



CITY OF WESTFIELD, IN

Board of Zoning Appeals Meeting Agenda

BOARD OR COMMISSION: Board of Zoning Appeals Meeting

MEETING DATE: Tuesday, March 10, 2026 at 7:00 PM

MEETING PLACE: Westfield City Hall - Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF BOARD OF ZONING APPEALS

Mark Keen, Chairman | Advisory Plan Commission Appointed | 2-year term | 2/11/25-1/4/27

William Bunkowfst, Vice Chairman | Mayoral Appointed | 4-year term | 1/23/24-1/3/28

Jeff Boller, Pro-Tempore | Mayoral Appointed | 4-year term | 1/23/24-1/5/26

Larry Clarino | Mayoral Appointed | 4-year term | 1/23/24-1/3/28

Jacob Plummer | Council Appointed | 4-year term | 1/23/24-1/4/27

Public input can be submitted in 1 of 2 ways:

-Submit comments via email to planners@westfield.in.gov (Include petition number in the subject line.)

-Attend the meeting at Westfield City Hall for an opportunity to participate and publicly comment on a public hearing.

OPENING OF REGULAR MEETING

Note the presence of a quorum

Approval of Minutes - January 13, 2026

Review Rules of Procedure

ITEMS OF BUSINESS

2603-VS-02

1808 Dan Patch Lane

Zach Goldsberry

The Petitioner requests multiple Variances of Development Standard to waive US 31 Overlay standards for the Property, modify the Minimum Lot Size for an existing legal nonconforming lot, and to encroach eight (8) feet into the forty (40) foot northern Front yard Setback to accommodate the expansion of an existing detached accessory building on 1.26 acres +/- in the AG-SF1: Agriculture/Single-Family Rural District (UDO Articles 4.2(C), 4.2(E)(1) as superseded by the Morgan Woods Plat (1972) and 5.2.

(Planner: Daine Crabtree - Dcrabtree@westfield.in.gov)

REPORTS/COMMENTS

Plan Commission Liaison

Community Development Department

ADJOURNMENT

Adjourn



WESTFIELD-WASHINGTON
BOARD OF ZONING APPEALS

March 10, 2026

2603-VS-02

Exhibit 1

Petition Number: 2603-VS-02

Subject Site Address: 1808 Dan Patch Lane (the "Property")

Petitioner: Zach Goldsberry (the "Petitioner")

Request: The Petitioner requests multiple Variances of Development Standard to waive US 31 Overlay standards for the Property, modify the Minimum Lot Size for an existing legal nonconforming lot, and to encroach eight (8) feet into forty (40) foot northern Front Yard Setback to accommodate the expansion of an existing detached accessory building on 1.26 acres +/- in the AG-SF1: Agriculture/Single-Family Rural District.

UDO Articles 4.2(C), 4.2(E)(1) as superseded by the Morgan Woods Plat (1972) & 5.2

Current Zoning: AG-SF1: Agricultural / Single Family Rural District

Current Land Use: Residential

Approximate Acreage: 1.26 acres +/-

Exhibits:

1. Staff Report
2. Location Map
3. Site Plan
4. Morgan Woods Plat (1972)
5. Current Barn Exhibit
6. Finished Barn Exhibit

Staff Reviewer: Daine Crabtree, Current Planning Manager

PROPERTY INFORMATION & BACKGROUND

The subject Property is approximately 1.26 acres in size and located 1808 Dan Patch Lane as seen in the Location Map (**Exhibit 2**). The Property is located in the Morgan Woods subdivision; the zoning classification for the entirety of the Morgan Woods subdivision is the AG-SF1: Agricultural / Single-family Rural District despite none of the lots within conforming to AG-SF1 standards. As the Morgan Woods plat was recorded in 1972, predating zoning's establishment in Westfield, all lots within are deemed legal, nonconforming.

REQUEST FOR VARIANCE

The Petitioner intends to construct an addition to an existing detached accessory building on the Property. In order to legally construct the structure & develop the property to the Petitioner's request, numerous Variance of Development Standard is required to be sought due to the legal nonconforming status of the lot, as well as the Minimum Lot Size for AG-SF1-zoned properties. Additionally, the northern Front Yard setback is requested to be encroached upon by up to 8 feet in order to permit the structure. Outlined below is the request for Variance:

- **UDO Article 4.2(C) – Minimum Lot Area: Three (3) acres**
 - *In order to bring the existing lot into compliance with the controlling AG-SF1 standards, the Minimum Lot Area of the Property will be modified from 3 acres to the existing 1.26 +/- acres.*
 -
- **UDO Article 4.2(E)(1) as superseded by the Morgan Woods Plat (1972) – Minimum Building Setback Line, northern Front Yard: 40 feet**
 - *The proposed location of the accessory building addition encroaches into the northern Front Yard Setback. Because the Morgan Woods subdivision was platted prior to zoning's establishment and said plat (**see Exhibit 4**) set forth a forty (40) foot setback, this setback supersedes the UDO's AG-SF1 Front Yard Setback of eighty (80) feet.*

Note that per the plat, this setback is called out as a Rear Yard. However, this does not meet the UDO's current definition of a Rear Yard as all lots that have frontage are considered Front Yards. If it were still defined as a Rear Yard, the AG-SF1 setback for Rear Yards is 30 feet and this variance request would not be necessary.

Further, the lot size/density of the legal, nonconforming Morgan Woods subdivision more closely resembles SF-2 zoning which sets forth a Front Yard Setback of 30 feet – a setback that the Petitioner would meet.

- **UDO Article 5.2 – US Highway Overlay District**
 - *Due to outdated standards of the US-31 Overlay that are not applicable to the subject Property including standards that do not contemplate residential or residential accessory architecture, the Petitioner is requesting to waive the US-31 Overlay standards from this petition.*



PROCEDURAL

Public Notice: The Board of Zoning Appeals is required to hold a public hearing on its consideration of a Variance of Development Standard. This petition is scheduled to receive its public hearing at the March 10, 2026, Board of Zoning Appeals meeting. Notice of the public hearing was properly advertised in accordance with Indiana law and the Board of Zoning Appeals' Rules of Procedure.

Conditions: The UDO and Indiana law provide that the Board of Zoning Appeals may impose reasonable conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of the UDO upon any Lot benefitted by variance as may be necessary or appropriate to prevent or minimize adverse effects upon other property and improvements in the vicinity of the subject Lot or upon public facilities and services. Such conditions shall be expressly set forth in the order granting the variance.

Acknowledgment of the Variance: If the Board of Zoning Appeals approves this petition, then the UDO requires the approval of the variance shall be memorialized in an acknowledgment of variance instrument prepared by Department. The acknowledgment shall: (i) specify the granted variance and any commitments made or conditions imposed in granting of the variance; (ii) be signed by the Director, Property Owner and Applicant (if Applicant is different than the Property Owner); and (iii) be recorded against the subject property in the Office of the Recorder of Hamilton County, Indiana. A copy of the recorded acknowledgment shall be provided to the Department prior to the issuance of any subsequent permit or commencement of uses pursuant to the granted variance.

Variance of Development Standard: The Board of Zoning Appeals shall approve or deny variances from the development standards (such as height, bulk, or area) of the underlying zoning ordinance. A variance may be approved under Indiana Code § 36-7-4-918.5 only upon a determination in writing that:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the subject property.

DEPARTMENT COMMENTS

If the Board is inclined to approve 2603-VS-02, The Department recommends the following findings and conditions:

Recommended Conditions:

- That the accessory building addition is constructed in substantial compliance with the Site Plan (**Exhibit 3**) and Finished Barn Exhibit (**Exhibit 6**); and
- That the Petitioner record an acknowledgement of this approval with the Hamilton County Recorder's Office and return a copy of the recorded instrument to the Community Development Department.

Recommended Findings for Variance of Development Standards (2603-VS-02):

- 1) ***The approval will not be injurious to the public health, safety, morals, and general welfare of the community:***

Finding: It is unlikely that approving the requested variance would be injurious to the public health, safety, morals, and general welfare of the community because the proposed use and improvements will otherwise comply with the applicable standards of the AG-SF1 District.

- 2) ***The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner:***

Finding: It is unlikely the use and value of adjacent property will be affected in a substantially adverse manner. The proposed variance should not have a negative impact on adjacent surrounding properties because the use of the Property as a residence is not changing.

- 3) ***The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the subject property.***

Finding: Strict adherence to the zoning ordinance would result in the Petitioner not being permitted to add to the existing accessory structure, which would otherwise be permitted. Despite its AG-SF1 zoning, the legal, nonconforming Morgan Woods subdivision more closely resembles SF-2 zoning, which sets forth a Minimum Front Yard Setback of 30 feet – a setback that the petitioner would meet with this proposal.



WESTFIELD-WASHINGTON
BOARD OF ZONING APPEALS

March 10, 2026

2603-VS-02

Exhibit 1

Denial: If the Board is inclined to reject or deny the Variance of Development Standard, then the Department recommends denying the Variances of Development Standard, and then tabling the adoption of findings until the Board's next meeting with direction to the Department to prepare the findings pursuant to the public hearing evidence and Board discussion.



Hamilton County Map Viewer



Enter Address or Parcel No.

65.31 ft

33.31 ft. from extension to
property line @ NW corner

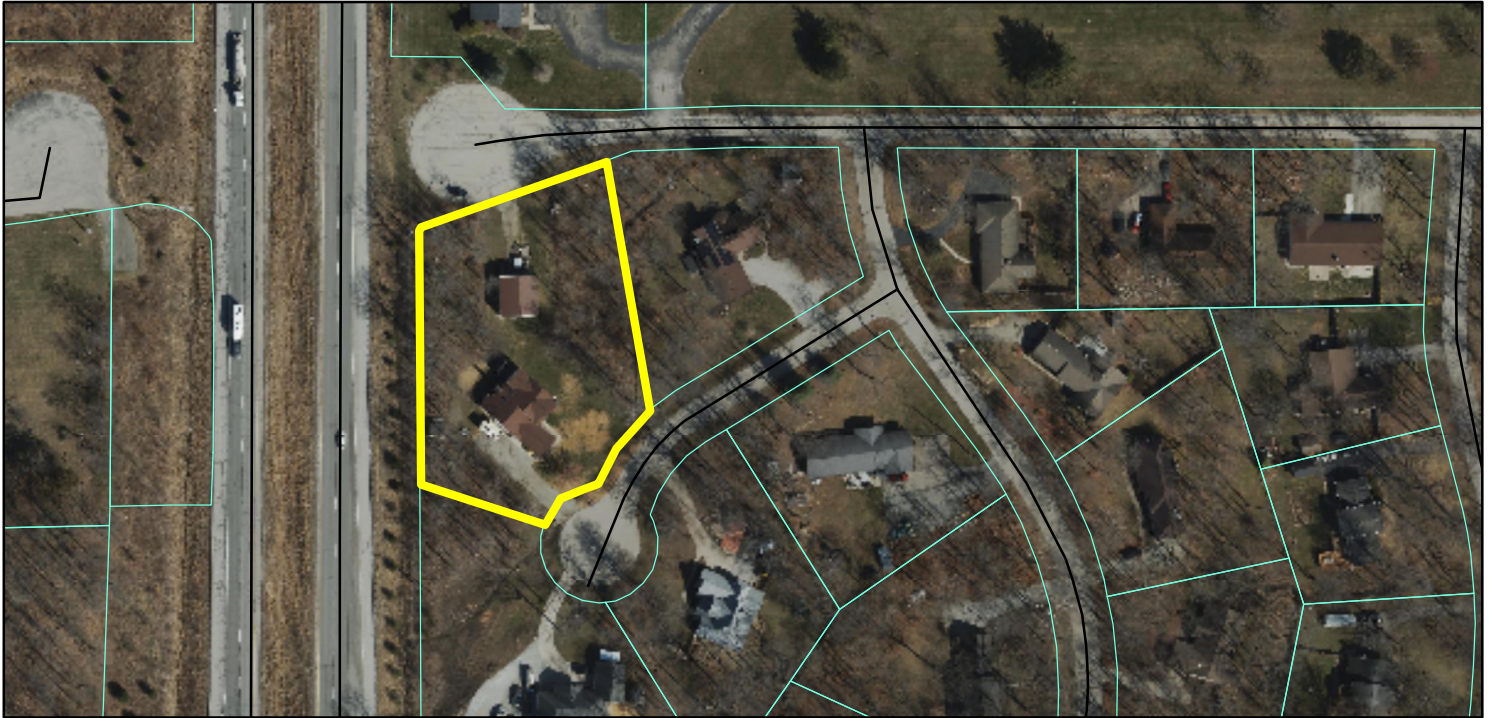
Applicant wants to add
a 32' long extension to
this barn - going North
off of the existing barn.

1808

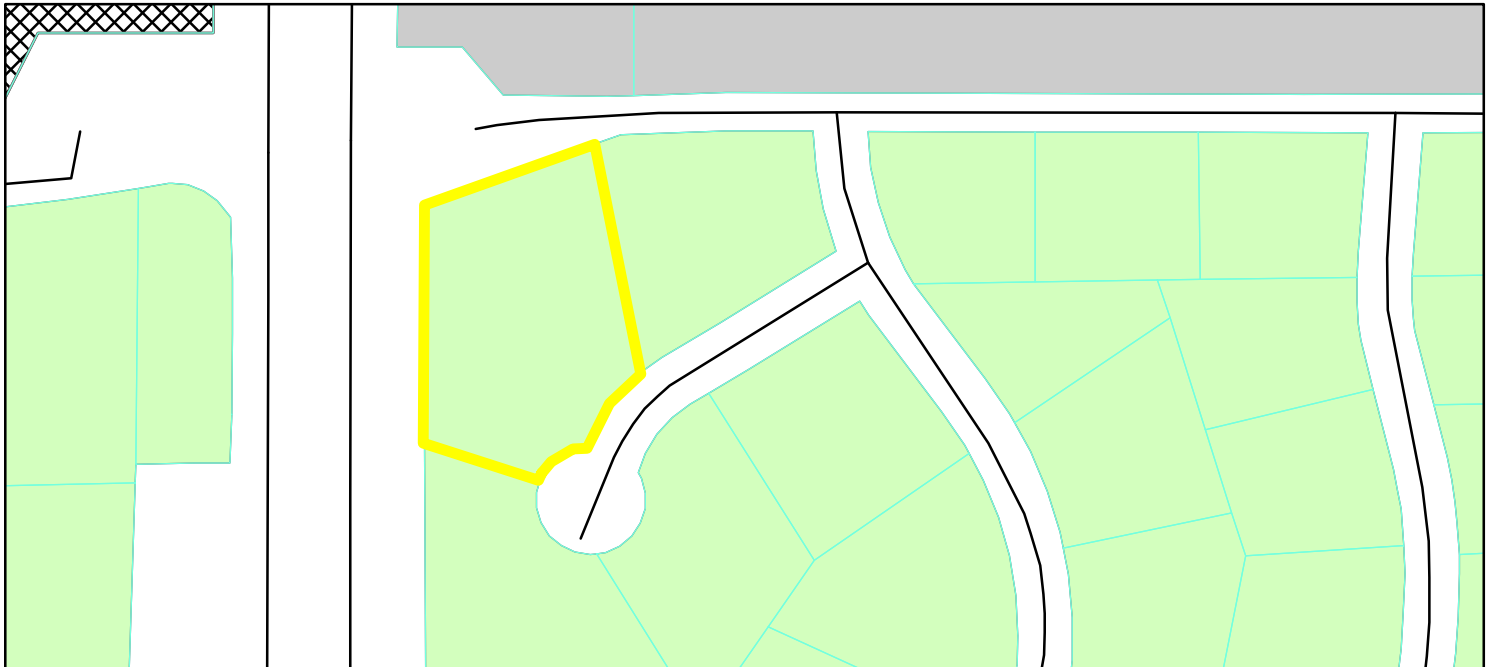
ADDRESS 1808
Dan Patch Ln
Westfield, IN 46074

Aerial Location Map

 Site



Zoning Map



GIS.DBO.PW_Streets Zoning
Parcel
Zoning - All
AG-SF1 (Agriculture - Single Family - 1)
EI (Enclosed Industrial)
PUD (Planned Unit Development)

0 0.025 0.05
Miles



[MORGAN WOODS - SECTION TWO-



A part of the northwest quarter of Section 30, Township 35 North, Range 4 East, in Hamilton County, Indiana, more particularly described as follows:

Beginning at the northwest corner of said Section 30, and running thence North 90 degrees, 00 minutes East (assumed bearing) upon and along the North line thereof, 125.75 feet thence South 10 degrees, 00 minutes East, 21.40 feet to the point of curvature of a curve on the left, said curve having a delta angle of 25 degrees, 00 minutes and a radius of 294.183 feet; thence Southerly and Easterly along said curve, 110.02 feet to the point of tangency thereof thence North 5 degrees, 00 minutes East, 50.00 feet; thence North 69 degrees, 11 minutes, 26 seconds East, 221.11 feet; thence South 17 degrees, 52 minutes, 48 seconds East, 266.35 feet; thence South 10 degrees, 00 minutes, 12 seconds West, 173.65 feet; thence South 15 degrees, 31 minutes, 30 seconds East, 230.62 feet; thence South 17 degrees, 25 minutes, 33 seconds East, 25.07 feet; thence South 12 degrees, 22 minutes, 34 seconds West, 143.87 feet; thence North 07 degrees, 11 minutes, 41 seconds East, 716.23 feet to the west line of said northwest quarter Section 30; thence North 00 degrees, 00 minutes, 00 seconds East, upon and along said West line, 94.6 feet to the place of beginning, containing in all 35.75 acres, more or less, subject, however, to the East right-of-way of S.E. Highway #31 off the entire West line and the South half right-of-way of 196th Street off the entire North line of the within described real estate.

The undersigned, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, with the within plat, the above described real estate. The within plat shall be known and designated as MORGAN WOODS - SECTION TWO, in addition to the Town of Westfield, Hamilton County, Indiana.

- The streets shown and not heretofore dedicated are hereby dedicated to the public.
- All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure or facility accessory to use thereof shall be erected thereon.
- Only one single family residence may be erected on any lot in this subdivision, not more than two stories in height. No residence shall be constructed on any lot in this subdivision having less than 1800 square feet of living area on the ground floor in the case of a one story house nor less than 1400 square feet of area on the ground floor in the case of a two story residence. The minimum lot area shall be 1.5 acres.
- Garages erected in this subdivision shall be for not more than three cars and may be detached or attached to the residence building. Garages shall not face the frontage street.
- All building and residence plans shall be approved by Paul E. Steffen and Julia T. Steffen, their heirs or assigns, and/or a committee of three persons appointed by said persons, their heirs or assigns. In the event of death, incapacity or resignation of said persons, their heirs or assigns and/or committee members, said remaining persons or members may approve or disapprove said plans. Such persons or members are not entitled to compensation for services performed pursuant to this agreement. If building and residence plans have not been approved or disapproved within thirty (30) days of substantial thereof, such approval shall not be required. Powers and duties of the committee shall cease twenty (20) years from the recording date of this instrument or upon the expiration of a residence on every lot in this subdivision, whichever occurs first.
- All residences shall be constructed of masonry or concrete block and shall have a finished exterior finish.
- No fence shall be constructed along side lot lines of any lots in this subdivision between the front line of the building and the street right-of-way line.
- In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, into and across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.
- All culvert pipes under driveways leading from frontage streets shall be a minimum twelve (12) inches in diameter of new corrugated metal pipe (not less than sixteen (16) gauge) or reinforced concrete pipe, and shall be placed so as not to impede water flow from upgrade. Concrete headwalls shall be constructed at each end of said culvert pipes a minimum distance of four (4) feet from edge of driveway. Drives shall be a minimum of ten (10) feet in width.
- No residence, and attached or detached garage, shall be completely finished on the exterior on or before one hundred eighty (180) days after start of construction.
- No house trailers, trailers, tents, sheds, basements, garages, barns or temporary structures of any kind shall be used for temporary or permanent residential purposes on any lot in this subdivision.
- No trucks of larger than one ton capacity, commercial vehicles or unlicensed cars shall be parked or stored on the premises longer than thirty days.
- The parking of camper trucks or trailers, house trailers, trucks, commercial vehicles, sporting equipment and/or machinery of any kind shall not be permitted in front drives for periods longer than five (5) days. Parking in frontage street of premises of any of the above mentioned and/or unlicensed cars is strictly prohibited.
- No animals, livestock, or poultry of any description shall be raised, bred or kept on any lot, except that not more than two adult dogs (over six months of age), cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
- No hotel, boarding house, mercantile building, factory building, or buildings or any kind for commercial use shall be erected or maintained and no business of any nature may be maintained in any residence or garage on any lot in this subdivision.
- No noxious trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done hereon which may become an annoyance or nuisance to the neighborhood at large.
- Front and side building lines are established as shown on this plat, between which lines and the property lines, there shall be erected and maintained a structure or part thereof.
- All sanitary and toilet facilities for this addition shall meet requirements of the Indiana State Health Board. Specifically, no outside toilets shall be permitted on any lot in this addition.
- There are stripes 6 feet and 12 feet in width as shown on the within plat marked "Drainage and Utility Easements" which are hereby reserved for the use of the Public Utilities Companies, for the installation of mains, ducts, poles, lines, sewers, drains, and wires, subject at all times to the authority of the proper authorities and to the easement herein reserved. No permanent or other structures shall be erected or maintained on said stripes. The owners of such lots in this subdivision, however, shall take their title subject to the rights of the public utilities and to those of the owners of lots in this subdivision.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. The right to enforce the within restrictions, limitations, through any such violation or attempted violations. Said provisions shall be in full force and effect for a period of twenty (20) years from the date of this plat and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision, it is agreed to change the covenants in whole or in part. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife,
day of _____, 1972.

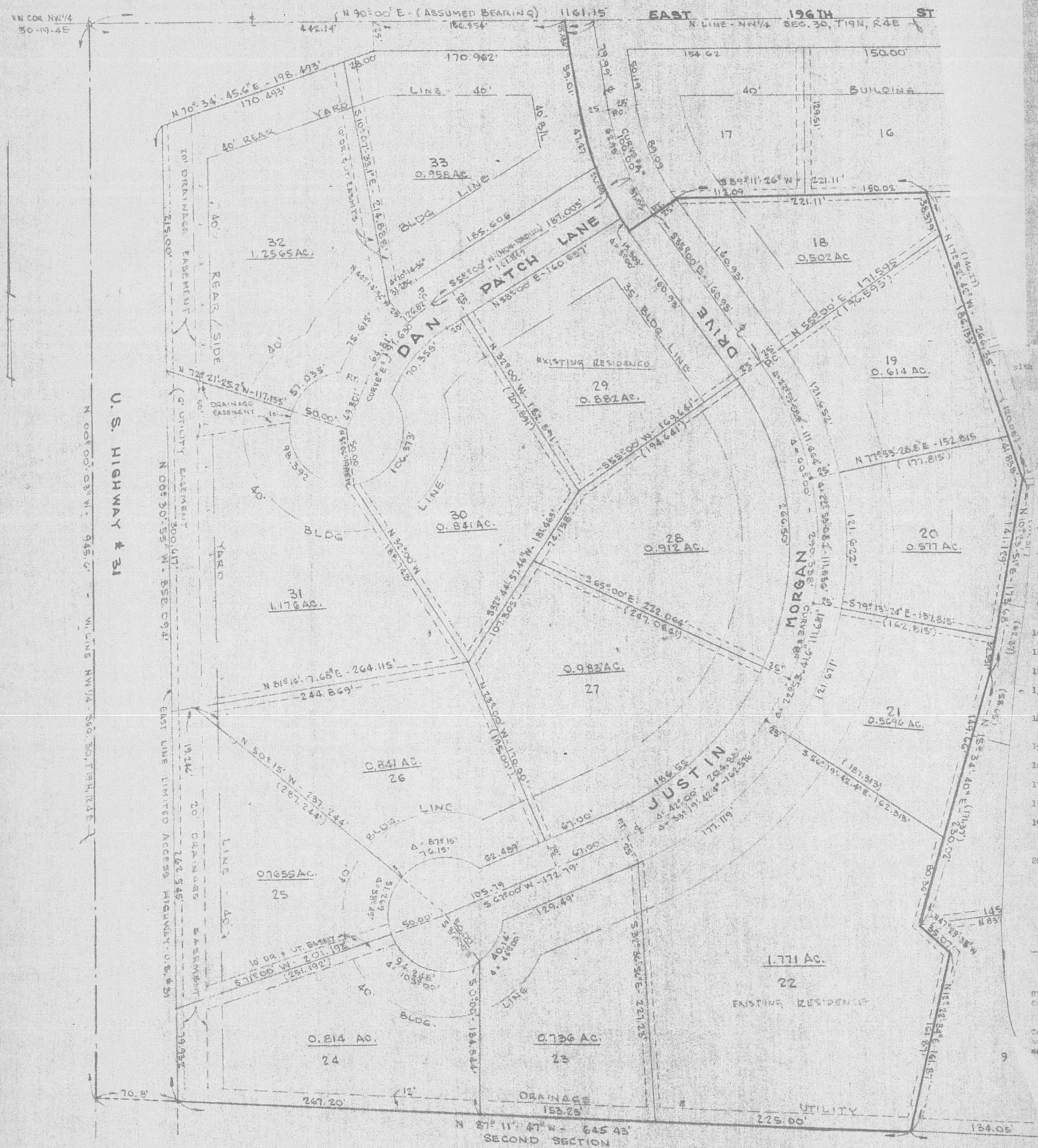
STATE OF INDIANA)
COUNTY OF HAMILTON) ss:
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, and DANIEL CARRINGTON and JOAN M. CARRINGTON, husband and wife, (owners of Lot 210 in this subdivision), and acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

My commission expires
NOW _____
KATHERINE R. SCOTTER
KATHERINE R. SCOTTER, Notary Public

Dr. Paul E. Steffen
Julia T. Steffen
Witnesses: _____

COMMISSION EXPIRES: _____
Under authority provided by Chapter 121, Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of the Town of Westfield as follows:
Approved by the Westfield Plan Commission at a meeting held _____, 1971.
WESTFIELD TOWN PLAN COMMISSION
President: _____
Secretary: _____

[MORGAN WOODS - SECTION TWO -



A part of the Northwest Quarter of Section 30, Town 10 North, Range 1 East, in Hamilton County, Indiana, were particularly described as follows:

Beginning at the Northwest corner of said Section 30, and running thence North 10 degrees, 00 minutes East (assumed bearing) upon and along the North line thereof, 426.75 feet; thence South 10 degrees, 00 minutes East, 81.40 feet to the point of curvature of a curve to the left, said curve having a delta angle of 29 degrees, 00 minutes and a radius of 254.153 feet; thence Southerly and Easterly along said curve, 110.81 feet to the point of tangency thereof; thence North 55 degrees, 00 minutes East, 20.00 feet; thence North 6 degrees, 11 minutes, 26 seconds East, 221.11 feet; thence South 17 degrees, 51 minutes, 16 seconds East, 266.35 feet; thence South 10 degrees, 00 minutes, 21 seconds East, 175.25 feet; thence South 15 degrees, 00 minutes, 10 seconds East, 210.12 feet; thence South 17 degrees, 25 minutes, 33 seconds East, 25.07 feet; thence South 12 degrees, 22 minutes, 34 seconds East, 162.87 feet; thence North 87 degrees, 11 minutes, 47 seconds East, 175.92 feet to the place of beginning; containing in all 15.75 acres, more or less, subject, however, to the East right-of-way of U.S. Highway 31 off the entire West line and the South half right-of-way of 194th Street off the entire North line of the within described real estate.

The undersigned, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, do hereby layoff, plat and subdivide into streets and lots in accordance with the within plat, the above described real estate. The within plat shall be known and designated as MORGAN WOODS - SECTION TWO, an Addition to the Town of Westfield, Hamilton County, Indiana.

- The streets shown and not heretofore dedicated are hereby dedicated to the public.
- All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.
- Only one single family residence may be erected on any lot in this subdivision, not more than two stories in height. No residence shall be constructed on any lot in this subdivision having less than 1550 square feet of living area on the ground floor in the case of a one story house not less than 1400 square feet of area on the ground floor in the case of a one and one half or two story residence.
- Garages erected in this subdivision shall be for not more than three cars and may be detached or attached to the residence dwelling. Garage doors shall not face the frontage street.
- All building and residence plans shall be approved by Paul E. Steffen and Julia T. Steffen, their heirs or assigns, and/or a committee of three persons appointed by said persons, their heirs or assigns. In the event of death, incapacity or resignation of said persons, their heirs or assigns, said remaining persons or members may approve or disapprove said plans. Such persons or members are not entitled to compensation for services performed pursuant to this covenant. If building and residence plans have not been approved or disapproved within thirty (30) days of substantial thereof, such approval shall not be required. Powers and duties of the committee shall cease twenty (20) years from the recording date of this instrument or upon the erection of a residence on every lot in this subdivision, whichever occurs first.
- All residences shall be constructed of masonry or concrete block may be used for an exterior finish.
- No fence shall be constructed along side lot lines of any lots in this subdivision between the front line of the building and the street right-of-way line.
- In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, into and across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.
- All culvert pipes under driveways leading from frontage streets shall be a minimum twelve (12) inches in diameter of new corrugated metal pipe (not less than sixteen (16) gauge) or reinforced concrete pipe, and shall be placed so as not to impede water flow from upgrade. Concrete headwalls shall be constructed at each end of said culvert pipes a minimum distance of four (4) feet from edge of driveway. Drives shall be a minimum of ten (10) feet in width.
- No residence, and attached or detached garage, shall be completely finished on the exterior on or before one hundred eighty (180) days after start of construction.
- No house trailers, trailers, tents, sheds, barns or temporary structures of any kind shall be used for temporary or permanent residential purposes on any lot in this subdivision.
- No trucks of larger than one ton capacity, commercial vehicles or unlicensed cars shall be parked or stored on the premises longer than thirty days.
- The parking of camper trucks or trailers, house trailers, trucks, commercial vehicles, sporting equipment and/or machinery of any kind shall not be permitted in front drives for periods longer than five (5) days. Parking in frontage street of premises of any of the above mentioned and/or unlicensed cars is strictly prohibited.
- No animals, livestock, or poultry of any description shall be raised, bred or kept on any lot, except that not more than two adult dogs (over six months of age), cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
- No hotel, boarding house, mercantile building, factory building, or buildings of any kind for commercial use shall be erected or maintained and no business of any nature may be maintained in any residence or garage on any lot in this subdivision.
- No noxious trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done herein which may become an annoyance or nuisance to the neighborhood at large.
- Front and side building lines are established as shown on this plat, between which lines and the property lines, there shall be erected and maintained no structure or part thereof.
- All sanitary and toilet facilities for this Addition shall meet requirements of the Indiana State Health Board. Specifically, no outside toilets shall be permitted on any lots in this Addition.
- There are strips 6 feet and 12 feet in width as shown on the within plat marked "Drainage and Utility Easements" which are hereby reserved for the use of the Public Utilities Companies, for the installation of mains, ducts, poles, lines, sewers, drains, and wires, subject at all times to the authority of the proper authorities and to the easement herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Subdivision, however, shall take their title subject to the rights of the public utilities and to those of the owners of lots in this subdivision.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners, by or through, any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision, it is agreed to change the covenants in whole or in part. Invalidity of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, do hereby layoff, plat and subdivide into streets and lots in accordance with the within plat, the above described real estate.

STATE OF INDIANA
COUNTY OF HAMILTON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, and DAN O. CANNISTON and PAUL W. CANNISTON, husband and wife, (owners of lot 20 in this subdivision), and acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

My commission expires
MON

KATHERINE R. SCOTT
Notary Public

Paul E. Steffen
Julia T. Steffen

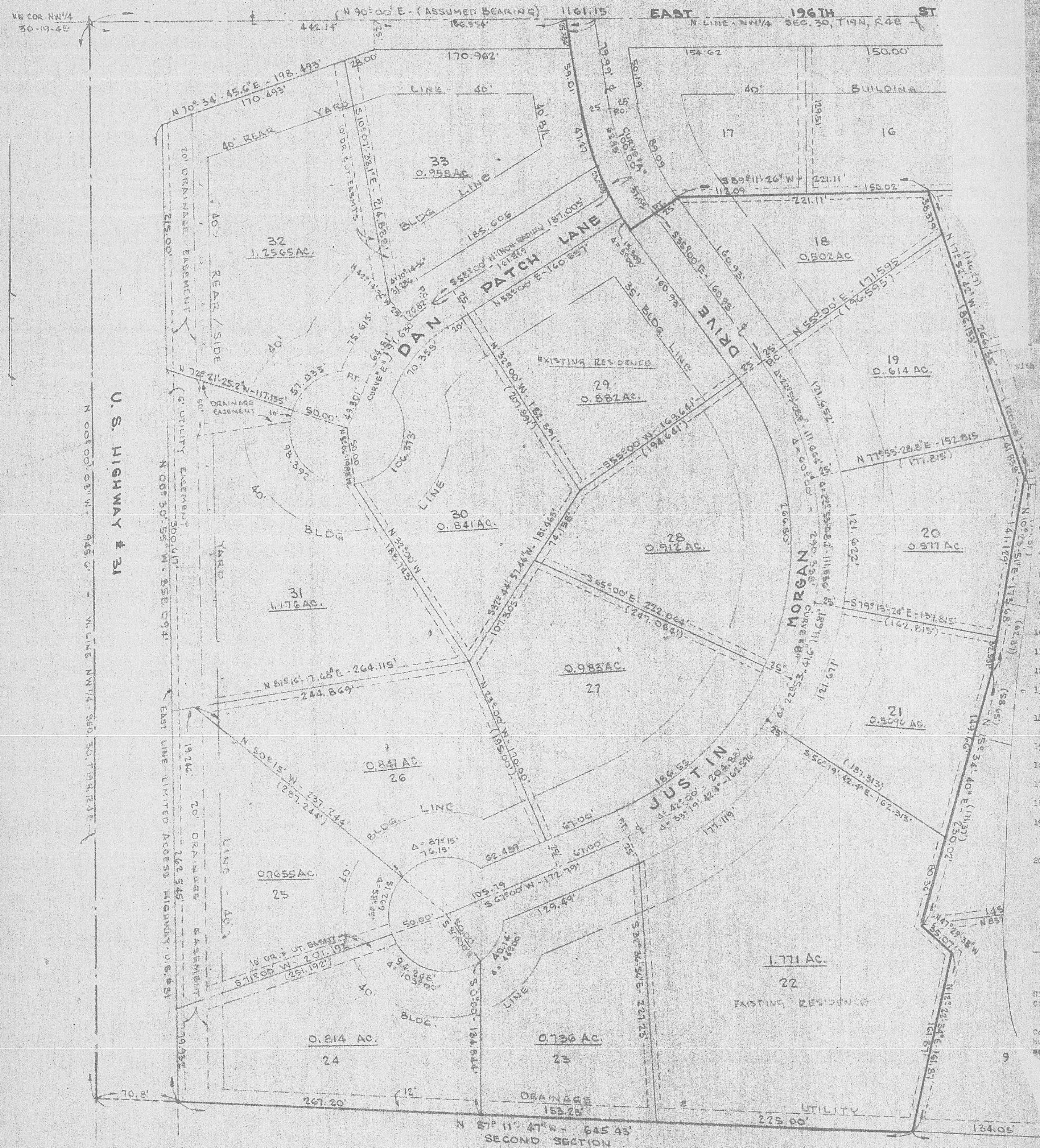
COMMISSION CERTIFICATE: Under authority provided by Chapter 171 - Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an Ordinance adopted by the Town Board of Trustees of the Town of Westfield as follows:

Approved by the Westfield Plan Commission at a meeting held 1971

WESTFIELD TOWN PLAN COMMISSION

President
Secretary

[MORGAN WOODS SECTION TWO]



A part of the northwest quarter of Section 30, Town 19 North, Range 4 East, in Hamilton County, Indiana, more particularly described as follows:

Beginning at the northeast corner of said quarter section, and running thence North 60 degrees, 00 minutes East (assumed bearing) upon and along the North line thereof, 125.70 feet; thence South 10 degrees, 00 minutes East, 84.00 feet to the point of curvature of a curve to the left, said curve having a delta angle of 25 degrees, 00 minutes and a radius of 254.183 feet; thence Southerly and Easterly along said curve, 110.42 feet to the point of tangency thereof; thence North 52 degrees, 00 minutes East, 20.00 feet; thence North 89 degrees, 11 minutes, 28 seconds East, 221.11 feet; thence South 17 degrees, 00 minutes, 45 seconds West, 266.35 feet; thence South 10 degrees, 23 minutes, 31 seconds West, 179.25 feet; thence South 15 degrees, 31 minutes, 40 seconds West, 230.02 feet; thence South 17 degrees, 25 minutes, 33 seconds East, 25.07 feet; thence South 12 degrees, 22 minutes, 21 seconds East, 101.87 feet; thence North 87 degrees, 11 minutes, 47 seconds East, 725.22 feet to the West line of said northwest quarter section; thence North 00 degrees, 00 minutes, 00 seconds West, upon and along said West line, 9.66 feet to the place of beginning; containing in all 154.75 acres, more or less, subject, however, to the East right-of-way of 16th Street off the entire West line and the South half right-of-way of 16th Street off the entire North line of the within described real estate.

The undersigned, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, with the within plat, the above described real estate. The within plat shall be known and designated as MORGAN WOODS - SECTION TWO, an Addition to the Town of Westfield, Hamilton County, Indiana.

- The streets shown and not heretofore dedicated are hereby dedicated to the public.
- All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure or facility accessory in one thereof shall be erected thereon.
- Only one single family residence may be erected on any lot in this subdivision, not more than two stories in height. No residence shall be constructed on any lot in this subdivision having less than 1850 square feet of living area on the ground floor in the case of a one story house not less than 1400 square feet of area on the ground floor in the case of a one and one half or two story residence.
- Garages erected in this subdivision shall be for not more than three cars and may be detached or attached to the residence dwelling. Garage doors shall not face the frontage street.
- All building and residence plans shall be approved by Paul E. Steffen and Julia T. Steffen, their heirs or assigns, and/or a committee of three persons appointed by said persons, their heirs or assigns. In the event of death, incapacity or resignation of said persons, their heirs or assigns and/or committee members, said remaining persons or members may approve or disapprove said plans. Such persons or members are not entitled to compensation for services performed pursuant to this covenant. If building and residence plans have not been approved or disapproved within thirty (30) days of substantial thereof, such approval shall not be required. Powers and duties of the committee shall cease twenty (20) years from the recording date of this instrument or upon the expiration of a residence on every lot in this subdivision, whichever occurs first.
- All residences shall be constructed of masonry or concrete block or other approved building materials except that of wood frame or other approved building materials except that of wood frame.
- No fence shall be constructed along side lot lines of any lot in this subdivision between the front line of the building and the street right-of-way line.
- In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or retention, into and across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.
- All culvert pipes under driveways leading from frontage streets shall be a minimum twelve (12) inches in diameter of corrugated metal pipe (not less than sixteen (16) gauge) or reinforced concrete pipe, and shall be placed so as not to impede water flow from upgrade. Concrete headwalls shall be constructed at each end of said culvert pipes a minimum distance of four (4) feet from edge of driveway. Drives shall be a minimum of ten (10) feet in width.
- Any residence, and attached or detached garage, shall be completely finished on the exterior on or before one hundred eighty (180) days after start of construction.
- No house trailers, trailers, tents, sheds, basements, garages, barns or temporary structures of any kind shall be used for temporary or permanent residential purposes on any lot in this subdivision.
- No trucks of larger than one ton capacity, commercial vehicles or unlicensed cars shall be parked or stored on the premises longer than thirty days.
- The parking of camper trucks or trailers, house trailers, trucks, commercial vehicles, sporting equipment and/or machinery of any kind shall not be permitted in front drives for periods longer than five (5) days. Parking in frontage street of premises of any of the above mentioned and/or unlicensed cars is strictly prohibited.
- No animals, livestock, or poultry of any description shall be raised, bred or kept on any lot, except that no more than two adult dogs (weigh six months of age), cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
- No hotel, boarding house, mercantile building, factory building, or buildings of any kind for commercial use shall be erected or maintained and no business of any nature may be maintained in any residence or concern on any lot in this subdivision.
- No noxious trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done herein which may become an annoyance or nuisance to the neighborhood at large.
- Front and side building lines are established as shown on this plat, between which lines and the property lines, there shall be erected and maintained no structure or part thereof.
- All sanitary and toilet facilities for this Addition shall meet requirements of the Indiana State Health Board. Specifically, no outside toilets shall be permitted on any lots in this Addition.
- There are strips 6 feet and 12 feet in width as shown on the within plat marked "Drainage and Utility Easements" which are hereby reserved for the use of the Public Utilities Companies, for the installation of mains, pipes, lines, sewers, drains, and wires, subject at all times to the authority of the proper authorities and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips. The owners of such lots in this Subdivision, however, shall take their title subject to the rights of the public utilities and to those of the owners of lots in this Subdivision.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. The right to enforce the within restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to such relief without being required to show any damage or injury of any kind to any such owner or owners, by or through any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision, it is agreed to change the covenants in whole or in part. Invalidity of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, day of _____ 1972.

STATE OF INDIANA) ss:
COUNTY OF MARION)
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, and DAN W. CARRINGTON and JOAN W. CARRINGTON, husband and wife, (Owners of Lot 310 in this Subdivision), and acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

My commission expires _____
NOV. _____
KATHERINE R. SCOTTEN, Notary Public

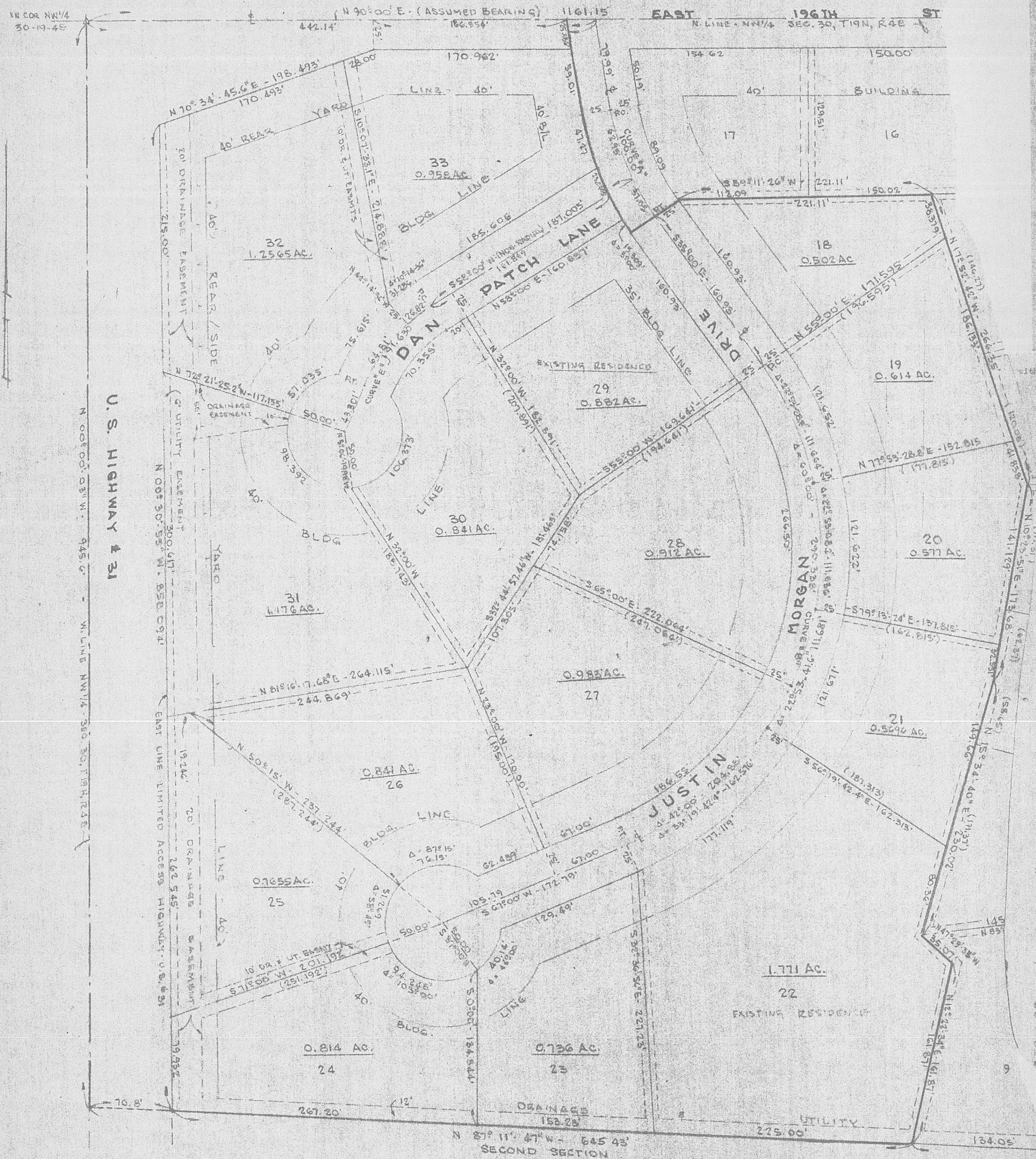
Paul E. Steffen
Julia T. Steffen

COMMISSION CERTIFICATE: Under authority provided by Chapter 174 - Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an Ordinance adopted by the Town Board of Trustees of the Town of Westfield as follows:

Approved by the Westfield Plan Commission at a meeting held _____, 1972.

WESTFIELD TOWN PLAN COMMISSION
President _____
Secretary _____

[MORGAN WOODS - SECTION TWO -



A part of the Northwest Quarter of Section 30, Township 15 North, Range 4 East, in Hamilton County, Indiana, were particularly described as follows:

Beginning at the Northwest corner of said Quarter Section, and running thence North 89 degrees, 00 minutes East (measured bearing) upon and along the North line thereof, 112.75 feet; thence South 10 degrees, 00 minutes East, 32.40 feet to the point of curvature of a curve to the left, said curve having a delta angle of 25 degrees, 00 minutes and a radius of 251.83 feet; thence South and Easterly along said curve, 110.92 feet to the point of tangency thereof; thence North 55 degrees, 00 minutes East, 20.00 feet; thence North 55 degrees, 11 minutes, 20 seconds East, 221.11 feet; thence South 17 degrees, 02 minutes, 42 seconds East, 266.35 feet; thence South 10 degrees, 02 minutes, 21 seconds East, 175.65 feet; thence South 15 degrees, 36 minutes, 10 seconds East, 240.02 feet; thence South 17 degrees, 20 minutes, 37 seconds East, 25.07 feet; thence South 12 degrees, 22 minutes, 24 seconds East, 163.87 feet; thence South 07 degrees, 41 minutes, 17 seconds East, 715.83 feet to the West line of said Northwest Quarter Section; thence North 00 degrees, 00 minutes, 00 seconds East, upon and along said West line 45.06 feet to the place of beginning; containing in all 15.75 acres, more or less, subject, however, to the East right-of-way of U.S. Highway #31 off the entire West line and the South half right-of-way of 150th Street off the entire North line of the within described real estate.

- The undersigned, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, do hereby layoff, plat and subdivide into streets and lots in accordance with the within plat, the above described real estate. The within plat shall be known and designated as MORGAN WOODS - SECTION TWO, an Addition to the Town of Westfield, Hamilton County, Indiana.
- The streets shown and not heretofore dedicated are hereby dedicated to the public.
 - All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.
 - Only one single family residence may be erected on any lot in this subdivision, not more than two stories in height. No residence shall be constructed on any lot in this subdivision having less than 1500 square feet of living area on the ground floor in the case of a one story house or less than 1400 square feet of area on the ground floor in the case of a one and one half or two story residence.
 - Garages erected in this subdivision shall be for not more than three cars and may be detached or attached to the residence building. Storage doors shall not face the frontage street.
 - All building and residence plans shall be approved by Paul E. Steffen and Julia T. Steffen, their heirs or assigns, and/or a committee of three persons appointed by said persons, their heirs or assigns. In the event of death, incapacity or resignation of said persons, their heirs or assigns or committee members, said remaining persons or members may approve or disapprove said plans. Such persons or members are not entitled to compensation for services performed pursuant to this covenant. If building and residence plans have not been approved or disapproved with thirty (30) days of submittal thereof, such approval shall not be required. Powers and duties of the committee shall cease twenty (20) years from the recording date of this instrument or upon the erection of a residence on every lot in this subdivision, whichever occurs first.
 - All residences shall be constructed with a minimum of one story.
 - No fence shall be constructed along side lot lines of any lots in this subdivision between the front line of the building and the street right-of-way line.
 - In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, into and across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.
 - All culvert pipes under driveways leading from frontage streets shall be a minimum twelve (12) inches in diameter of new corrugated metal pipe (not less than sixteen (16) gauge) or reinforced concrete pipe, and shall be placed so as not to impede water flow from upstream. Concrete headwalls shall be constructed at each end of said culvert pipes a minimum distance of four (4) feet from edge of driveway. Drives shall be a minimum of ten (10) feet in width.
 - Any residence, or attached or detached garage, shall be completely finished on the exterior on or before one hundred eighty (180) days after start of construction.
 - No house trailers, trailers, tents, shacks, basements, garages, barns or temporary structures of any kind shall be used for temporary or permanent residential purposes on any lot in this subdivision.
 - No trucks of larger than one ton capacity, commercial vehicles or unlicensed cars shall be parked or stored on the premises longer than thirty days.
 - The parking of camper trucks or trailers, house trailers, trucks, commercial vehicles, sporting equipment and/or machinery of any kind shall not be permitted in front drives for periods longer than five (5) days. Parking in frontage street of premises of any of the above mentioned and/or unlicensed cars is strictly prohibited.
 - No animals, livestock, or poultry of any description shall be raised, bred or kept on any lot, except that no more than two adult dogs (past six months of age), cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
 - No hotel, boarding house, mercantile building, factory building, or buildings of any kind for commercial use shall be erected or maintained and no business of any nature may be maintained in any residence or garage on any lot in this subdivision.
 - No noxious trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done herein which may become an annoyance or nuisance to the neighborhood at large.
 - Front and side building lines are established as shown on this plat, between which lines and the property lines, there shall be erected and maintained a structure or part thereof.
 - All sanitary and toilet facilities for this Addition shall meet requirements of the Indiana State Health Board. Specifically, no outside toilets shall be permitted on any lots in this Addition.
 - There are strips 6 feet and 12 feet in width as shown on the within plat marked "Drainage and Utility Easements" which are hereby reserved for the use of the Public Utilities Companies, for the installation of mains, ducts, poles, lines, sewers, drains, and wires, subject at all times to the authority of the proper authorities and to the easement herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of each lot in this Subdivision, however, shall take their title subject to the rights of the public utilities and to those of the owners of lots in this Subdivision.
 - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. The right to enforce the within restrictions, limitations, through, any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat and thereafter unless and until by a vote of the then owners of a two-thirds majority of the total lots in this subdivision, it is agreed to change the covenants in whole or in part. Invalidity of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife,
day of _____, 1972.

STATE OF INDIANA)
COUNTY OF HAMILTON)
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife, and DAN G. CARBINGTON and JOAN M. CARBINGTON, husband and wife, (Owners of Lot #10 in this Subdivision), and acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

My commission expires
NOV. _____, 1972.

Katherine R. Scotten
Notary Public

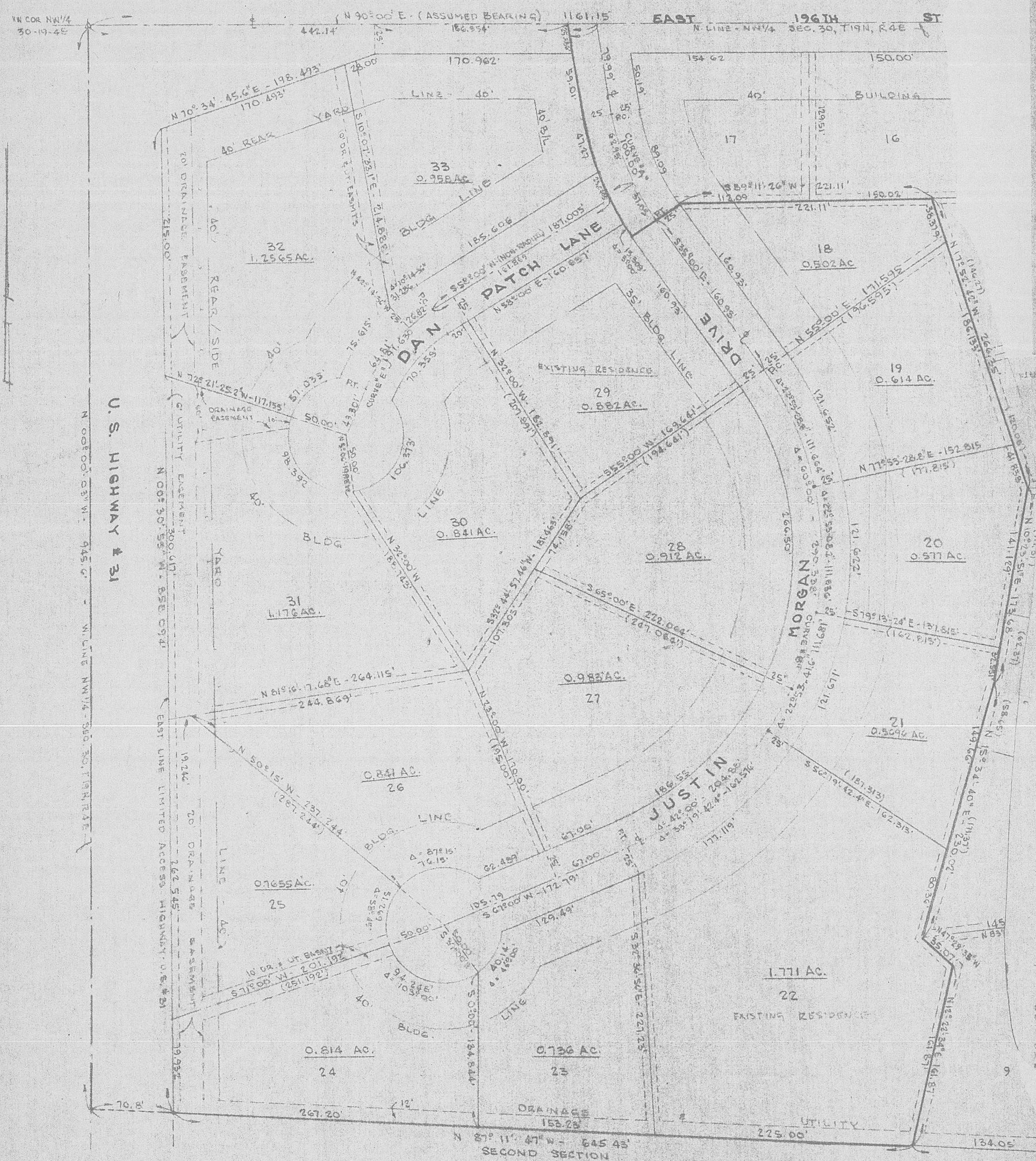
Dr. Paul E. Steffen
Julia T. Steffen
Paul E. Steffen
Julia T. Steffen

COMMISSION CERTIFICATE:
I, the undersigned, Notary Public in and for the State of Indiana, do hereby certify that the within plat was duly recorded by Chapter 174 - Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an Ordinance adopted by the Town Board of Trustees of the Town of Westfield as follows:

Approved by the Westfield Plan Commission at a meeting held _____, 1972.

WESTFIELD TOWN PLAN COMMISSION
President _____
Secretary _____

MORGAN WOODS - SECTION TWO -



A part of the Northwest Quarter of Section 30, Township 10 North, Range 4 East, in Hamilton County, Indiana, were particularly described as follows:

Beginning at the Northwest corner of said quarter Section, and running thence North 50 degrees, 00 minutes East (assumed bearing) upon and along the NE 1/4 line thereof, 116.73 feet; thence South 10 degrees, 00 minutes East, 94.40 feet to the point of curvature of a curve to the West, said curve having a delta angle of 25 degrees, 00 minutes upon a radius of 234.103 feet; thence Southerly and Easterly along said curve, 310.93 feet to the point of tangency thereof; thence North 5 degrees, 00 minutes East, 504.00 feet; thence North 5 degrees, 11 minutes, 20 seconds East, 224.11 feet; thence South 17 degrees, 53 minutes, 42 seconds East, 266.55 feet; thence South 10 degrees, 33 minutes, 21 seconds East, 175.65 feet; thence South 15 degrees, 10 minutes, 00 seconds East, 234.00 feet; thence South 15 degrees, 25 minutes, 33 seconds East, 35.07 feet; thence South 12 degrees, 00 minutes, 30 seconds East, 115.87 feet; thence North 05 degrees, 11 minutes, 47 seconds East 715.23 feet to the West line of said Northwest Quarter Section; thence North 00 degrees, 00 minutes, 00 seconds East, upon and along said West line, 156.6 feet to the place of beginning; containing in all 15.75 acres, more or less, subject, however, to the East right-of-way of U.S. Highway #1 off the entire West line and the South half right-of-way of 156th Street off the entire North line of the within described real estate.

2. - All lots in this subdivision are reserved for residential use, and no buildings other than a one family residence or structure or facility accessory in use thereto shall be erected thereon.
3. - Only one single family residence may be erected on any lot in this subdivision, not more than two stories in height. No residence shall be constructed on any lot in this subdivision having less than 1600 square feet of living area on the ground floor in the case of a one story house nor less than 1400 square feet of area on the ground floor in the case of a one and one half or two story residence. ~~Garage doors shall not be attached to the residence dwelling. Garage doors shall not face the frontage street.~~
4. - Garages existing in this subdivision shall be for not more than three cars and may be detached or attached to the residence dwelling. Garage doors shall not face the frontage street.
5. - All building and residence plans shall be approved by Paul R. Steffen and Julia T. Steffen, their heirs or assigns, and/or a committee of three persons appointed by said persons, their heirs or assigns. In the event of death, incapacity or resignation of said persons, their heirs or assigns and/or committee members, said remaining persons or members may approve or disapprove said plans. Such persons or members are not entitled to compensation for services performed pursuant to this agreement. If building and residence plans have not been approved or disapproved with thirty (30) days of submittal thereof, such approval shall not be required. Powers and duties of the committee shall cease twenty (20) years from the recording date of this instrument or upon the erection of a residence on every lot in this subdivision, whichever occurs first.
6. - All residences shall be constructed of wood frame or other approved building materials except that no concrete block may be used for an exterior finish.
7. - No fence shall be constructed along side lot lines of any lots in this subdivision between the front line of the building and the street right-of-way line.
8. - In the event storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue, without restriction or reduction, into and across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.
9. - All culvert pipes under driveways leading from frontage streets shall be a minimum twelve (12) inches in diameter of new corrugated metal pipe (not less than a steel (16) gauge) or reinforced concrete pipe, and shall be placed so as not to impede water flow from upgrade. Concrete headwalls shall be constructed at each end of said culvert pipe a minimum distance of four (4) feet from edge of driveway. Drives shall be a minimum of ten (10) feet in width.
10. - Any residence, and attached or detached garage, shall be completely finished on the exterior on or before one hundred eighty (180) days after start of construction.
11. - No house trailers, trailers, tents, racks, basements, garages, barns or temporary structures of any kind shall be used for temporary or permanent residential purposes on any lot in this subdivision.
12. - No trucks of larger than one ton capacity, commercial vehicles or unlicensed cars shall be parked or stored on the premises longer than thirty (30) days.
13. - The parking of camper trucks or trailers, house trailers, trucks, commercial vehicles, sporting equipment and/or machinery of any kind shall not be permitted in front drives for periods longer than five (5) days. Parking in frontage street of premises of any of the above mentioned and/or unlicensed cars is strictly prohibited.
14. - No animals, livestock, or poultry of any description shall be released, bred or kept on any lot, except that no more than two adult dogs (each six months of age), cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purpose.
15. - No hotel, boarding house, transient building, factory building, or buildings of any kind for commercial use shall be erected or maintained and no business of any nature may be maintained in any residence or premises on any lot in this subdivision.
16. - No noxious trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done herein which may become an annoyance or nuisance to the neighborhood at large.
17. - Front and side building lines are established as shown on this plat, between which lines and the property lines, there shall be erected and maintained a structure or part thereof.
18. - All sanitary and toilet facilities for this addition shall meet requirements of the Indiana State Health Board. Specifically, no outside toilets shall be permitted on any lot in this addition.
19. - There are strips 6 feet and 12 feet in width as shown on the within plat marked "Drainage and Utility Easements" which are hereby reserved for the use of the Public Utilities Companies, for the installation of mains, ducts, poles, lines, sewers, drains and wires, subject at all times to the authority of the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips. The owners of such lots in this Subdivision, however, shall take their title subject to the rights of the public utilities and to those of the owners of lots in this Subdivision.
20. - These covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded. The right to enforce the said restrictions, limitations, and covenants by injunction is hereby dedicated and reserved to owners of lots in this subdivision, their heirs and assigns, who shall be entitled to sue and defend without being required to join any owner of any kind in any such action or remedy, by or through, any such violation or attempted violation. Said provisions shall be and continue in full force and effect for a period of twenty (20) years from the date of this plat and thereafter unless and until by a vote of the then owners of a two-third majority of the lots in this subdivision, it is agreed to change the covenants in whole or in part. Invalidity of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, PAUL E. STEFFEN and JULIA T. STEFFEN, husband and wife
day of [redacted] 1972.

STATE OF INDIANA
COUNTY OF MARIION

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, PAUL W. STEFFEN and JULIA T. STEFFEN, husband and wife, and DAVID G. CARRINGTON and JOAN W. CARRINGTON husband and wife, (Owners of Lot #10 in this Subdivision), and acknowledged the execution of the foregoing certificate as their voluntary act and deed for the uses and purposes therein expressed.

My commission expires:

KATHERINE R. SCOTTEN
KATHERINE R. SCOTTEN - Notary Public

COMMISSION CERTIFICATE: Under authority provided by Chapter 174 - Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an Ordinance adopted by the Town Board of Trustees of the Town of Westfield as follows:

Approved by the Westfield Plan Commission at a meeting held 197

WESTFIELD TOWN PLAN COMMISSION

President _____
Secretary _____



