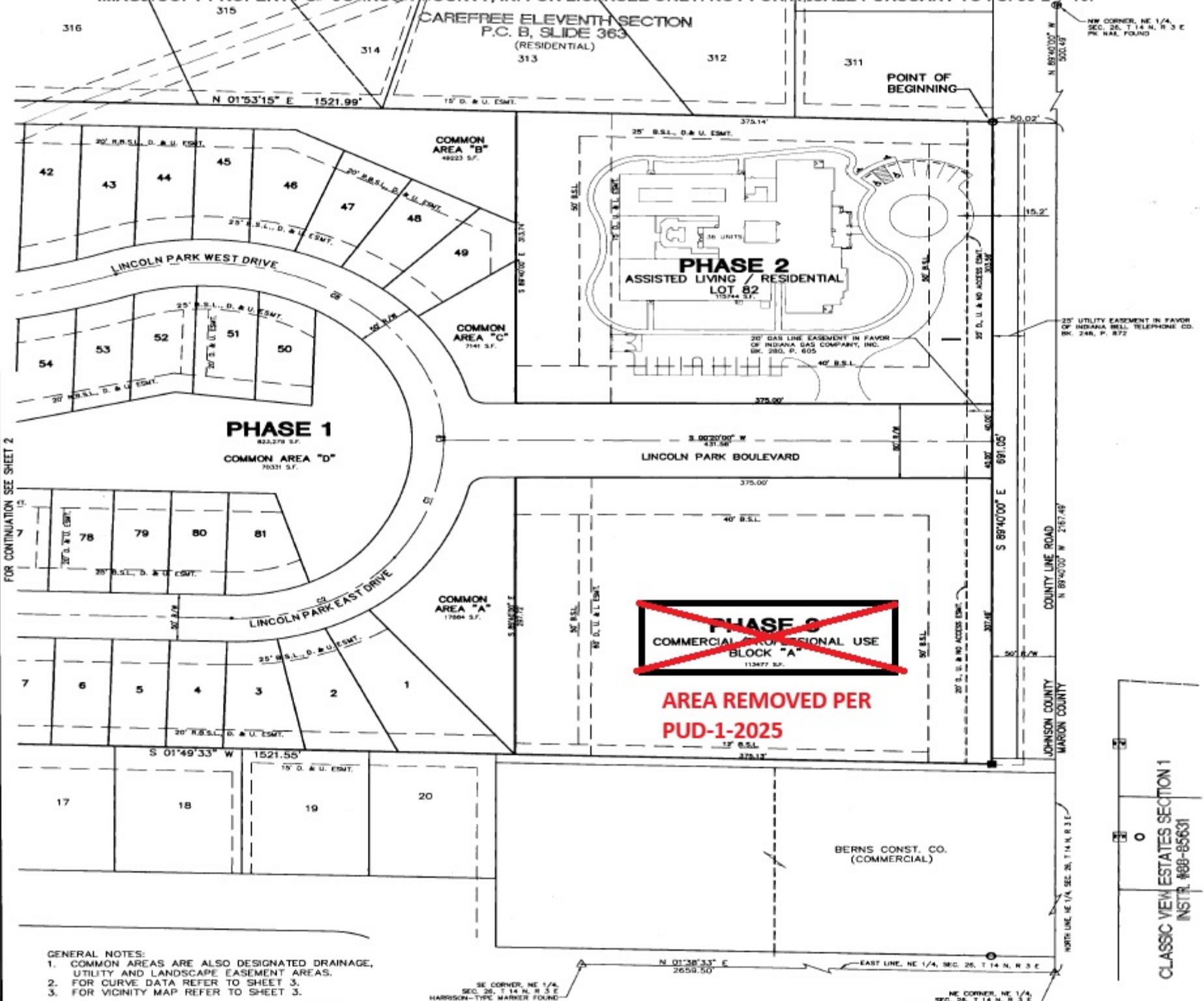
THIS DESCRIPTION IS WRITTEN BY KEVIN J. LEE, L.S. 22400006, WITH CROSSROAD ENGINEERS, PC. AND IS BASED ON THE FINAL PLAT FOR LINCOLN PARK, PERFORMED BY RYAN C. WISEHART (L.S. 29500002) WITH WOOLPERT LLP., DATED JULY 2, 1999, AS RECORDED IN PLAT CABINET 'D', PAGE 232. SAID DESCRIPTION IS A PART OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 3 EAST, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 500.49 FEET; THENCE SOUTH 01 DEGREE 53 MINUTES 15 SECONDS WEST A DISTANCE OF 50.02 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 691.05 FEET, TO THE NORTHEAST CORNER OF SAID FINAL PLAT OF LINCOLN PARK; THENCE SOUTH 01 DEGREES 49 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 84.58 FEET, TO THE SOUTH LINE OF A WARRANTY DEED AS RECORDED AS INSTRUMENT NUMBER 2023-010263, BEING THE SOUTH BOUNDARY OF COUNTY LINE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01 DEGREE 49 MINUTES 33 SECONDS WEST A DISTANCE OF 290.55 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 297.72 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 00 SECONDS EAST A DISTANCE OF 290.53 FEET, TO THE SOUTH BOUNDARY OF SAID INSTRUMENT NUMBER 2023-010263; THENCE SOUTH 89 DEGREE 39 MINUTES 07 SECONDS EAST, ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 305.29 FEET TO THE POINT OF BEGINNING. CONTAINING 2.011 ACRES MORE OR LESS.

# MASTER PLAN FOR LINCOLN PARK

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

IMAGE/COPY PROPERTY OF JOHNSON COUNTY, IN. FOR LICENSEE ONLY. NOT FOR RESALE PURSUANT TO I.C. 36-2-7-10.

D-229-A



FOR CONTINUATION SEE SHEET 2

- GENERAL NOTES:
1. COMMON AREAS ARE ALSO DESIGNATED DRAINAGE, UTILITY AND LANDSCAPE EASEMENT AREAS.
  2. FOR CURVE DATA REFER TO SHEET 3.
  3. FOR VICINITY MAP REFER TO SHEET 3.

## LEGEND

### OWNER/DEVELOPER:

BAY COMMUNITIES LLC  
10415 NORTH COLLEGE AVENUE  
INDIANAPOLIS, IN 46280  
TELEPHONE: (317) 844-8844  
FAX: (317) 844-7360

- |          |                               |   |                           |
|----------|-------------------------------|---|---------------------------|
| B.S.L.   | BUILDING SETBACK LINE         | ⊙ | FOUND PK NAIL             |
| R.B.S.L. | REAR BUILDING SETBACK LINE    | ⊙ | FOUND RIGHT-OF-WAY MARKER |
| D. & U.  | DRAINAGE AND UTILITY EASEMENT | ⊙ | SECTION CORNER            |
| L        | LANDSCAPE EASEMENT            |   |                           |
| R/W      | RIGHT-OF-WAY                  |   |                           |
| ○        | FOUND BRASS PLUG              |   |                           |
| ○        | FOUND IRON PIN                |   |                           |

- |   |                           |
|---|---------------------------|
| ⊙ | FOUND PK NAIL             |
| ⊙ | FOUND RIGHT-OF-WAY MARKER |
| ⊙ | SECTION CORNER            |



SCALE: 1"=60'

0 60 120

### PREPARED BY:



WOOLPERT LLP  
7140 Waldemar Drive  
Indianapolis, Indiana  
46268-4192  
317.299.7500  
FAX: 317.291.5805

CLASSIC VIEW ESTATES SECTION 1  
INSTR. #88-85631