2026R-06510
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LAPORTE COUNTY RECORDER
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DECLARATION OF THE MOORE HOMEOWNERS ASSOCIATION

This Declaration (the "Declaration") is made this 23rd day of January, 2026, by The Moore Development Group, LLC, an Indiana limited liability company (the "Declarant").

RECITALS

A. The Declarant intends to develop an Association of residences on the real estate which is the subject of this Declaration; and,

B. The Declarant formed the Association (as defined in Section 1.01 below) on January 16, 2026;

C. The Association, and the real estate subject to this Declaration, shall be subject to the terms of this Declaration; and,

D. The Declarant now records these Declarations to set forth the restrictions, rules and covenants for the Association; and,

NOW, THEREFORE, the Declarant states as follows:

SECTION 1
Definitions

Section 1.01. Association: "Association" or "HOA" shall mean "The Moore Homeowners Association, Inc.", an Indiana domestic nonprofit corporation, whose Articles of Incorporation were filed with the Indiana Secretary of State effective January 16, 2026, and incorporated herein by this reference and made a part hereof. This Association is intended to act as the "Association" under the provisions of Indiana's Homeowners Association Act

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codified at Ind. Code §§ 32-25.5-3, et seq.

Section 1.02. Board: "Board" or "Board of Directors" shall mean the Board of Directors of the Association provided for in the Association's By-Laws, which shall be the governing body of the Association. For a period of not to exceed one (1) year from the date of sale of ninety-five percent (95%) of the Units, the Declarant shall manage the affairs of the Corporation and be the sole voting member of the Board of Directors. The process for the turnover of the Association is contained in the By-Laws for the Association attached hereto as **Exhibit A**.

Section 1.03 Buildings: "Buildings" shall mean the structures shown on the Plans.

Section 1.04. By-Laws: "By-Laws" shall mean the By-Laws of the Association which are attached hereto and marked as **Exhibit A**, incorporated by reference, and made a part hereof.

Section 1.05. Common Areas: "Common Areas" shall mean all portions of The Moore Property designated as such on the Plans as defined in Section 1.05 below. The Common Areas shall be owned by the Association.

Section 1.06. Conservation Easement: "Conservation Easement" shall mean the area marked and legally described as "Conservation Easement" on the Plans, which area is subject to the terms and conditions of a separate document titled "Conservation Easement", which Conservation Easement is by and between the Declarant and the Association, and which Conservation Easement was recorded with the Recorder (as defined in Section 1.15) as Instrument No. 2026R-06509. The land subject to the Conservation Easement may also be referred to as the "Dedicated Open Space".

Section 1.07. Declaration: "Declaration" shall mean this instrument, by which The Moore Property is submitted to the provisions of this Declaration and shall include such amendments to this instrument as from time to time may be adopted. The provisions of this Declaration shall run with the land and be binding on all current and future purchasers of Lots.

Section 1.08. Declarant: "Declarant" means The Moore Development Group, LLC, an Indiana limited liability company, and any mortgagee, successors, assigns designated in writing to have the rights of Declarant hereunder.

Section 1.09. Limited Common Area. The "Limited Common Area" or "Limited Common Areas" is the property owned by the Association but that is designated for the exclusive use of a Unit Owner and is subject to the covenants and rules of the Association. The exterior façade of a Unit including the roof, windows, and doors of a Unit as well as the driveway and the sidewalk from said driveway to the Unit's front porch shown on the plat of each Lot shall be considered Limited Common Areas of the Association. The responsibility for maintenance expenses of Limited Common Areas is set forth in Section 4.07 below.

Section 1.10. Owner, Unit Owner, or Homeowner: "Owner," "Unit Owner" or "Homeowner" shall mean the record owner, whether one or more persons, of a fee simple title to any Unit Lot and Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.11. Person: "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof capable of holding title to real property.

Section 1.12. Plans: "Plans" shall mean The Moore Development PUD Plan, which was recorded with the Recorder as Instrument No. 2025R-02985, and Secondary Subdivision Plat for Tract 1 of the Moore, which was recorded with the Recorder as Instrument No. 2025R-02986, which Plans involve the real estate and all Unit Lots submitted to the provisions of this Declaration, both of which are incorporated herein by this reference as **Exhibit B.**

Section 1.13. Property: "Property" shall mean The Moore real estate subjected to this Declaration, described in **Exhibit B**, all improvements and structures constructed or contained therein or thereon, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Owners, and all easements, rights and appurtenances belonging thereto. The Property may be referred to as "The Moore".

Section 1.14. Public Areas: "Public Areas" shall mean that part of The Moore Property, if any, which the Declarant or the Board of Directors of the Association proposes to dedicate to the City of Michigan City, Indiana and/or the public utilities such as, but not limited to, Michigan City Sanitary District, Michigan City Water Department, Northern Indiana Public Service Company, AT&T Cable, Comcast, Surf Broadband, Verizon, and/or such other utilities as may serve the general public and/or their respective assigns and/or successors in interest, for the public use and benefit and which is depicted on the Plans filed with the Recorder.

Section 1.15. Recorder: The "Recorder" shall mean the La Porte County, Indiana, Recorder's Office.

Section 1.16. Unit: A "Unit" shall mean that part of The Moore Property within one of the Buildings, including all of its rooms, occupying all or part of a floor or floors, intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning a townhouse. Each Unit shall consist of the space enclosed and bounded by the planes defined by the exterior surface of the exterior siding, shingles and to the centerline of the party (demising) walls, as built or as shown on the building plans, including the fixtures and improvements located wholly within the boundaries and including the structural parts of the buildings. The Units are described in Section II of this Declaration.

Section 1.17. Unit Lot or Lot: "Unit Lot" or "Lot" shall be the Lot conveyed to an Owner per this Declaration, the boundaries of which are shown on the Plans that are on file with the Recorder, attached as **Exhibit B**.

Section 1.18. Total Common Expenses: "Total Common Expenses" means the expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Area and replacement of the Limited Common Area as defined in Section 4.07, plus expenses that the Association incurs concerning some portions of each Owner's Lot and Townhouse Unit. There are two (2) components that make up the "Total Common Expenses" as set forth in Section 4.07 below. The first component is the

"Equally Shared Common Expenses" that are due and payable in equal shares by the Owners, regardless of the size of a Unit; each Owner of a Unit in Tract 1 is liable for a one-sixteenth (1/16th) percentage of the Equally Shared Common Expenses. The second component is the "Pro-Rata Common Expenses" that are due and payable by the Owners in proportion to the percentages set forth in **Exhibit C** attached hereto that reflect the different sizes of the Units (if any size difference exists between Units) compared to the total square footage of the Units in a given Tract. The Equally Shared Common Expenses added to the Pro-Rata Common Expenses equals the total amount of the Total Common Expenses.

Section 1.19. The Moore: "The Moore" means the real estate development as shown on the Plans, consisting of Tract 1 and, if expanded, Tract 2.

Section 1.20. Tract: A "Tract" means one of the two phases of The Moore as shown on the Plans.

Section 1.21. Tract 1: "Tract 1" means the first phase of the Moore as shown on the Plans, which consists of sixteen (16) Units.

Section 1.22. Tract 2: "Tract 2" means the second phase of the Moore as shown on the Plans, which, if expanded as planned, consists of Twenty-Four (24) Units. As of the date of this Declaration, Tract 2 is not yet subject to this Declaration.

SECTION 2
Property and Units

Section 2.01. Unit Lot; Description and Ownership: The legal description of each Unit Lot shall consist of the identifying number or symbol of such Unit Lot shown on the Plans. Every deed, lease, mortgage or other instrument may describe a Unit Lot by its identifying number or symbol as shown on the Plans, and every such description shall be deemed good and sufficient for all purposes. The acceptance of a deed, lease or mortgage as to any Unit Lot by any person or persons shall constitute the acceptance and ratification by the same of this

Declaration, the By-Laws and all existing or future rules and regulations of the Board. Each Unit Lot shall consist of the real estate and the Unit as described in Sections 1.16 and 1.17 of this Declaration. No Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause a Unit Lot to be separated into any tract or parcel different from the whole Unit Lot as shown on the Plans. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, in accordance with the actual existing construction. In such cases, permanent easements for exclusive use shall exist in favor of the Owner of each Unit Lot in and to such space lying outside the actual boundary line, but within the corresponding wall, floor or ceiling surfaces of the Unit Lot. Any equipment relating to the air conditioning system of any Unit Lot which is situated outside the boundaries of the Unit Lot hereinabove defined shall be a part of such Unit Lot.

Section 2.02. Certain Structures Not Constituting Part of Any Unit: No Owner shall own any pipes, wires, cables, ducts, conduits, chimneys, public utility lines or other structural components running through that Owner's Unit Lot if they serve more than one Unit, whether or not such items shall be located in the floors, ceiling, perimeter or interior walls of the Unit, except as a tenant-in-common with all other Owners.

Section 2.03. Encroachment and Easements for Common Areas: If, by reason of the location, construction settling, or shifting of a Building, the Common Areas encroach upon a Unit, then in such event, an easement shall be deemed to exist and run to the Association for maintenance, use and enjoyment of such Common Areas.

Section 2.04. Real Estate Subject to this Declaration: The real estate subject to this declaration is the real estate that comprises Tract 1 of The Moore as shown and described on the Plans attached hereto as **Exhibit B**.

Section 2.05. Initial Declaration: The Association will be expandable. It is anticipated that the development will occur in two (2) phases – Tract 1 and Tract 2 – with Tract 1 being comprised of sixteen (16) Units and Tract 2 being comprised of twenty-four (24) Units per **Exhibit B**. In the event the Declarant chooses not to complete both phases or fails to complete any phase within ten (10) years, the Declarant will retain title to such real estate and it will not be subject to these Declarations. Each phase shall not be deemed to be a part of the Association or subject to these Declarations the Declarant records the same with the Recorder.

Section 2.06. Tract I and Subsequent Phases: Tract 1 is hereby dedicated to the HOA by the Declarant. Tract 1 consists of sixteen (16) Unit Lots and the dedication of that real estate including the Common Area, Limited Common Area, and Conservation Easement is described on **Exhibit B**. Tract 2, if expanded and added to the Association by the Declarant, is also depicted on the Plans attached as **Exhibit B**.

SECTION 3
Common Areas

Section 3.01. Description of Common Area: For purposes of this Declaration, the "Common Areas" are designated as such on the Plans filed with the Recorder and attached to these Declarations. The Common Areas are owned by the Association and consists of all property of the Association not owned by a Unit Owner including, but not limited to, utility services, such as electric, gas, water, sewer, phone and cable TV, and in general, all apparatus and installations existing for common use. The Association's ownership of the Common Areas does not mean that the Association is responsible to maintain, repair and replace all portions of the Common Areas. Section 4.02 below describes the Association's duties concerning the Common Areas.

Section 3.02. Description of Limited Common Areas:

A. Limited Common Areas are described in Section 1.09 above. The Owner shall have exclusive use and possession of the Limited Common Areas associated with such Owner's Unit Lot, but such Limited Common Areas are subject to the Association's rights of access for replacement as well as the covenants and rules of the

Association.

B. Parking, Driveways, Patios and Yards: If any portion of an Owner's patio(s) or sunroom is located outside the boundaries of the Owner's Lot and thus extends onto the Common Areas or Limited Common Areas as shown on the Plans, an easement for recreational use, ingress and egress is hereby declared, upon that portion of the Property for the benefit of such Owner. All public and quasi-public vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the driveways, parking lots and walkways as part of the Common Areas.

Section 3.03. Ownership of Common Areas: The Association shall own the Common Areas. Each Owner shall have a non-exclusive easement to use and enjoy the Common Areas, including the right to use the Association's Common Areas for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with each Unit Lot.

SECTION 4
General Provisions as to a Unit and Common Areas

Section 4.01. Use of the Common Areas: Each Owner shall have the right to use the Common Areas in conjunction with all other Owners, as may be required for the purpose of ingress and egress to, and use, occupancy, and enjoyment of, the respective Unit owned by each Owner. Such rights shall extend to the Owner and the members of such Owner's immediate family and guests and other occupants and visitors. The use of the Common Areas and the rights of Owners with respect thereto shall be subject to and governed by this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations of the Association.

Section 4.02. Maintenance of Common Areas – Equally Shared Common Expenses:

A. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas shall be the responsibility of the Association through its Board.

B. Each Owner shall pay to the Association that Owner's equal share of the expenses of maintenance, repair, replacement, insurance, administration and operation of the Common Areas and the Association with such expenses being hereinafter referred to as "Equally Shared Common Expenses". The Equally Shared Common Expenses shall include, but are not limited to, expense of administration of the Board and Association, snow removal, general maintenance and repair of certain portions of the Common Areas as described in this Declaration, rental of fire hydrants (if applicable), lawn care, landscaping for the Lots and the Common Areas, and other Association expenses. Payment shall be at such times as may be provided by the By-Laws or rules and regulations of the Association. Each Owner shall be personally liable for the payment of all Assessments levied to cover the costs of the Total Common Expenses (which includes the Equally Shared Common Expenses and the Pro-Rata Common Expenses) and all other charges. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. In the event of the failure of an Owner to pay his or her share of the Total Common Expenses when due, the amount shall constitute a lien on the interest of such Owner in the Property. A notice of lien for unpaid assessments may be filed and foreclosure suit brought by the Board in the same manner as provided by statute governing mechanics' and materialmen's liens and the Board shall, in addition to all other remedies available at law or in equity, be entitled to collect prejudgment interest at the maximum rate allowed by law, and the reimbursement of all costs, including reasonable attorney fees, incurred in collecting any delinquency and/or pursuing foreclosure upon any liens. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover an Assessment, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the Unit, not only the delinquent Assessments, but also all interest, all court costs, all costs of collection, charges, fees and expenses incurred by the

Association with respect to such collection effort or action and reasonable attorney's fees. Abandonment of a Unit, Unit Lot, or non-use of the Common Areas by an Owner shall not relieve such Owner from the obligation to pay that Owner's proportionate share of the Total Common Expenses.

C. In addition to the kinds of expenses described in the paragraph above, a portion of the Pro-Rata Common Expenses shall be designated for a capital expenditure reserve fund (the "Capital Reserve Fund") for the long-term replacement of those items for which the Association is responsible as described in Section 4.07 below, and shall be set aside and maintained in separate interest bearing account with a bank and/or savings and loan association authorized to do business in Indiana. On an annual basis, the Board of Directors shall determine the appropriate amount of funding to the Capital Reserve Fund after taking into account the components of the Property for which the Association is responsible, the estimated remaining useful life of each such component, and the anticipated future costs that the Association will incur. The Capital Reserve Fund shall provide for the long-term replacement fund for the capital improvements for which the Association is responsible.

Section 4.03. <u>Easements</u>:

A. <u>Easements for Utilities</u>: All public utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes, lines and wires, and other equipment into, over, under, along, and on any portion of the Common Areas for the purpose of providing the Property with utility services, together with the reasonable right of ingress and egress to the Property for said purpose. However, nothing herein shall permit the installation of sewers, electric lines, gas lines, water lines, or other utilities, except as initially designed or approved by the Board. By virtue of this easement, the cable television, electric, and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain television, electric and telephone lines, wire, circuits, and conduits on, above, across, and under the roofs and exterior walls of the buildings. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along, and on any portion of said Common Areas, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any and all pipes, wires, ducts, conduits, chimneys, public utility lines or structural components running through the walls of any Unit, whether or not such walls of any Unit, whether or not such walls lie, in whole or in part, within the Unit Lot boundaries.

B. Conservation Easement: As part of the Plans, there is a Conservation Easement whereby the Dedicated Open Space may be used by the Declarant, the Board, the Association, and Unit Owners for pedestrian traffic, gardens, rest areas (including benches), and other activities that do no harm to the natural, scenic and open condition of the Dedicated Open Space. No permanent structures can be placed upon the Dedicated Open Space and no vehicular traffic (including automobiles, motorized cycles, scooters, ATV vehicles, or other motorized devices) shall be permitted on the Dedicated Open Space. Sledding, sliding, skiing and similar activities may be permitted on the Dedicated Open Space only so long as the Board determines that such activity does no harm to the Dedicated Open Space or otherwise does not violate the spirit of the Conservation Easement, and subject to any rules and regulations adopted by the Board governing use of the same. The recorded Conservation Easement is attached hereto as **Exhibit D**.

C. Easements to Run with Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect.

Section 4.04. Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Lot. If any real estate taxes are levied on any portion of the Common Areas owned by the Association, the Association shall pay the same and such costs will be part of the Equally Shared Common Expenses of the Association.

Section 4.05. Utilities: Each Owner shall pay for the internet, telephone, cable TV, sewer, water, electricity, gas, trash, recycling, and other utilities which are individually metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Equally Shared Common Expenses, unless otherwise determined by the Board.

Section 4.06 Insurance: Each Owner shall be totally responsible for maintaining casualty and liability insurance on the Owner's Unit and the Unit Lot, including the Unit contents, and for additions and improvements thereto, and decorating and furnishing, and personal property therein, and for personal property stored elsewhere on the Property and for personal liability insurance as it relates to the individual's Unit Lot. The Association is NOT responsible for insuring the individual Owners' Unit or UnitLot. The Unit Lot Homeowner's policy shall cover the entire structure including the roof of the Unit. The Owner and his or her insurance company shall always be required to return a damaged structure to its original pristine state and shall name the Association as a secondary insured. A cash settlement in lieu of replacement is not an option unless approved by the Board. Each Owner hereby waives and releases any and all claims which the Owner may have against any other Owner, the Board, its officers, members of the Board, the Declarant, the manager and managing agent of the building, and their respective employees and agents, for damage to the Common Areas and Facilities, the Units or Unit Lots, or to any personal property located in the Units or Common Areas and Facilities caused by fire or other casualty.

Section 4.07. Maintenance, Repairs and Replacements of Units:

A. By the Association – Equally Shared Common Expenses:

i. The Association, as part of the Equally Shared Common Expenses, shall be responsible for the routine and ordinary maintenance, repair, and replacement of streets/roadways (and related lights and signs) and sidewalks (if any) which are not associated with the Limited Common Area of a specific Owner, monument signs at the entrance(s) of The Moore and any related electrical, irrigation systems and any related electrical, and common area site drainage systems.

j. The Association also shall be responsible for the landscaping on the Lots and Common Areas (to include mowing, trimming, fertilization, and plantings), gutter cleaning, and snow removal from all concrete surfaces (except for rear patios), all to the extent and frequency deemed desirable by the Board of Directors, with all such costs being a part of the Equally Shared Common Expenses.

k. The Association shall provide an Owner with a Mailbox in a designated spot in the Common Area as chosen by the Association.

l. The Association also shall be responsible for preserving and maintaining the Dedicated Open Space, consistent with the terms of the Conservation Easement.

B. <u>By the Association – Limited Common Area Expenses</u>:

i. As part of the Pro-Rata Common Expenses, the Association is responsible for the long-term replacement, but not maintenance and repair, of the: shingles and roof underlayment (exclusive of plywood decking) of the Units' facias and soffits, exterior siding, gutters and stone veneer of a Unit. As shingles are replaced by the Association on a Unit(s), plywood and trusses may also be replaced at the individual Owner's expense if deemed necessary by the HOA in consultation with the contractor performing the work. The wall sheathing is specifically excluded in the Common Area. The expenses associated with the repair and replacement of individual Unit Lot driveways and sidewalks up to the street curb line, patios and curbs serving the individual Unit Lots are specifically excluded as an Association expense. The maintenance, repairs and replacements of the driveways to the curb line, the sidewalk from said driveway to the Unit's front porch, the front porch, the rear patio, and the sunroom will be the responsibility of each Unit Owner on such Owner's Lot. In the event the Association requests, in writing, a Unit Owner to repair a driveway, sidewalk or other portion of the Limited Common Area and the Unit Owner fails to do so, the HOA may undertake the repair and then request reimbursement from the Unit Owner for such repair or cause the HOA to file a lien on such Unit Owner's Lot until the HOA is reimbursed for such repair.

ii. In addition to the long-term replacement of the exterior siding and roofs at the end of their useful life, the Board of Directors shall have the discretion to have the siding of a Unit painted at such intervals as the Board deems best for the community, and such cost will be borne by the Association and may be paid by the HOA from the Capital Reserve Fund as deemed appropriate by the Board together with any Special Assessments that the Board of Directors may need to levy against all Owners to cover any shortfalls of those capital reserve funds.

C. By the Owner:

i. Except to the extent provided by the Association as described in Sections 4.07(a) and 4.07(b) immediately above, each Owner shall be obligated to maintain and keep in good order and repair and replace ALL OTHER PORTIONS of that Owner's Unit (interior and exterior) and Unit Lot, including the Owner's driveway, sidewalk from said driveway to the Unit's front porch, the front porch, the rear patio, and the sunroom. Each Owner is responsible for routine, normal maintenance, upkeep and repairs of the roof's shingles, the facias and soffits, and the exterior siding and stone as well as caulking, tuck pointing and sealing of the windows, screens and frames. Maintenance or replacement of any drainage pipes from roof downspouts or for the sanitary sewer is the sole responsibility of the Unit Owner.

ii. The Board at its discretion may choose to hire an inspecting engineer or contractor to assess whether any Units require maintenance. These items may include but are not limited to caulking at windows or siding, wall or roof flashings, etc. The Board will then provide the report to the individual owners and such report will detail the maintenance items to be completed at the individual Unit Owner's expense. This inspection is not required and if the Board chooses not to undertake such inspections, the Association shall not be liable for such maintenance.

Section 4.08. Negligence of Owner: If, due to the act or omission of an Owner, the Owner's guests, invitees, or third parties, other than the invitees, contractors, employees or agents of the Association, or due to casualty use or acts of other parties than the agents, employees or contractors of the Association, or of a member of the Owner's family or household pet, or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas, or maintenance, repairs or replacements shall be required which would otherwise be any part of the Total Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the board, subject to the rules, regulations and By-Laws of the Board. The Unit Owner will also apply the proceeds received from any casualty and liability insurance policy covering the Unit as provided in Section 4.06 outlined herein.

Section 4.09. Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Areas, then the use thereof by the individual Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent of the Association, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Areas, or any equipment, facilities or fixtures affecting or serving other Units or the Common Areas.

Section 4.10. Alterations, Additions and Improvements: No alterations of any Common Areas or Limited Common Areas including any exterior of a Unit or any Unit Lot, or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board. An Owner painting the exterior of a Unit, without the prior written approval of the Board, would be considered an alteration that is prohibited under this subsection.

Section 4.11. Design Control: The repair or reconstruction of any Building or other structure (whether containing Units or not) by virtue of a casualty loss shall, to the extent possible, conform to the original design and architecture of the Buildings contemplated by the Plans.

Section 4.12. Leasing of a Unit: Nothing in this Declaration shall be interpreted as prohibiting an Owner from leasing the Owner's Unit to any person, provided the leasing of the same is permitted by the City of Michigan City, Indiana (the "City") and consistent with any rental ordinance in effect by the City at any given time, if any, as well as the terms of this Declaration and any rules or regulations of the Association as they are adopted from time to time. Despite entering into a lease agreement, the Owner shall remain primarily liable for any assessment made by the Board as well as any breach of this Declaration or the rules and regulations of the Association. Any Owner who wishes to lease his Unit shall give to the Board not less than ten (10) days prior written notice of his intent to lease, together with a copy of such lease. The provisions of this restriction shall not apply to the Declarant who may rent or lease model units free of the restrictions set forth herein until such date as the Declarant conveys the Unit to a third party.

SECTION 5
Covenants and Restrictions as to Use and Occupancy

Section 5.01. Covenants and Restrictions: The Unit Lots and Common Areas shall be occupied and used as follows:

A. Purpose: No part of the Property shall be used for any other use than residential housing and related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family or such other uses permitted by this Declaration, and for no other such purpose. No more than six (6) permanent occupants may reside in any single Unit.

B. No Exterior Landscaping. A Unit Owner may not do any exterior landscaping given the Association is responsible for landscaping on the Lots and Common Areas (to include mowing, trimming, fertilization, and plantings). A Unit Owner may, however, have potted plants on a Unit's porch or within an Owner's Limited Common Area.

C. No Flags. No outdoor flags are permitted, nor may any flags be displayed on the inside of a Unit if such flag would be visible outside the Unit.

D. Outdoor Grills and Open-Flame Cooking Devices. The use of outdoor grills and other open-flame cooking devices are permitted on a Unit's patio.

E. Window Treatments. Only items specifically built or designed to be window treatments may be used as a window treatment in a Unit (for example, curtains, drapes, blinds, shades, etc.). Things that are not built or designed to be window treatments, including but not limited to things such as blankets, sheets, or plastic, are expressly prohibited.

F. Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Areas which would increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in a Unit, or in the Common Areas which would result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Areas.

G. Exterior Exposure of Buildings: Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Units, or in the Common Areas that would require nails or permanent hangers to be affixed to the structure or outside a unit. No sign, awning, canopy, pergola, shutter, radio or television antenna, satellite dish, or wind chime shall be affixed to or placed upon the exterior walls or roof, or any part thereof, or in the yard outside of the unit without the prior written consent of the Board. Real estate "For Sale" and "For Rent" signs in windows or on a Building are specifically prohibited. Yard decorations, concrete or otherwise, shall not be placed in areas that are professionally maintained without Board approval. No plantings of trees, flowers or other vegetation is permitted without Board approval.

H. Laundry or Rubbish: No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas or the Owner's Lot. The Common Areas shall be kept free and clear of rubbish, debris and other waste.

I. Trash, Yard Waste, and Recycling Receptacles/Cans. All trash, yard waste, and recycling receptacles/cans must be kept inside a Unit's garage except during the following timeframe surrounding pickup: 4:00 p.m. on the day before pickup through the end of the trash/yard waste/recycling pickup day. All trash and recycling receptacles/cans must be the ones provided by the applicable utility/service provider.

J. Prohibition of Items in Common Area. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior written consent of the Board, except as herein expressly provided. This includes, but is not necessarily limited to the following:

i. No owner may store, park or erect storage/tool sheds or store or park boats, kayaks, floatation devices, fish cleaning stations, motorcycles or recreational vehicles on a Lot or in the Common Areas. Hot tub units for individual Units are permitted so long as they are placed on the existing patio slab of the Unit.

ii. There shall be no parking of baby carriages, playpens, bicycles, wagons, vehicles, toys, benches, storage bins, storage of any kind or chairs on any part of the Common Areas. In addition, there shall not be any playground and or lawn and garden equipment kept, stored, or maintained outside of a Unit.

iii. Animals: No birds, animals, insects, livestock, or poultry shall be raised, bred or kept in any Unit or in the Common Areas except that a maximum of three (3) dogs, cats, or other domestic household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided they are not kept or maintained for any commercial breeding or showing purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board. Excessive barking and dogs that display vicious or aggressive tendencies are prohibited. Pets permitted by this paragraph shall not be allowed to roam free or be tied and confined by rope, cable or chain in the Owner's Lot or any portion of the Common Areas. All pets permitted by this paragraph shall be restrained by an appropriate leash or cage when out-of-doors. Owners shall be required at all times to pick up all pet droppings immediately after placement, whether on the Owner's own Lot, another Owner's Lot, or the Association's Common Areas, and then dispose of the same in a trash can or receptacle, and the Association may issue penalties or fines for violations of this rule.

iv. Prohibition on Burning: No trash, leaves, or other materials shall be burned inside or outside of the Unit.

v. Firewood. No firewood may be stacked outside of a Unit.

vi. Firearms and Fireworks. No fireworks or firearms shall be lit, discharged, or shot anywhere on the Property. No hunting is allowed anywhere on the Property.

vii. Holiday Decorations: Any holiday Decorations - including but not necessarily limited to St. Patrick's Day, Easter, Fourth of July, Labor Day, Halloween, Thanksgiving, Christmas, and or any other holiday where an Owner desires to display decorations – may be displayed up to thirty (30) days before the holiday and shall be removed within fifteen (15) days following the holiday.

viii. Exterior Lights. No exterior lights shall be erected or maintained except as provided by the Association.

ix. Yard and Garage Sales. No yard sales or garage sales are permitted.

x. Nuisances. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Areas; nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.

xi. Noise.

i. While absolute silence is not achievable, Owners are expected to be considerate of their neighbors twenty-four (24) hours a day, seven (7) days a week. Reasonable living noises are expected. An individual's right to quiet enjoyment, including the ability to study, sleep, and relax peacefully, takes precedence over the right to make noise. In cases of dispute, the Association reserves the right to determine what constitutes reasonable noise levels.

j. To promote a peaceful living environment, "Quiet Hours" are established for The Moore from 10:00 PM to 7:00 AM. During Quiet Hours, Owners, as well as their guests and invitees, shall refrain from any activities that generate excessive noise that can be heard beyond the boundaries of their Unit Lot, or that may disturb the peace and quiet of other Owners. This includes, but is not limited to: operating loud appliances, playing musical instruments or amplified sound systems at excessive volumes, engaging in loud conversations, or performing any activity that creates a disruptive noise level.

k. Parking Restrictions:

i. No overnight vehicular parking shall be permitted on any street/roadway designated on the Plans. Such parking is permitted on a limited basis for the Owners and their guests, but vehicles shall not remain parked from dusk to dawn. Overnight parking is permitted in a Unit Owner's driveway as well as the designated parking spaces on the Property, provided however, that a vehicle may not be parked in the same spot for more than fourteen (14) consecutive days.

j. No Owner shall permit a boat, camper, recreational vehicle, or commercial truck (that is, one with commercial/business markings or used for commercial/business activities) to be parked anywhere on the Property, except within a Unit's garage.

k. All parking must be on paved surfaces; no parking allowed in lawn areas. An Owner shall have more than three (3) vehicles parked in the Common Area (which includes the Owner's driveway), provided however, that the Board may establish a process or procedure whereby an Owner may purchase either a temporary or permanent "pass" for additional vehicles.

l. All vehicles parked on The Moore Property must have a current registration. If a vehicle does not have a current registration, it must be parked in a Unit's garage.

m. Impairment of Structural Integrity of Building: Nothing shall be done in any Unit, in, on or to the Common Areas which will impair the structural or acoustic integrity of a Building or which would structurally change the Building except as is otherwise provided herein. No Owner shall overload the electric wiring in a Building, or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an annoyance or nuisance to the other Owners or occupants.

n. Prohibited Activities and Signs: Except as set forth below, no industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window unit displays, vehicle signs or yard displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein. Home occupations are permitted so long as they strictly comply with all applicable laws and ordinances and they do not create a nuisance or annoyance for other residents.

o. Alterations of Common Areas: Nothing shall be altered or constructed in or removed from the Common Areas except upon the written consent of the Board.

p. Rentals: Rentals of a Unit shall be consistent with any rental ordinance in effect by the City at any given time, if any, as well as terms of this Declaration and any rules and regulations adopted by the Association. By way of example, if the City permits short term rentals, then a Unit may be rented consistent with what the City permits. On the contrary, if the City restricts short term rentals or any other rentals, in any way, then the renting of a Unit shall be subject to the same restriction(s). In the event of a violation of this covenant and restriction, the Association may seek any action at law, including a Claim for Eviction, and the owner will be subject to all expenses incurred by the Association, including Attorney's Fees.

SECTION 6
Insurance

Section 6.01. Liability Insurance. The Association shall purchase a master comprehensive general liability insurance and property and casualty policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Areas, including the Conservation Easement, public ways, and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be an Equally Shared Common Expense.

Section 6.02. Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as an Equally Shared Common Expense by the Association. Any management agent (if any) that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) year's assessments on all Units in the The Moore, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason.

Section 6.03. Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including director's and officer's liability insurance. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any management agent acting on behalf of the Association. The premiums for all such insurance coverage shall be an Equally Shared Common Expense.

Section 6.04. Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the

Association, for damage or destruction to the Owner's Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 6.05. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Areas actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency in equal amounts.

Section 6.06. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve in its Capital Reserve Fund or may be used in the maintenance and operation of the Association. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any right against any Owner for committing willful or malicious damage.

SECTION 7
Party Walls

Section 7.01 General Rules of Law to Apply. Each wall built as part of the original construction of a Unit and situated upon the dividing line between two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 7, the general rules of law regarding party walls and liability of Owners for property damage due to negligence or willful acts or omissions in connection with party walls shall apply thereto.

Section 7.02 Sharing of Repair and Maintenance and Destruction. If any party wall is damaged or destroyed by (i) fire or other casualty, or (ii) ordinary wear and tear and deterioration from lapse of time, or (iii) or by some cause other than the act of one of the adjoining Owners, its agents, family, household or guests, then both adjoining Owners shall proceed forthwith to rebuild or repair the structural components of such party wall, sharing equally the cost thereof, and each individual Owner shall proceed forthwith to rebuild or repair the non-structural components of such wall in proportion to their respective uses of the party wall. Any and all such reconstruction and/or repairs shall be completed immediately to the extent that the failure to commence and/or complete such reconstruction and/or repairs would result in an immediate risk to human health and/or safety. All other reconstruction and/or repairs shall be completed within three (3) months following the casualty or other event that damaged or destroyed such party wall, unless a longer period of time is approved in writing by the Association. If a party wall is in a condition that is of such a nature that it has or will (if left uncorrected) result in further damage or destruction of such party wall, the reconstruction and/or repairs shall be completed within a reasonable time, not exceeding six (6) months following the initial discovery of the condition. Any and all such reconstruction and/or repair shall be made in a good and workmanlike manner, in compliance with all requirements of applicable state and local governing authorities and otherwise in compliance with all applicable laws, ordinances, rules and regulations, to the same or better condition as existed prior to such condition, damage or destruction. However, in the event of substantial destruction to the party wall and adjoining Unit(s), that is, where eighty percent (80%) or more of the party wall and the adjoining Unit(s) are destroyed by fire or otherwise), neither Owner shall be obligated to repair or restore the party wall. Each Owner shall have an easement over that part of the other Owner's Lot that is necessary or desirable in order to repair, restore or replace the party wall.

Section 7.03 Repairs for Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one or more adjoining Owners, or their respective agents, families, households or guests (collectively the "Offending Parties"), whether or not such act is negligent or otherwise culpable, so as to deprive another adjoining Owner of the use and enjoyment of the party wall, then the Owner(s) of the Unit(s) from whence the Offending Parties committed the act that caused the damage or destruction, shall forthwith proceed to rebuild and repair the same, in the manner required under Section 7.02 above, without cost to the adjoining Owner.

Section 7.04 Use; Other Changes. Either Owner shall have the right to use the side of the party wall facing the Owner's Unit in any lawful manner, including attaching structural or finishing materials to it; however, in addition to meeting the other requirements of this Declaration and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild its Unit in any manner which involves the alteration of any party wall shall first obtain the written consent of the adjoining Owner, whose consent shall not be unreasonably withheld, conditioned or delayed. If the adjoining Owner has not responded in writing to the requesting Owner within twenty-one (21) days of its receipt of any such written request, given by registered or certified mail, return receipt requested, such consent of the adjoining Owner shall be deemed to have been given.

Section 7.05 Right to Contribution Runs with the Land; Failure to Contribute. The right of any Owner to contribution from any other Owner under this Section 7 shall be appurtenant to the land and shall pass to such Owner's successors in title. If either Owner shall neglect or refuse to pay the Owner's share under this Section 7, or all of the cost in case of the negligence or willful misconduct of such Owner, the other Owner may have the party wall repaired or restored and shall be entitled to have a mechanic's lien on the property of the Owner failing to pay for the amount of its share of the repair or replacement cost.

Section 7.06 Dispute. In the event of a dispute between or among Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute and whose decision shall be final.

SECTION 8
Remedies for Breach of Covenants, Restrictions and Regulation

Section 8.01. Abatement and Enjoinment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default or any covenant, By-

Law or provision contained herein, shall give the Board the right in addition to the rights set forth below:

A. To enter the Unit, Lot, or Property, as applicable, upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and,

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

C. The Board shall be entitled to recover from a defaulting Owner, other than the Declarant, reasonable attorney fees and costs incurred in pursuing any of the remedies set forth in this paragraph.

SECTION 9
The Homeowners Association

Section 9.01 Association of Owners: In order to provide for the maintenance, repair, replacement, administration and operation of the Property, there has been created a nonprofit corporation, The Moore Homeowners Association, Inc., whose membership shall be comprised of and limited to Owners. The Association shall have one class of membership. All members of the Association shall abide by the rules and regulations of the Association. Each Owner shall be a member of the Association, but membership shall terminate when such member ceases to be an Owner.

Section 9.02 Board of Directors: The Association shall elect a Board of Directors in accordance with and as prescribed by its By-Laws. The number of Directors and their terms shall be set forth in the Association's By-Laws.

Section 9.03 Indemnity to Board Members: The Declarant and the members of the Board and the officers thereof shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Association shall indemnify and hold harmless each such member or officer against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration, or in violation of any resolution adopted by the Owners or Board of Directors. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Owner arising out of any contract made by such members, or officers, or out of the aforesaid indemnity, shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Areas and Facilities bears to the total percentage of all the Owners in the Common Areas and Facilities. Each agreement made by such members or officers on behalf of the Association shall be executed by such members or officers on behalf of the Association as agents for the Association or for the Board.

Section 9.04 HOA Release of Claims Against Declarant: The Association and its Owners understand that any claims regarding the construction of the Units are governed by each individual Owner's contract with the builder of such Unit. The Declarant will provide the HOA, prior to turnover, sufficient time that if the HOA desires to have an inspection of any of the Common Areas prior to turnover of the Association from the Declarant to the HOA. The Declarant will also provide the HOA prior to the turnover of the Association from the Declarant to the Owners, financial records indicating the balance for the Capital Reserve Fund as well as general accounts used for the Association. Accordingly, the HOA, upon turnover from the Declarant to the Association as provided in these Declarations and the attached By-Laws, does hereby agree to release any claims against the Declarant relating to the physical condition of the Common Areas of the Association, any financial matters relating to the accounts, including the Capital Reserve Fund of the Association, as well as any other matter regarding the operation of the Association prior to and as of the date of the turnover of the Association to the Owners. If any claims relating to the Association, including those against the Declarant, must be pursued through the Grievance Resolution Procedure set forth in

Section 12 below.

SECTION 10
Amendments

Section 10.01 Amendments to Declaration:

A. Until such date as ninety-five percent (95%) of the Units have been sold by the Declarant, the Declarant may amend, change or modify these Declarations by sending notice of such amendments to all Unit Owners and by recording same with the Recorder.

B. After the appointment of the first Board of Directors from the Unit Owners by the Declarant per the By-Laws of the Association, the provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, upon a vote by the Owners having at least three-fourths (3/4) of the total Owners and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed or emailed to such owners, not less than ten (10) days prior to the date of such written notice. Such change, modification or rescission shall be effective upon recording with the Recorder. After the Declarant has turned over the Association to the Owners pursuant to this Declaration and the By-Laws, no amendment to this Declaration shall be adopted which changes the percentage interest with respect to any Unit without the approval of all Owners except such changes as are recorded by the Declarant as set forth above.

Section 10.02 Supplemental Declarations by the Declarant: Subject to limitations contained in this Declaration, the Declarant reserves the right, and is hereby granted the consent of each Owner, to execute and record supplemental declarations as amendments to this Declaration until such time as the first meeting of the members of the Association is held pursuant to Section 3 of the Association's By-Laws.

SECTION 11
Construction of Declaration

Section 11.01 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a fine quality residential development.

Section 11.02 Severability and Waiver: The provisions of this Declaration shall be severable, and no provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision, this Declaration shall not be interpreted and enforced as if all invalid provisions were not contained therein. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 11.03 Number and Gender: The use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Declaration may require interpretation and enforcement.

SECTION 12
Grievance Resolution Procedures

Section 12.01. Grievance Resolution Procedures. Effective July 1, 2015, Indiana enacted a set of statutes that require many disputes involving an Indiana homeowners' association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code § 32-25.5-5. To comply with the spirit and intent of that statute, all Members (Unit Owners) of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving Units and Owners in The Moore and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures (for example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.) The Unit Owners also agree to follow this procedure in the event of any dispute by and between a Unit Owner(s) and the Declarant regarding any claim or cause of action, including those related to the Association, and any claim relating to these Declarations and By-Laws.

[SIGNATURE PAGE FOLLOWS]

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The Declarant has caused this Declaration to be executed this 23rd day of January, 2026.

DECLARANT:

The Moore Development Group, LLC

By Anthony Macri

Anthony Macri, Trustee of the
Anthony Macri Revocable Trust
dated June 11, 2021, Member

STATE OF INDIANA, COUNTY OF LA PORTE, SS:

Before me, the undersigned, a Notary Public, this 23rd day of January, 2026, came **Anthony Macri, Trustee of the Anthony Macri Revocable Trust dated June 11, 2021, as Member of The Moore Development Group, LLC**, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial seal this 23rd day of January, 2026.

NOTARY PUBLIC SEAL STATE OF INDIANA
ANTHONY NOVAK
My Commission Expires
November 16, 2030
Commission Number NP0660582
La Porte County

Anthony G. Novak, Notary Public

DECLARATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

/s/ Anthony G. Novak

THIS INSTRUMENT PREPARED BY: Anthony G. Novak, of Newby, Lewis, Kaminski & Jones, LLP, 916 Lincolnway, La Porte, Indiana 46350.

EXHIBIT A

By-Laws of

The Moore Homeowners Association, Inc.

CODE OF BY-LAWS OF
The Moore Homeowners Association, Inc.

The Moore Homeowners Association, Inc., Inc. (the "Association"), by its Board of Directors, and states as follows:

RECITALS

A. The residential community in La Porte County, Indiana commonly known as "The Moore" was established upon the recording of certain instruments with the La Porte County Recorder's Office (the "Recorder"); and

B. These By-Laws for The Moore Homeowners Association, Inc., dated January 23, 2026, are a part of the Declaration of The Moore Homeowners Association, Inc., an Indiana Homeowners Association formed with the Indiana Secretary of State on January 16, 2026.

SECTION 1
NAME

1. Name. The name of this corporation is The Moore Homeowners Association, Inc. (hereinafter referred to as "Association").

SECTION 2
IDENTIFICATION & APPLICABILITY

1. Identification and Adoption. The provisions of these By-Laws shall apply to The Moore community (sometimes referred to in these By-Laws as the "Neighborhood") and the administration and conduct of the affairs of the Association.

2. Individual Application. Each of the Owners within the Neighborhood shall

automatically and mandatorily be Members in the Association and be entitled to all the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Unit Lots (hereafter referred to simply as "Lots"), covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Declarations and these Bylaws of "The Moore Homeowners Association, Inc." All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, the Indiana Homeowners Association Act (the "HOA Act"), and the mandatory provisions of the Indiana Nonprofit Corporation Act of 1991 (the "Nonprofit Act"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference. All the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of the Articles of Incorporation and these By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Articles of Incorporation and these By-Laws, and reference is specifically made to Section I of the Declaration containing definitions for terms, unless otherwise indicated herein.

SECTION 3
MEETINGS OF THE ASSOCIATION

1. Purpose of Meetings. The affairs of the Association will be under the exclusive control of the Declarant who shall act as the sole voting member of the Board of Directors until such date as ninety-five percent (95%) of the Units in the Association are sold by the Declarant, or such time as the Declarant turns over the control of the Board of Directors of the Association per Section 4 of these By-Laws. After the first annual meeting of the Association as set forth in Section 4.1 below, the members shall meet annually. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Members shall be held for the purpose of electing the Board of Directors, reviewing and approving the annual budget, and for such other purposes as may be required by the Declaration, these By-

Laws, the Articles of Incorporation, the HOA Act, or the Nonprofit Act.

2. Annual Meeting. The annual meeting for the Members of the Association shall be held in the month of August each year, with the specific date, time and place to be determined by the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

3. Special Meetings. A special meeting of the Members of the Association may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Lots. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution. If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting within thirty (30) days after the date the Board receives a valid written demand for the special meeting under this Section, a Member of the Association who signed the written demand may: (i) set the date, time, and place for the special meeting; and (ii) send out the notice for the special meeting to the other Members.

4. Notice and Place of Meetings.

a. All meetings of the Members of the Association shall be held either within the Neighborhood or at any suitable place within La Porte County as may be designated by the Board of Directors. Written notice stating the date, time, and place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered, mailed, or emailed by the Secretary of the Association to each Member entitled to vote not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Members as part of a newsletter or other publication regularly sent to the Members constitutes a written notice.

b. If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment.

c. All notices shall mailed by first-class U.S. Mail, postage prepaid, delivered to the Members at their respective addresses as the same shall appear upon the records of the Association. If an annual or special meeting of Members is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Nonprofit Act before adjournment.

d. In lieu of written notices from the Association sent pursuant to the above paragraph, an Owner may elect to receive notices from the Association by email. Any Owner choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Owner shall have the right at any time to withdraw his or her election to receive notice by email and shall thereafter be sent notices by the Association pursuant to the above paragraph.

5. Voting.

a. Number of Votes. Each Member shall be entitled to cast one (1) vote for each Lot of which such Member is the Owner. In voting for Directors, each Owner (or his or her representative) shall be entitled to cast one (1) vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Nonprofit Act, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

b. Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be Members of the

Association, but all of such persons or entities shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

c. Voting by Corporation, Trust or Other Legal Entities. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust. Similar procedures shall be in effect for any other form of legal entity that is not a natural person, such as a limited liability company, limited liability partnership, etc.

d. Proxy. An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his or her attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting. Delivery of a proxy can be by hand delivery, first-class mail, fax or email. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date it is signed. In addition, a proxy will only be valid for a particular meeting. In other words, a proxy cannot be used for, say, the annual meeting and then a special meeting held after that. To be valid, a proxy must contain:

i. The name and address of the Owner who is giving the proxy;

ii. The name of the person being appointed as proxy;

iii. The date on which the proxy is given;

iv. The date of the meeting for which the proxy is given;

v. The signature of the Owner who is giving the proxy; and

vi. An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise it on the Owner's behalf.

A proxy may be revoked in writing by the Owner prior to it being exercised or by the Owner's personal attendance at the meeting where the vote is to be taken.

6. Quorum. Except where otherwise expressly provided in the Declaration, the HOA Act, or the Nonprofit Act, the presence of Owners or their duly authorized representatives owning at least twenty-five percent (25%) of the total number of Lots shall constitute a Quorum at all meetings. The Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a Quorum. If a quorum is not present, the meeting may be adjourned to a date not more than sixty (60) days later without notice other than announcement at the meeting even though less than a Quorum is present. As used elsewhere in these By-Laws, the term "Majority of Owners" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Lots, and the term "Majority of the Vote" shall mean a majority of the votes of the Owners present or represented at a meeting at which a Quorum is present.

7. Suspension of Voting Rights. To be considered in "Good Standing", an Owner cannot be more than three (3) months delinquent in any payment due to the Association (or for such shorter period of time as may be permitted under the HOA Act). If an Owner is not in Good Standing, he or she shall not be eligible to vote, either in person or by proxy, or to be elected to, or to serve on, the Board of Directors. In addition, any Owner who is not in Good Standing cannot serve as a proxy for another Owner.

8. Manner of Voting and Meeting Participation.

a. Voting and meeting participation may be held or performed in any manner set forth in the Declaration or these By-Laws as well as any manner that is not prohibited by the Nonprofit Act or the HOA Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Owners to participate in Association actions. The Board of Directors shall have discretion to provide for such procedures and to set the terms of use.

b. The Board of Directors shall have the power to authorize voting by the Owners through electronic means ("electronic voting"). The Board of Directors can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Owner notice, voting, signatures, consents and approvals. A verifiable electronic signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make a reasonable accommodation, at its expense, for the person to conduct business without the use of electronic or other similar means.

9. Conduct of Annual Meeting. The Chair of the annual meeting shall be the President of the Association. Business will be conducted in the following order:

a. Call to Order & Establishment of a Quorum.

b. Providing Previous Meeting Minutes. The Secretary shall present the minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent thereto.

c. Reports of Officers.

d. Reports of Committees.

e. Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the Total Common Expenses and financial report for the year-to-date and the proposed budget for the upcoming year.

f. Budget. The proposed budget for the following calendar year shall be presented to the Members for approval or amendment as more fully described in Sections 9.1 and 9.2 below.

g. Election of Board of Directors. Nominations for the Board of Directors may be made by a Member from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. If an insufficient number of written nominations are received prior to the date of the Annual Meeting to fill all Board positions open for election at the meeting, then oral nominations will be accepted from the floor prior to voting on Director positions. Otherwise, if a sufficient number of written nominations are received prior to the date of the Annual Meeting to fill all open Board positions, then the Chair has the sole discretion to either (1) stand on the submitted written nominations, or (2) accept additional oral nominations from the floor prior to voting on any open Director position. Voting for the Board of Directors will be by paper ballot. However, written balloting may be waived by a Majority of the Vote and voting may be conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions (i.e. two nominations for two open positions). The ballot shall contain the name of each person nominated to serve as a Board member. Each Member may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Member shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected. If there is a tie for any Director position, the nominees involved in the tie may agree to the end result without the need for a "tiebreaker." If the nominees cannot resolve the tie by agreement, then the presiding Chair may conduct a run-off ballot vote by the Owners.

h. Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote as defined in Section 3.6 above.

i. Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting. Upon proper Motion and approval of a Majority of the Vote, all annual and special meetings may be adjourned to a later date pursuant to the Nonprofit Act.

10. <u>Conduct of Special Meeting</u>. The President of the Association shall act as Chair of any special meetings of the Association. The Chair shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

11. <u>Action by Written Ballots.</u> In lieu of any annual or special meeting of the Owners, written, "mail-in" ballots may be utilized in the manner prescribed in the Nonprofit Act or the HOA Act. To be valid, the Association must deliver a written ballot to every Owner entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity for the Owner to vote for or against each proposed action. Approval by written ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authoring such action, and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting. A request for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, other than the election of directors, and specify the time by which a ballot must be received by the Association to be counted.

12. Roster of Members; Member Addresses.

a. The Association shall maintain a current roster of all members; and the mailing address and legal description (by lot number) for each member.

b. The Association shall also maintain any electronic mail (email) addresses or facsimile (fax) numbers of those members who have consented to receive notice by email or fax. Email addresses and fax numbers provided by a member to receive notice by email or fax shall be removed from the Association's records when the member revokes consent to receive notice by email or fax. However, the Association shall not be liable for an erroneous disclosure of an email address or a fax number for receiving notices.

c. The mailing addresses and legal descriptions maintained by the Association under subsection 12(a) above: shall be made available to a member of the Association upon request; may be used by a member of the Association only for a purpose related to the operation of the Association; and may not be used by a member of the Association for personal reasons.

d. Except as provided in subsection 12(c) above, the Association may not sell, exchange, or otherwise transfer information maintained by the Association under this section to any person.

13. Means of Communication. To avoid the costs of paper, postage and handling that would otherwise be incurred when distributing documents or information to Owners by regular mail, and also to be more efficient in transmitting information that Owners can receive even when out of town, the Association will, to the extent possible, make Association matters available online through the Association's website (if any) and/or via email or similar means, including but not limited to:

a. Notices of Annual or Special Meetings;

b. Proxies and Ballots;

c. Annual Budgets;

d. Nominees for the Board of Directors for an upcoming election;

e. List of current members of the Board of Directors;

f. Recorded copy of the Declaration and all amendments thereto;

g. These By-Laws and the Articles of Incorporation and all amendments thereto;

h. Architectural or Design Guidelines, if any;

i. Architectural Control Request for Change form;

j. Rules and Regulations adopted by the Board of Directors;

k. Name of, and contact information for, the Association's property management company, if any;

l. Invoices, statements or coupon booklets for payment of Assessments;

m. Voting through a secure website or equivalent; and

n. Payment of Assessments through a secure website or equivalent.

For items listed above that the Association could email, the Owner must waive the right to receive the same by regular mail and agree to receive the same by email.

14. Failure to Reach Quorum. As is set forth in the HOA Act and Nonprofit Act,

the failure to achieve a quorum at a meeting does not exempt any Owner from, or create an affirmative defense for, any Owner with respect to: (1) the Owner's obligations under the Declaration, the Articles of Incorporation or these By-Laws, or (2) the Owner's obligations to otherwise abide by the provisions of the Declaration, the Articles of Incorporation and these By-Laws, including but not limited to the payment of assessments. If a valid election cannot be held due to a failure to reach quorum at the annual meeting, the Directors then in office shall continue to serve as Directors until such time as (1) they resign from office, or (2) their replacements are duly elected and qualified. Alternatively, if a quorum is not present at an annual meeting, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting in the same fashion as they would fill a vacancy under the terms of these By-Laws.

SECTION 4
BOARD OF DIRECTORS

1. Board of Directors. Until either (i) such date as ninety-five percent (95%) of the Units are sold, or (ii) at any time the Declarant chooses to turn control of the Association upon ninety (90) days advance notice to the Homeowners, the Declarant shall manage the affairs of the Corporation. Within ninety (90) days of the sale of ninety-five percent (95%) of the Units or upon ninety (90) days' notice at any time to the Unit Owners, the Declarant may appoint the first Board of Directors of the HOA which shall serve a term of one (1) year or until the first annual meeting (as set forth in Section 3.2), whichever date is earlier, from such appointment, and after such appointment, the Association shall be turned over by the Declarant and the affairs of the Association shall then be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The initial Board of Directors appointed by the Declarant which shall consist of three (3) Unit Owners appointed by the Declarant. The Board of Directors shall initially be composed of a minimum of three (3) persons, but not to exceed five (5) persons, who each own at least one (1) Lot and who are in Good Standing. A majority of Directors must also maintain his or her primary residence within the Neighborhood. The number of Directors comprising the Board

may be increased by a resolution approved by all members of the Board of Directors but said number shall not exceed seven (7). In the event there is an insufficient number of lot owners maintaining a primary residence in the HOA who desire to serve on the Board, the requirement for a majority of the Board to be lot owners whose Unit is their primary residence may be waived.

2. Additional Qualifications.

a. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

b. In addition, and in a display of honesty and integrity to the members of the community, all persons elected to serve as Director must execute, or sign, the Statement of Conduct adopted by the Board of Directors and attached to these By-Laws and marked as **Addendum 1**, to govern the conduct and activities of Board members; and any person elected to serve on the Board of Directors who refuses to sign the Statement of Conduct shall not be eligible to serve as Director.

c. A majority of the Board Members must consider their Unit as their primary residence (meaning residing in the Unit more than six (6) months each year).

3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Association. The initial Board of Directors appointed by the Declarant shall set a date for an annual meeting to be held within one (1) year of the appointment of the initial Board of Directors. After the Directors appointed by the Declarant complete their term, each Director elected by the Members shall serve a term of up to three (3) years commencing at the immediate conclusion of the annual meeting. The terms shall be staggered. Any vacancy occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be

filled until the next annual meeting of the Board through a vote of a majority of the remaining Directors. At the first annual meeting of the Members following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified. There is no restrictions on how many terms a Director may serve.

4. Removal of Directors.

a. A Director or Directors may be removed by the Owners with or without cause if the number of votes cast to remove would be enough to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be so removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

b. In addition, a Director may also be removed "for cause" by a two-thirds (2/3) vote of the remaining Directors. For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: (a) failing to attend three (3) or more consecutive Board meetings; (b) becoming ineligible to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these By-Laws; (c) acts of fraud, theft, deception, or criminal behavior; (d) breach or disclosure of confidential Board information or discussions to a person not on the Board; (e) failure to conform or follow the Director's Statement of Conduct; (f) or any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole. Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the remaining Directors.

5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's

business judgment, the Association's duties as described in the Declaration, including such duties as may be reasonably inferred from the provisions of the Declaration.

6. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

a. To employ a reputable and recognized professional managing agent or real estate management company (either being referred to hereafter as the "Managing Agent") to assist the Board in performing its duties;

b. To enter into contracts on behalf of the Association, subject to the limitations and requirements contained within the HOA Act, to purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

c. To procure all insurance as is required or permitted under the Declaration for the benefit of the Owners and the Association;

d. To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

e. To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and the portions of the Lots for which the Association is responsible;

f. To include the costs of all of the above and foregoing as Total Common Expenses of the Association and to pay all of such costs therefrom.

g. To open and maintain a bank account or accounts in the name of the

Association and to designate the signatories thereto;

h. To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the subdivision, including the Lots and the Common Areas, provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof. All such rules and regulations shall be binding and enforceable upon each and every Lot and Owner, including all occupants, guests and invitees of any Lot or Owner, in the subdivision. Enforcement of such rules, regulations, policies and guidelines shall be subject to the remedies set forth in the Declaration.

7. <u>Compensation.</u> No Director or Officer shall receive any compensation for his or her services as such. The Managing Agent (if any) shall be entitled to reasonable compensation for its services, the cost of which shall be an Equally Shared Common Expense.

8. <u>Meetings and Notice.</u>

a. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. To the extent provided in the Nonprofit Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

b. In lieu of written notices from the Secretary sent pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by email. Any Director choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Director shall have the right at any time to withdraw his or her election to receive notice by email, and shall thereafter be sent notices by the Secretary pursuant to the above paragraph.

9. Open Board Meetings. As and to the extent required by the HOA Act or any other applicable law, meetings of the Board of Directors shall be open to attendance by the homeowner members of the Association. The Board may meet in private "executive sessions" to discuss Owner delinquencies, pending and current litigation with legal counsel, and legally confidential employment matters. The Board may adopt rules, regulations and procedures regarding administration of such meetings, including regulation of matters such as Owner participation, time limits for speaking, scheduling, agendas, and other administrative issues consistent with Indiana law, the Declaration and these By-Laws. It is recognized and understood that there may, from time to time, be disagreements with regard to certain issues. Notwithstanding such disagreements, Owners agree to conduct themselves at meetings in an appropriate, reasonable and adult-like fashion, and to abide by all rules and regulations governing administration of meetings as adopted by the Board. In the event that an Owner is repeatedly disruptive despite multiple warnings, makes threats of physical harm, commits an illegal or violent act, or otherwise acts in a threatening, violent, hostile, or unduly aggressive fashion, said Owner may be immediately removed from the meeting. In the event that the same Owner repeatedly acts in a hostile, threatening or violent manner at meetings, or is removed from two (2) consecutive meetings, said Owner may have his or her rights to attend Board and membership meetings temporarily suspended at the discretion of the Board. The duration of such suspension shall be determined by the Board, factoring in the egregiousness of the Owner's conduct and the potential threat to the health, safety and welfare of other Owners.

10. Waiver of Notice. Before or after any meeting of the Board, any Director may,

in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Quorum. At all meetings of the Board, unless the Nonprofit Act, the HOA Act, or these By-Laws provide otherwise, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

12. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be an Equally Shared Common Expense.

13. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

14. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Association shall be as set forth in the Nonprofit Act and the HOA Act.

SECTION 5
OFFICERS

1. Officers of the Association. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his or her successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners, any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. A Director removed from a particular office shall continue to serve on the Board of Directors and may be reappointed to a different office or may serve on the Board without an officer designation.

3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

4. The Secretary. The Secretary shall be elected from among the Owners or Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall

authenticate the Association's records, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

5. The Treasurer. The Board shall elect from among the Owners or Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

6. Assign and or Vice Officers. The Board of Directors may from time to time designate and elect from among the Owners a Vice President, Assistant Secretary, and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist and shall delegate to them such other powers and duties as these By-Laws or the Board of Directors may prescribe.

SECTION 6
INDEMNIFICATION

1. Indemnification of Directors and Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Nonprofit Act.

SECTION 7
RECORDS OF THE ASSOCIATION

1. Current copies of the Declaration, the Articles, the By-Laws, rules and regulations, financial documents and other corporate documents concerning the Neighborhood or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost. The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the members.

2. The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the proposed inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.

3. The Association reserves the right to require any member desiring to inspect the books, records, financial statements, and other papers of the Association to comply with the requirements set forth under the Nonprofit Act and the HOA Act, and any amendments or re-codification subsequently adopted thereto.

4. The Association reserves the right to deny any request by a member for inspection of the Association's roster of members, including mailing addresses of members, which the Board of Directors determines: (a) was not made in good faith or for a proper purpose; (b) the member fails to describe with reasonable particularity the purpose of the inspection; (c) the purpose is not directly related to the operation of the Association; or (d) was made to solicit money or property, or for a commercial purpose, or for marketing or advertising

purposes.

SECTION 8
MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. Personal Interests. No Member of the Association shall have or receive any earnings from the Association; provided, however, that a Member who is an officer, director, employee, or agent of the Association may be reimbursed for expenses incurred on the Association's behalf.

3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Association shall be signed by the President, unless otherwise directed by the Board of Directors. All checks and orders for the payment of money shall be signed by two (2) members of the Board of Directors, unless otherwise directed by the Board of Directors.

4. Committees. The Board of Directors shall appoint the committees provided for in the Declaration. In addition, the Board of Directors may appoint various other committees to carry out the purposes of the Association. Members of such committees may, but need not, be members of the Board of Directors. Committee members may be removed at any time and for any reason. The terms of the Committee members will be determined by the Board. In the absence of any specifically set term, a Committee member's term will be indefinite.

SECTION 9
BUDGET APPROVAL, CONTRACT LIMITATIONS, AND BORROWING

1. Method of Adoption of the Annual Budget and Annual Assessment. The Board of Directors shall prepare a draft of the annual budget that must reflect the estimated revenues and expenses for the upcoming budget year, and the estimated surplus or deficit as of the end

of the current budget year. The budget as well as the authorized expenditures shall be limited to monetary obligations of the Association to fulfill the duties of the Association as they are specifically described in the Declaration and these By-Laws. The Association shall provide each Owner with: (1) a copy of the proposed annual budget; or (2) written notice that a copy of the proposed annual budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Annual Assessment paid by the Owners that would occur if the proposed annual budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to Section 9.2 below.

2. Association Meeting to Approve the Budget. The Association's budget must be approved at a meeting of the members by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of the Declaration and these By-Laws. For purposes of this meeting, a member is considered to be in attendance at the meeting if the member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under the Declaration or these By-Laws.

3. Power of the Board to Adopt a Budget in the Absence of a Quorum. If the number of members in attendance at the meeting held under Section 9.2 above does not constitute a quorum, the Board may adopt an annual budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Association annual budget.

4. Approval of Certain Contracts; Meeting; Vote by the Members. The Board may not enter into any contract that would result in a Special Assessment or the increase in the existing Annual Assessment payable by the affected Owners in the amount of more than Five Hundred Dollars ($500.00) per year for each affected Owner unless: (1) the Board holds at least two (2) Association meetings of the Owners concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected Owners. The Board shall give notice of the first such Association meeting to each member of the Association at least seven (7) calendar days before the date the meeting occurs. The provisions in this Section do not apply to a contract entered into by a Board that would resolve, settle, or

otherwise satisfy an act of enforcement against the Association for violating a state or local law.

5. Borrowing Money; Approval by the Members. The Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of: Five Thousand Dollars ($5,000.00) during any calendar year; or if the Association operated under an annual budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous annual budget of the Association; unless borrowing the money is approved by the affirmative vote of a majority of the members of the Association voting under this provision. A vote held under this provision must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this Section shall apply to money borrowed by the Association that is needed to: (a) resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (b) address an emergency that affects the public health, safety, or welfare. If allowed by State statute, the Board may borrow funds from the capital reserve fund during the calendar year to assist with cash flow. This money must be returned in full to the capital reserve fund by the last day of the calendar year.

SECTION 10
GRIEVANCE RESOLUTION PROCEDURES

1. Grievance Resolution Procedures. Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners' association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code § 32-25.5-5. To comply with the spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Neighborhood and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily

mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)

SECTION 11
AMENDMENT TO BY-LAWS

1. Amendment. Until the sale of ninety-five percent (95%) of the Units by the Declarant, the Declarant may amend these By-Laws in writing with written notice within thirty (30) days of such amendment. Thereafter, these By-Laws may be amended by a vote of seventy-five percent (75%) of the Unit Owners in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Nonprofit Act, the HOA Act, or these By-Laws, as the same may be amended from time to time.

[SIGNATURE PAGE FOLLOWS]

The Board of Directors has caused these By-Laws to be executed this 23rd day of January, 2026.

BOARD OF DIRECTORS:

The Moore Development Group, LLC, Director

By________________________________

Anthony Macri, Trustee of the
Anthony Macri Revocable Trust
dated June 11, 2021, Member

ADDENDUM #l

To the By-Laws of
The Moore Homeowners Association, Inc.

Board Member Statement of Conduct

Congratulations on your election or appointment to the Board of Directors for the The Moore Homeowners Association, Inc. The purpose of this letter is to acquaint you with the standard of conduct that is expected of community association Board members in Indiana. The law imposes certain legal obligations on all Board members. Failure to fulfill these obligations could lead to a lawsuit against the Association, the Board, and even you personally. Chief among these obligations is what's called a "fiduciary duty" to the Association and its members. This means that you must perform your duties as a Board member in good faith and with the degree of care that an ordinarily prudent person would use under similar circumstances, being at all times loyal to the Association and its best interests. But in practice it gets a little more complicated than that. While it's impossible to review every possible situation you might face, here are some guidelines to follow. As a Board member, you must:

1. Act in the Association's best interests at all times. Your decisions must be based on what's best for the Association as a whole. Making decisions or taking actions that put the interests of yourself, your family, your friends, or your supporters above those of the Association or its members as a whole is a breach of your fiduciary duty to the Association.

2. Act with care, including seeking advice from experts when appropriate. When making decisions or taking actions, you must exercise the degree of care that an ordinarily prudent person would under the circumstances. Among other things, this means that if, for example, the Board must decide an issue that no one on the Board is an expert on, the Board should consult an expert. This doesn't mean you should feel paralyzed to make a decision, but it does mean that you should exercise care in making certain decisions regarding issues for which the average person would find it helpful or necessary to seek some input or advice from an expert or advisor before making a final decision, such as legal, accounting, construction or particular maintenance (such as fertilization chemicals) issues or matters.

3. Act within the scope of your authority. Your authority is defined in the Association's governing documents and by applicable Indiana and local law. It's important that you become familiar with the provisions of the Declaration, By-Laws and other governing documents of the community; and that you understand the scope of your authority in those documents and not exceed it. If a Board action violates the

duly adopted By-Laws, Declaration, or other governing documents, or state or local laws, the Board may have breached its fiduciary duty and the action may have to be invalidated. Examples of this would be failing to comply with procedural requirements for community meetings and elections, or failing to enforce or comply with the restrictions or requirements in the Declaration. Therefore, it is very important that Board members always act to make reasonable decisions that are consistent with Indiana and local laws, the Declaration, the By-Laws, and the other governing documents of the community. Likewise, Board members should not act unilaterally or contrary to Board decisions, such as signing contracts, approving architectural requests, or making other promises or agreements with vendors or other Owners without Board approval.

4. Act in good faith. Board members' motives at all times must be to further the legitimate best interests of the Association. If Board members make decisions based on favoritism, discrimination, or malice - or make arbitrary decisions -they are breaching their fiduciary duty. This doesn't mean that the Board can't create a rule that affects some members differently from the way it affects others, such as a clean-up-after-your-pets rule or a parking rule. It just means that the decision to create the rule must be based on Board members' honest judgment of what is best for the Association as a whole. This same guideline applies to enforcement of the covenants as well, meaning a Board member should not seek to enforce the restrictions of the community selectively or in a personal or self-serving fashion.

5. Act professionally. Being a member of the Board requires you to behave and express yourself in a professional and businesslike manner. Remember that you are a representative of the owners, and your behavior is a reflection on everyone you represent. Obviously. inappropriate language and personal attacks against other Board members, owners, managers, guests, vendors or contractors are not consistent with the best interests of the Association. Also, Board members should attend meetings regularly. You were chosen to sit on the Board because of your experience, education and talents, and not attending meetings prevents the Board from using your valuable input to make decisions. Additionally, if a Board member has any perceived, potential or actual conflict of interest regarding any aspect of the business operations of the Association, this information must be disclosed to the Board immediately. An example of this would be a situation where a Board member, or a relative or close friend, is directly involved with any vendor being used by the Association, such as the lawn maintenance company. This conflict of interest disclosure is required under the law, and failure to make a proper disclosure could open the Board member up to personal liability surrounding the conflict. The great thing about serving on a Board is that each

member is asked to bring his or her experience, knowledge and talents to the table and use them collectively for the benefit of the entire community. This doesn't mean every member needs to agree or have the same opinion of how the Association should handle a particular matter, but it does mean that each member should respect other points of view, seek to understand those differences, and ultimately follow the decision of the entire Board, even if that decision is not in agreement with the individual Director's views.

6. Act to preserve confidentiality. Remember, each Board member may be entrusted with information that is private or personal in nature and should not be passed along to others who are not on the Board. (That includes spouses, family members, and others in the Board member's household.) Board members should always maintain the confidentiality of all legal, contractual, personnel, vendor and management matters involving the Association. Board members should also maintain the confidentiality of the personal lives of other Board members, Association members, residents and management staff. Failing to keep confidential information private creates an enormous amount of potential liability for the Association, the members, and each individual Board member. This doesn't mean that the Board should not discuss any Association matters with the residents, because you obviously need to let the members know what the Board is doing on their behalf. However, a safe approach to take on this issue is to not discuss specifics of confidential matters, but merely update the members in general terms. An example would be to tell members that there is a pending lawsuit involving an issue, and that the Association's legal counsel is providing guidance to the Board as it makes decisions during the litigation process, but not to disclose the terms of specific settlement offers or arguments being made by either side in the issue.

7. Act as a Steward for the Community. Board members have been elected to lead the community through the Association. You have been entrusted to manage and make decisions that will impact the entire neighborhood. As a representative of the people, you should hold yourself up as an example to the other residents of the community by complying and following the provisions of the governing documents for the community. Board members should also not defame, slander, harass, threaten, or otherwise attempt to intimidate or ridicule any other Board member, Association member, resident, or management staff member. Any action by a Board member that fails to fall within this good steward guideline is acting outside the scope of the Board member's authority, and as such, may be opening himself or herself up to potential individual liability or removal from the Board.

8. Avoid the following six common mistakes. You'll have to use your best

judgment in determining what your fiduciary duty requires of you in any specific situation. But there are common mistakes that you should avoid:

a. Don't take personal advantage of business opportunities that should benefit the entire community

b. Don't do business with the Association unless you disclose that fact to the other Board members and get the appropriate approval to do so.

c. Don't give preferential treatment to friends and supporters, or expect it for yourself from others.

d. Don't accept gifts from vendors or others doing business- or seeking to do business - with the Association.

e. Don't make decisions on behalf of the Association based solely upon your personal goals or views, but make them based upon the desire of the residents and the benefit to the neighborhood as a whole. Dictators seldom have loyal and happy followers.

f. Don't reveal confidential information.

The Board has decided to adopt this statement of conduct to serve as a source of guidance for all Board members and to be a reminder to each member of his or her responsibilities as a Board member and a representative of the owners in Legacy Woods. Each Board member should always keep in mind that he or she has been entrusted to act as a representative of the community by their neighbors. Therefore, every member of the Board is asked to sign this statement of conduct as your affirmation that you have read, understand and agree to follow these simple rules of conduct and ethical behavior. Your refusal to adopt and follow these simple rules of conduct shall act as a disqualification to serve on the Board of Directors.

You have undertaken an important job in our community, and we appreciate your service! Thank you.

Board Member's Agreement to Abide by the Statement of Conduct

I hereby state that I have read this Statement of Conduct and understand these rules and what is expected of me as a Board member of the Association. I also state by my signature below that I agree to follow these rules of conduct, and that I understand my failure to abide by these rules of conduct may result in my removal from the Board of Directors of The Moore Homeowners Association, Inc.

____
Signature of Director

____
Printed Name of Director

Date: ____________________________

[All Directors serving on the Association's Board of Directors must sign a Statement of Conduct, which shall be maintained in the Association's records. This Statement of Conduct shall remain valid and in effect through the end of the Director's current term. If the Director is re-elected for a new term upon the expiration of his/her current term, then a new Statement of Conduct shall be signed by the Director for their new term of office.]

EXHIBIT B

PLANS

THE MOORE DEVELOPMENT PUD PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH, RANGE 4 WEST
LA PORTE COUNTY, INDIANA

CONTAINING 8.593 ACRES MORE OR LESS

LEGAL DESCRIPTION - DOC #2023R-02265

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, LA PORTE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, THENCE NORTH 01°° 45' WEST ON THE EAST LINE OF SECTION 14, A DISTANCE OF 1262.20 FEET TO A POINT ON THE NORTH PROPERTY LINE OF THE NEW YORK CENTRAL RAILROAD AND THE PLACE OF BEGINNING FOR THE FOLLOWING DESCRIPTION; THENCE SOUTH 60°° 01 WEST ON THE NORTH PROPERTY LINE OF THE NEW YORK CENTRAL RAILROAD, 1502.78 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 01°° 45' WEST, A DISTANCE OF 284.65 FEET; THENCE NORTH 60°° 01' EAST, A DISTANCE OF 1429.55 FEET; THENCE NORTH 88°° 15' EAST, A DISTANCE OF 62.84 FEET TO THE EAST LINE OF SECTION 14, THENCE SOUTH 01°° 45' EAST, 250 FEET TO THE PLACE OF BEGINNING, CONTAINING 8.593 ACRES.

APPLICANT/OWNER: PYRAMID PROPERTIES, INC. P.O. BOX 175, NEW BUFFALO, MI 49117

ZONING SUMMARY	Article 05. R2A Townhouse Residential District Standard	P.U.D.
05.02 Permitted Use	Single Family Detached, Two-Family, Single Family Attached, Townhomes	Standard Met
05.03 Lot Area & Width		
Min. Lot Size SF	5000	1450
Min. Lot Width	35'	24'
Max. Density	3.0 DU/AC	Standard Met
05.04 Building Dimensional Requirements		
Max. Building Height	40'	Standard Met
Min. Front Yard Setback	15'	Standard Met*
Min. Side Yard Setback	10'	8'
Min. Rear Yard Setback	30'	20'
Building Lot Coverage	55%	Standard Met
Impervious Lot Coverage	75%	Standard Met
Min. Floor Area Per Unit SF	1000	Standard Met
* To Edge of Private Road		

SUBDIVISION ORDINANCE SUMMARY	Article 06. Design Standards	P.U.D.
Railroad R.O.W. Treatment	20' Planting Strip	Trail R.O.W.
06.04 Streets		
PUD Residential Street R.O.W	50'	Private
PUD Residential Street Width (not including curb & gutter)	22'	20'
PUD Street Parking	None	Standard Met
Cul-de-Sac Max. Length	600'	940
Cul-de-Sac Outside Radius	50'	40'
Pavement Construction	INDOT, City Engineering	Private
Curbs & Gutters	INDOT, City Engineering	Private
06.05 Sidewalks		
Location	Street Frontage	Connection Paths Only
Width	5'	Standard Met
Materials	Concrete	Standard Met
06.12 Landscaping & Greenbelts		
Street Trees	One Per Lot	Standard Met
Detention/Retention Ponds	One Tree and 10 Shrubs per 50 LF of basin.	Standard Met

EXISTING FEATURES

SOILS:
PER USDA NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY MAP
Sa - SAUGATUCK-PIPESTONE COMPLEX.
OaC - OAKVILLA FINE SAND, 4-12 PERCENT SLOPES.

WATER BODIES/WETLANDS: NONE

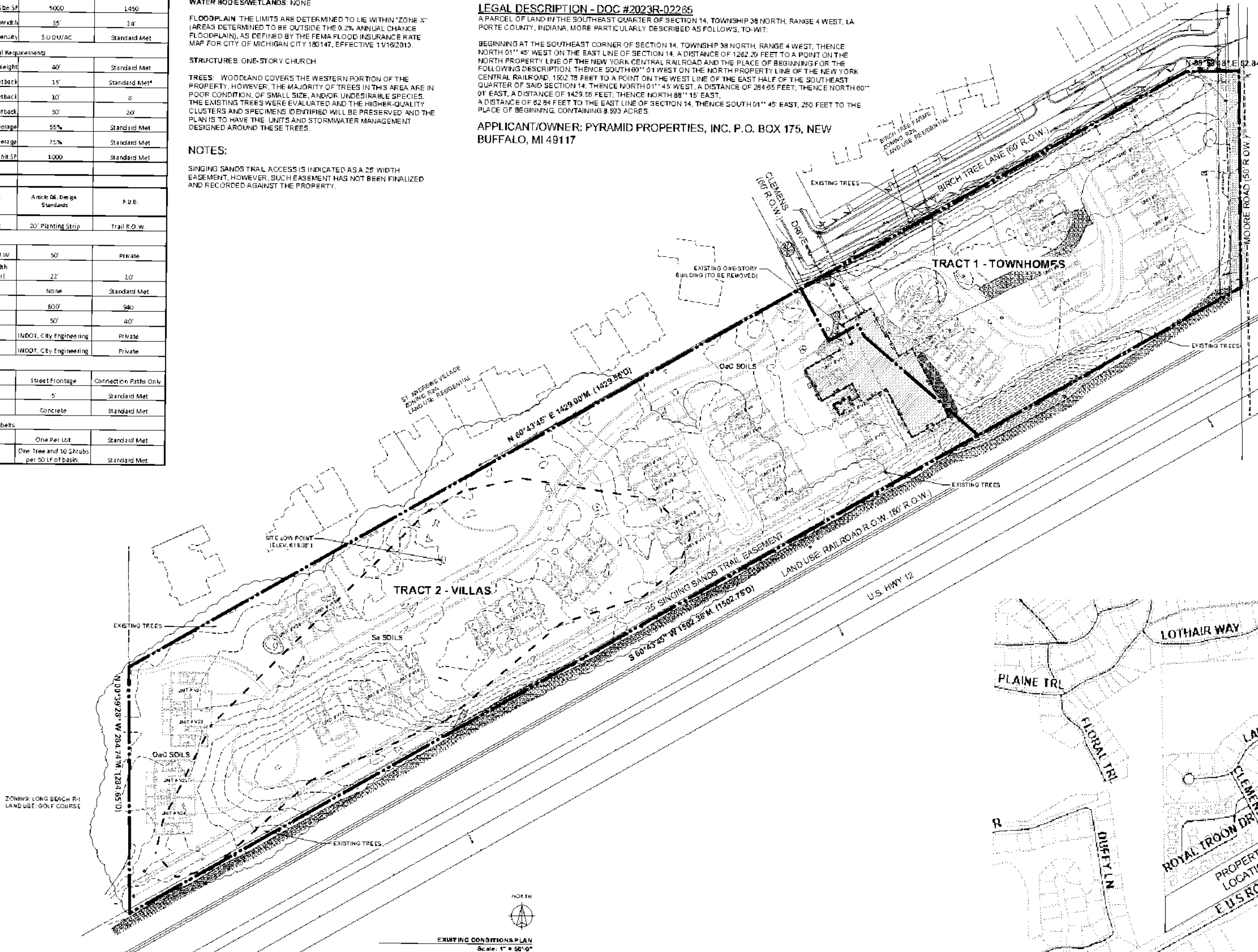
FLOODPLAIN: THE LIMITS ARE DETERMINED TO LIE WITHIN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP FOR CITY OF MICHIGAN CITY 180147, EFFECTIVE 11/16/2013.

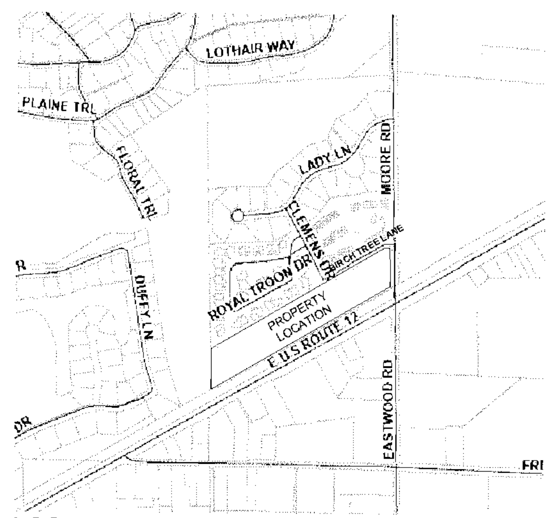
STRUCTURES: ONE-STORY CHURCH

TREES: WOODLAND COVERS THE WESTERN PORTION OF THE PROPERTY, HOWEVER, THE MAJORITY OF TREES IN THIS AREA ARE IN POOR CONDITION, OF SMALL SIZE, AND/OR UNDESIRABLE SPECIES. THE EXISTING TREES WERE EVALUATED AND THE HIGHER-QUALITY CLUSTERS AND SPECIMENS IDENTIFIED WILL BE PRESERVED AND THE PLAN IS TO HAVE THE UNITS AND STORMWATER MANAGEMENT DESIGNED AROUND THESE TREES.

NOTES:

SINGING SANDS TRAIL ACCESS IS INDICATED AS A 25' WIDTH EASEMENT, HOWEVER, SUCH EASEMENT HAS NOT BEEN FINALIZED AND RECORDED AGAINST THE PROPERTY.





LOCATION MAP N.T.S.

ARKOS DESIGN
117 LINCOLNWAY WEST
MISHAWAKA, IN 46544
PHONE: 574-217-0000
arkosdesign.com

MOORE ROAD DEVELOPMENT
PYRAMID PROPERTIES, INC.
US-12 & MOOREL ROAD
MICHIGAN CITY, IN 46360

COVER SHEET

SHEET 1 OF 3

12/2024 10:05 AM

THE MOORE DEVELOPMENT PUD PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH, RANGE 4 WEST
LA PORTE COUNTY, INDIANA

CONTAINING 8.593 ACRES MORE OR LESS

LEGAL DESCRIPTION - DOC #2023R-02265

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APPLICANT/OWNER: PYRAMID PROPERTIES, INC. P.O. BOX 175, NEW BUFFALO, MI 49117

LAND USE SUMMARY (Per Current Plan)				
Land Use	# Units	Gross Acreage	Gross DU/AC	% Ac.
Tract 1 - Townhomes	16	2.70	5.9	31%
Tract 2 - Villas	24	5.89	4.1	69%
Total	**40**	**8.59**	**4.7**	**100%**
R2A Zoning Allowable:	*68*		*8.0*	

OPEN SPACE SUMMARY		Acreage	% Ac.
Tract 1 - Townhomes, Gross Area (Excluding Moore Rd. R.O.W.)		2.55	
	Conservation Easement Open Space	0.56	
	Trail Easement Open Space	0.19	
	Subtotal Townhomes Open Space	**0.75**	**29.4%**
Tract 2 - Villas, Gross Area		5.89	
	Conservation Easement Open Space	1.27	
	Trail Easement	0.65	
	Subtotal Villas Open Space	**1.92**	**32.6%**
Moore Road R.O.W.		0.15	
Total Property Acreage		8.59	
Total Open Space of Property		**2.67**	**31.1%**

AREA SUMMARY		
Use	Acreage	% Ac.
Townhomes Unit Lots	0.60	7.0%
Villas Unit Lots	1.22	14.2%
Limited Common Elements (Drives, Entry Walks)	0.56	6.5%
Common Elements (Private Road)	0.98	11.4%
Conservation Easement Open Space Tract 1	0.56	6.5%
Conservation Easement Open Space Tract 2	1.27	14.8%
Common Open Space Tract 1	0.48	5.6%
Common Open Space Tract 2	1.38	16.1%
Trail Easement	0.84	9.8%
Stormwater Retention Basins	0.55	6.4%
Moore Road R.O.W.	0.15	1.7%
Total	**8.59**	**100.0%**

SIGNAGE

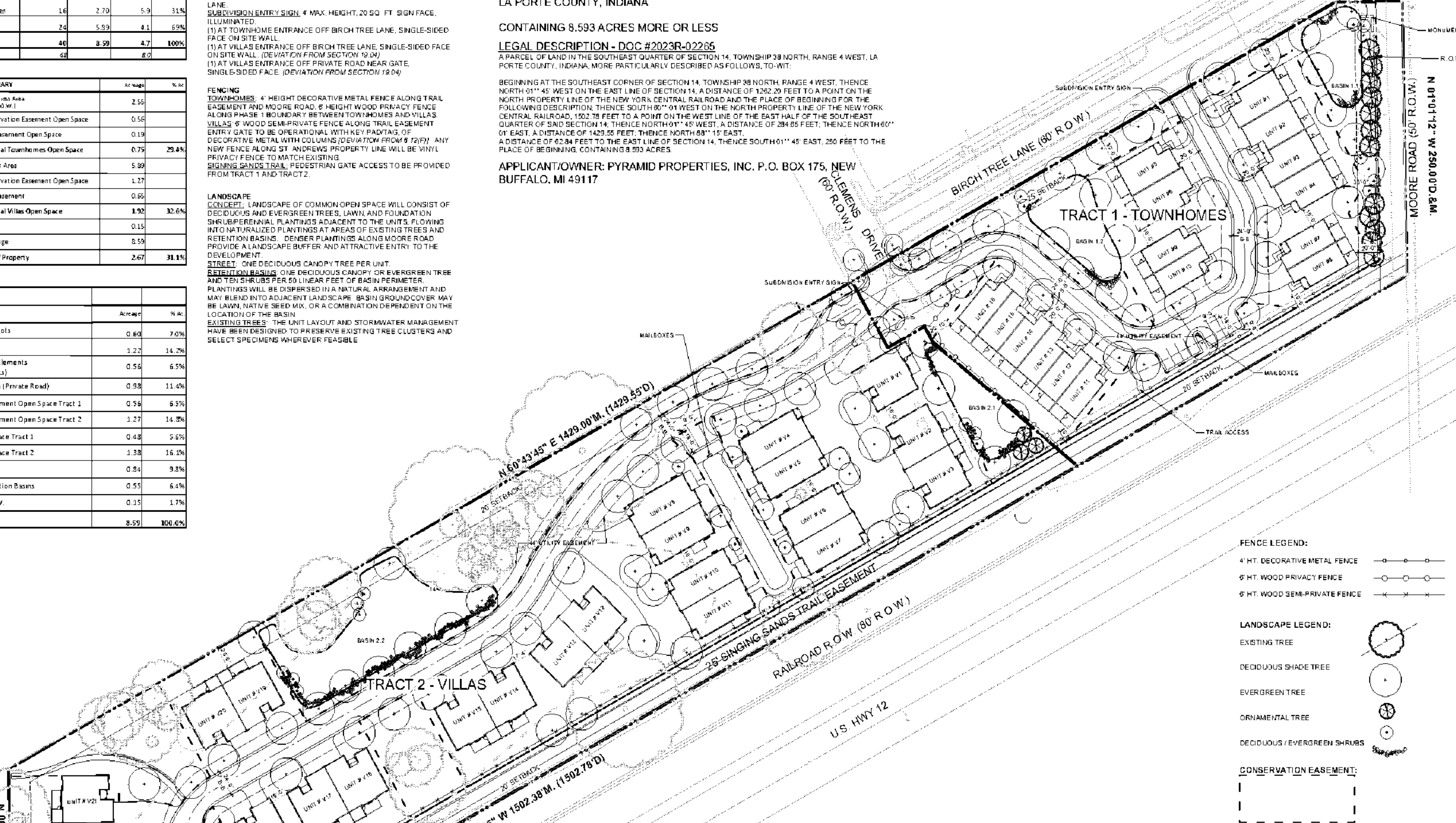
MONUMENT SIGN: 8' MAX HEIGHT, TWO-SIDED, 72 SQ. FT. SIGN EACH FACE, ILLUMINATED. *(DEVIATION FROM SECTION 19.04)*
(1) LOCATED AT THE CORNER OF MOORE ROAD AND BIRCH TREE LANE.
SUBDIVISION ENTRY SIGN: 4' MAX. HEIGHT, 20 SQ. FT. SIGN FACE, ILLUMINATED.
(1) AT TOWNHOME ENTRANCE OFF BIRCH TREE LANE, SINGLE-SIDED FACE ON SITE WALL.
(1) AT VILLAS ENTRANCE OFF BIRCH TREE LANE, SINGLE-SIDED FACE ON SITE WALL. *(DEVIATION FROM SECTION 19.04)*
(1) AT VILLAS ENTRANCE OFF PRIVATE ROAD NEAR GATE, SINGLE-SIDED FACE. *(DEVIATION FROM SECTION 19.04)*

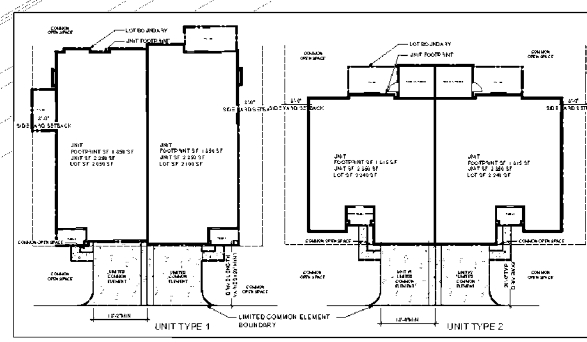
FENCING

TOWNHOMES: 4' HEIGHT DECORATIVE METAL FENCE ALONG TRAIL EASEMENT AND MOORE ROAD, 6' HEIGHT WOOD PRIVACY FENCE ALONG PHASE 1 BOUNDARY BETWEEN TOWNHOMES AND VILLAS.
VILLAS: 6' WOOD SEMI-PRIVATE FENCE ALONG TRAIL EASEMENT ENTRY GATE TO BE OPERATIONAL WITH KEY PAD/TAG, OF DECORATIVE METAL WITH COLUMNS *(DEVIATION FROM 6.12(F))*. ANY NEW FENCE ALONG ST. ANDREWS PROPERTY LINE WILL BE VINYL PRIVACY FENCE TO MATCH EXISTING.
SIGNING SANDS TRAIL: PEDESTRIAN GATE ACCESS TO BE PROVIDED FROM TRACT 1 AND TRACT 2.

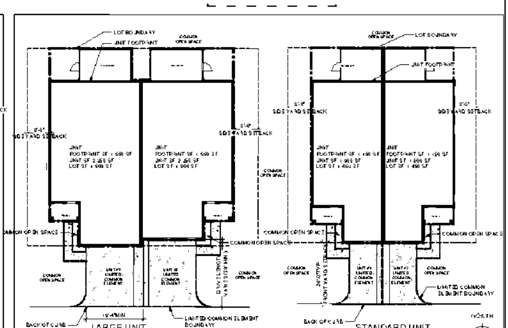
LANDSCAPE

CONCEPT: LANDSCAPE OF COMMON OPEN SPACE WILL CONSIST OF DECIDUOUS AND EVERGREEN TREES, LAWN, AND FOUNDATION SHRUB/PERENNIAL PLANTINGS ADJACENT TO THE UNITS, FLOWING INTO NATURALIZED PLANTINGS AT AREAS OF EXISTING TREES AND RETENTION BASINS. DENSER PLANTINGS ALONG MOORE ROAD PROVIDE A LANDSCAPE BUFFER AND ATTRACTIVE ENTRY TO THE DEVELOPMENT.
STREET: ONE DECIDUOUS CANOPY TREE PER UNIT.
RETENTION BASINS: ONE DECIDUOUS CANOPY OR EVERGREEN TREE AND TEN SHRUBS PER 50 LINEAR FEET OF BASIN PERIMETER. PLANTINGS WILL BE DISPERSED IN A NATURAL ARRANGEMENT AND MAY BLEND INTO ADJACENT LANDSCAPE. BASIN GROUNDCOVER MAY BE LAWN, NATIVE SEED MIX, OR A COMBINATION DEPENDENT ON THE LOCATION OF THE BASIN.
EXISTING TREES: THE UNIT LAYOUT AND STORMWATER MANAGEMENT HAVE BEEN DESIGNED TO PRESERVE EXISTING TREE CLUSTERS AND SELECT SPECIMENS WHEREVER FEASIBLE.





PHASE 2 TYPICAL VILLA UNIT DETAIL



PHASE 1 TYPICAL TOWNHOME UNIT DETAIL

ARKOS DESIGN

MOORE ROAD DEVELOPMENT
PYRAMID PROPERTIES, INC.

PUD SITE PLAN

SHEET 2 OF 3

THE MOORE DEVELOPMENT PUD PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH, RANGE 4 WEST
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APPLICANT/OWNER: PYRAMID PROPERTIES, INC. P.O. BOX 175, NEW BUFFALO, MI 49117

UTILITY NOTES

1. IDEM AND LOCAL PERMITTING ARE REQUIRED FOR PUBLIC SANITARY & PUBLIC WATER IMPROVEMENTS.
2. MINIMUM UTILITY EASEMENT WIDTH SHALL BE 12'.
3. PHASE 2 UTILITIES ARE CURRENTLY IN PLANNING AND ARE SHOWN FOR REFERENCE ONLY.

SANITARY SEWER NOTES

1. (8) UNITS HAVE BEEN AUTHORIZED TO CONNECT TO MICHIGAN CITY SANITARY SEWER BEFORE DOWNSTREAM UPGRADES ARE COMPLETED.
2. ESTIMATED SANITARY FLOWRATES ARE 310 GPD PER UNIT.

STORMWATER MANAGEMENT NOTES

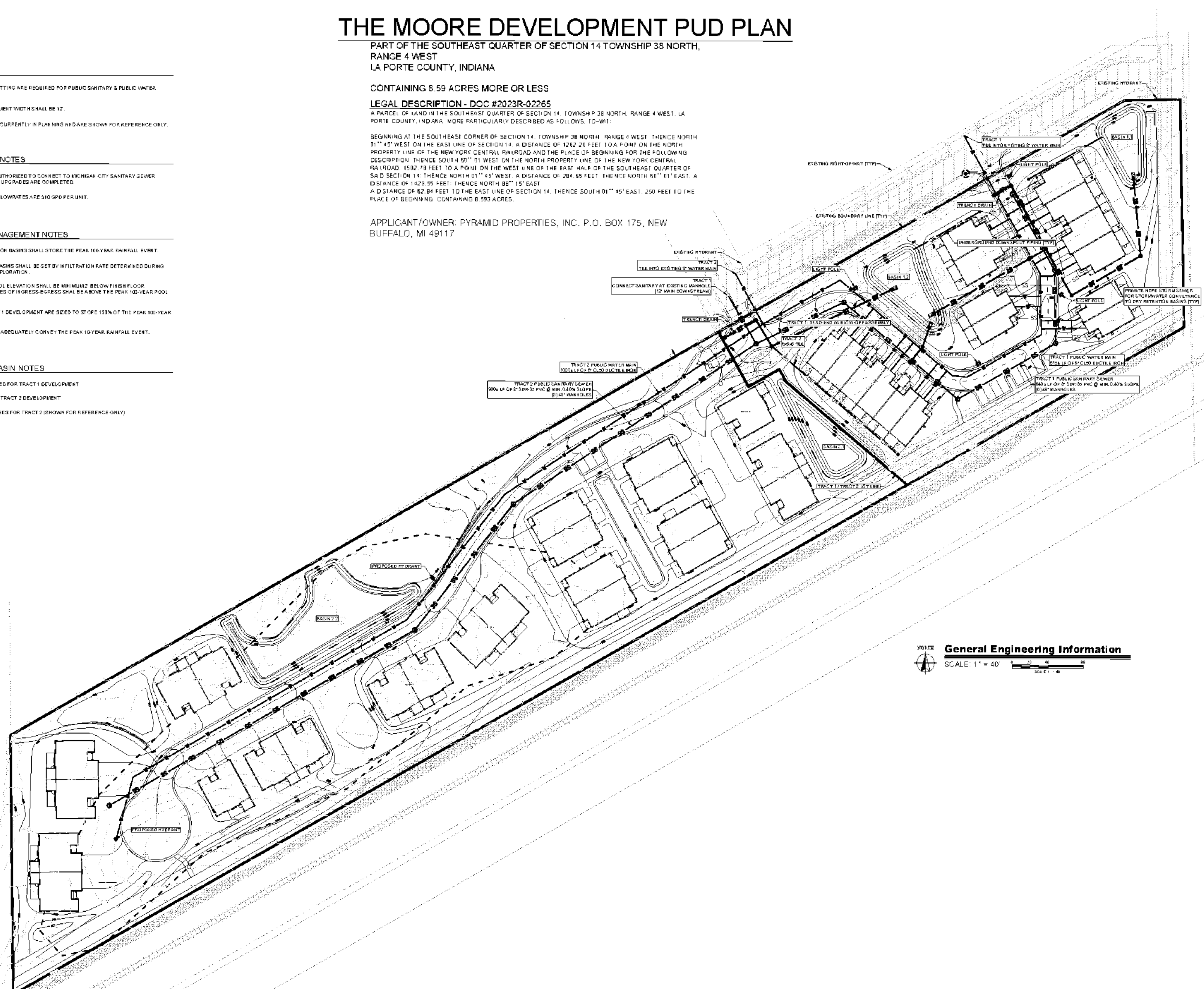
1. STORMWATER RETENTION BASINS SHALL STORE THE PEAK 100-YEAR RAINFALL EVENT.
   - 1.1. OUTLET RATE OF BASINS SHALL BE SET BY INFILTRATION RATE DETERMINED DURING GEOTECHNICAL EXPLORATION.
   - 1.2 PEAK 100-YEAR POOL ELEVATION SHALL BE MINIMUM 2' BELOW FINISH FLOOR ELEVATION. AVENUES OF INGRESS-EGRESS SHAL BE ABOVE THE PEAK 100-YEAR POOL ELEVATION.
   - 1.3. BASINS FOR TRACT 1 DEVELOPMENT ARE SIZED TO STORE 150% OF THE PEAK 100-YEAR RAINFALL EVENT.
2. STORM SEWERS SHALL ADEQUATELY CONVEY THE PEAK 10-YEAR RAINFALL EVENT.

DRY RETENTION BASIN NOTES

BASIN 1.1 & 1.2 ARE REQUIRED FOR TRACT 1 DEVELOPMENT

BASIN 2.1 IS REQUIRED FOR TRACT 2 DEVELOPMENT

BASIN 2.2 IN PLANNING STAGES FOR TRACT 2 (SHOWN FOR REFERENCE ONLY)



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enriching lives through purposeful and innovative design

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www.bertschfrank.com

MOORE ROAD DEVELOPMENT
PYRAMID PROPERTIES, INC.
US 12 & MOORE ROAD
MICHIGAN CITY, IN 46360

General Engineering Information

SHEET 3 OF 3

SECONDARY SUBDIVISION PLAT FOR:
THE MOORE

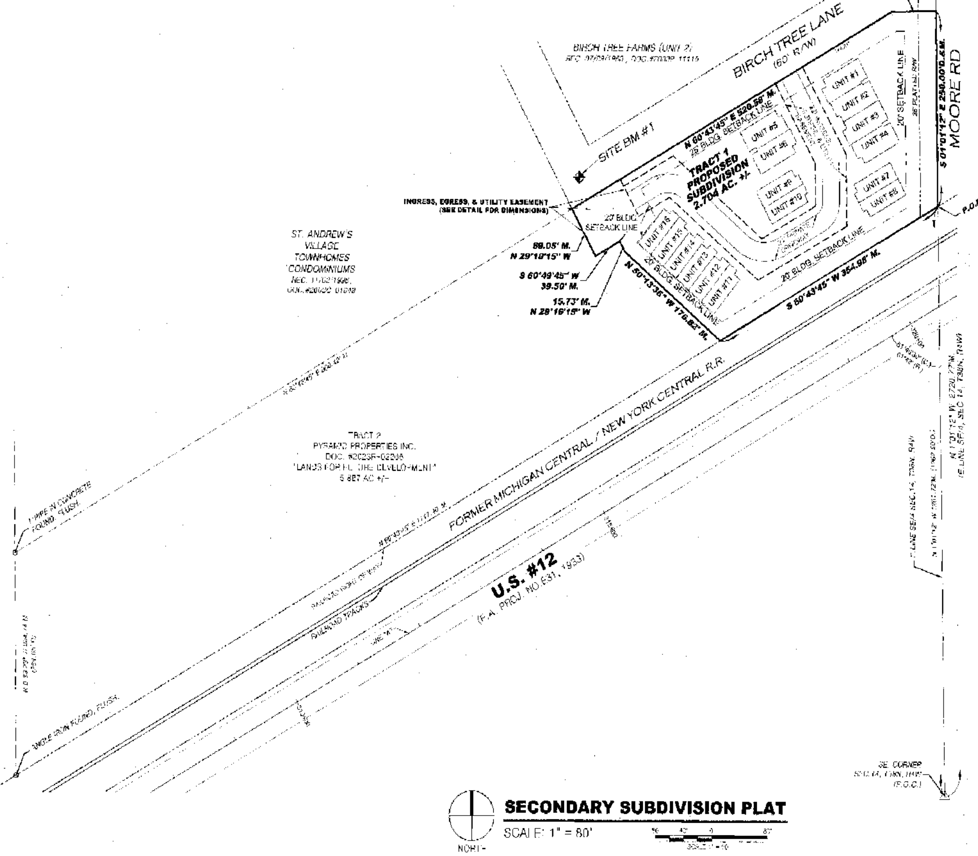
PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH, RANGE 4 WEST
LA PORTE COUNTY, INDIANA

TRACT I LEGAL DESCRIPTION:

A PORTION OF THE LANDS DESCRIBED TO PYRAMID PROPERTIES, INC. IN DOCUMENT NUMBER 2023R-02265, RECORDED MARCH 2, 2023 IN THE OFFICE OF THE LAPORTE COUNTY RECORDERS OFFICE, BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, LAPORTE COUNTY, INDIANA, AS SHOWN ON THE SUBDIVISION PLAT COMPLETED BY BERTSCH FRANK & ASSOCIATES, AND CERTIFIED BY MATTHEW G. BERTSCH (P.S. #20200087) ON JULY 19, 2024 UNDER PROJECT NUMBER 24166 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 01 DEGREES 01 MINUTE 12 SECONDS WEST (BASIS OF BEARINGS BEING NAD83 INDIANA STATE PLANE, ZONE WEST GRID) 1261.72 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION TO A SURVEY MARKER NAIL WITH A "BERTSCH-FRANK" IDENTIFICATION RING ON THE NORTH RIGHT OF WAY LINE OF THE FORMER MICHIGAN CENTRAL/NEW YORK CENTRAL RAILROAD AND THE POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 43 MINUTES 45 SECONDS WEST, 354.98 FEET ALONG SAID RIGHT OF WAY LINE TO A 5/8" REBAR WITH A "BERTSCH-FRANK" IDENTIFICATION CAP; THENCE NORTH 50 DEGREES 13 MINUTES 36 SECONDS WEST, 176.82 FEET A 5/8" REBAR WITH A "BERTSCH-FRANK" IDENTIFICATION CAP; THENCE NORTH 29 DEGREES 16 MINUTES 15 SECONDS WEST, 15.73 FEET A 5/8" REBAR WITH A "BERTSCH-FRANK" IDENTIFICATION CAP; THENCE SOUTH 60 DEGREES 49 MINUTES 45 SECONDS WEST, 39.50 FEET A 5/8" REBAR WITH A "BERTSCH-FRANK" IDENTIFICATION CAP; THENCE NORTH 29 DEGREES 10 MINUTES 15 SECONDS WEST, 69.05 FEET TO A 5/8" REBAR WITH A "BERTSCH-FRANK" IDENTIFICATION CAP ON THE SOUTH RIGHT OF WAY LINE OF BIRCH TREE LANE; THENCE NORTH 60 DEGREES 43 MINUTES 45 SECONDS EAST 520.58 FEET ALONG SAID RIGHT OF WAY TO A 5/8" REBAR WITH A "BERTSCH-FRANK" IDENTIFICATION CAP; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 88 DEGREES 58 MINUTES 48 SECONDS EAST, 62.84 FEET TO A POINT OF INTERSECTION WITH SAID EAST LINE OF SAID SOUTHEAST QUARTER MARKED BY A SURVEY MARKER NAIL WITH A "BERTSCH-FRANK" IDENTIFICATION NAIL; THENCE SOUTH 01 DEGREE 01 MINUTE 12 SECONDS EAST, 250.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. CONTAINING 2.704 ACRES MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

2025R-02986



SECONDARY SUBDIVISION PLAT

SCALE: 1" = 60'

PLAT LEGEND:

BLDG. = "BUILDING" SETBACK LINE
U. & S.D.E. = UTILITY & SURFACE DRAINAGE EASEMENT
R.D.E. = REGULATED DRAIN EASEMENT
F.P.G. = FLOOD PROTECTION GRADE
M. = MEASURED
C. = CALCULATED
D. = DEED
R. = RECORD
P. = PLAT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

PLAT BENCHMARK:

SITE VERTICAL DATUM IS BASED UPON A TOPOGRAPHIC SURVEY COMPLETED BY BERTSCH-FRANK & ASSOCIATES UNDER PROJECT NO [illegible] IS THE [illegible] RIM OF AN EXISTING SANITARY SEWER MANHOLE LOCATED AT THE [illegible] OF BIRCH TREE LANE AND CLEMENS DRIVE.
[illegible] ELEVATION=[illegible]

FLOOD ZONE:

THE SUBJECT PARCEL IS [illegible] DETERMINED TO [illegible] WITHIN "ZONE X" [illegible] OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP FOR MICHIGAN CITY, INDIANA, COMMUNITY NUMBER [illegible], PANEL [illegible] DATED NOVEMBER 6, 2013.

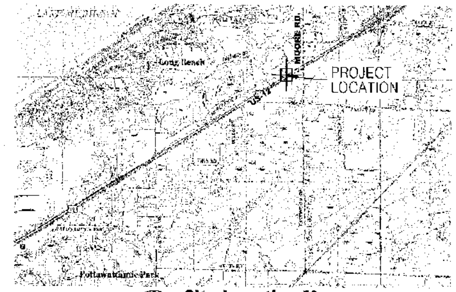
PROFESSIONAL SURVEYOR:

BFA BERTSCH-FRANK & ASSOCIATES LLC
LAND SURVEYING & CONSULTING
LAND PLANNING | LAND SURVEYING

PROJECT DEVELOPER:

PYRAMID PROPERTIES INC.
PO BOX 175
NEW BUFFALO, MI 49117

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
MAR 25 2025
LAPORTE COUNTY AUDITOR



Site Location Map

NORTH

PLAN COMMISSION APPROVAL:

APPROVED BY THE MICHIGAN CITY PLAN COMMISSION ON THE 25th DAY OF February 2025.

PRESIDENT SECRETARY DIRECTOR

DEED OF DEDICATION:

THE OWNER(S) OR REPRESENTATIVE THEREOF HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY ALL THE STREETS, EASEMENTS, AND OTHER PUBLIC IMPROVEMENTS AS SHOWN ON THE SUBDIVISION PLAT.

NAME: ______ EXECUTIVE DIRECTOR NAME: ______ PRESIDENT of Pyramid Properties, Inc.

DATE: ______ DATE: 3-17-25

STATE OF INDIANA) SS:
COUNTY OF La Porte)

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, THIS 17th DAY OF March 2025 PERSONALLY APPEARED Tony Maci, President of Pyramid Properties, Inc. AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

______) NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-16-2030 MY COUNTY OF RESIDENCE: La Porte

ANTHONY NOWAK
My Commission Expires
November 16, 2030
Commission Number NP0620982

CERTIFICATE OF ACCEPTANCE

THE DEDICATION OF RIGHTS OF WAYS INDICATED ON THIS SUBDIVISION PLAT ARE HEREBY ACCEPTED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF MICHIGAN CITY, INDIANA.

THIS ACCEPTANCE DOES NOT CONSTITUTE AGREEMENT BY THE CITY TO CONSTRUCT OR MAINTAIN ANY PUBLIC IMPROVEMENTS WITHIN THE RIGHT OF WAY.

ACCEPTED THIS 3rd DAY OF March, 2025

Skyler York President, BOW

ATTEST:

MICHIGAN CITY - CITY CLERK-TREASURER

SECONDARY PLAT GENERAL NOTES:

1. ALL PROPERTY CORNERS ARE MARKED BY 5/8" X 24" REBAR WITH A BERTSCH FRANK & ASSOCIATES, LLC (FIRM #0081) IDENTIFICATION CAP, EXCEPT AS OTHERWISE NOTED, AND EXCEPT THE CORNERS WHICH FALL WITHIN MOORE ROAD WHICH ARE MARKED BY A SURVEY MARKER NAIL WITH A "BERTSCH-FRANK & ASSOCIATES" IDENTIFICATION RING.
2. A FULL AND COMPLETE COMMITMENT OF TITLE FOR THE SUBJECT PARCEL MAY PROCURE ADDITIONAL EASEMENT AND/OR RIGHT-OF-WAY DOCUMENTATION NOT PRESENTED TO BERTSCH-FRANK & ASSOCIATES, LLC AT THE TIME OF THIS SURVEY.
3. THIS SUBDIVISION PLAT IS THE SUBSEQUENT DEVELOPMENT OF A BOUNDARY RETRACEMENT SURVEY PERFORMED BY BERTSCH-FRANK & ASSOCIATES AS RECORDED IN DOCUMENT NUMBER 2024R-07821, ON 07/24/2024, IN THE OFFICE OF THE LAPORTE COUNTY RECORDER.
4. ANY PRIVATE UTILITIES INSTALLED WITHIN THE 44' INGRESS, EGRESS, & UTILITY EASEMENT SHALL MAINTAIN A MINIMUM 5' HORIZONTAL SEPARATION FROM ALL PUBLIC UTILITIES, INCLUDING SANITARY AND WATER MAINS.

REDACTION STATEMENT:

I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. - MATTHEW S. BERTSCH

LAND SURVEYOR'S CERTIFICATION:

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, HEREBY CERTIFY THAT THE HEREON PLAT REPRESENTS A SURVEY AS MADE UNDER MY DIRECTION, AND THAT THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 AND ANY AMENDMENTS THERETO.

BY: MATTHEW G. BERTSCH

PROJECT NO. 24166.100

DATES OF FIELDWORK:

IN WITNESS THEREOF, I HEREUNTO PLACE MY HAND AND SEAL THIS 24th DAY OF JANUARY, 2025.

MATTHEW C. BERTSCH REGISTERED No. 20200087 STATE OF INDIANA LAND SURVEYOR

MATTHEW S. BERTSCH PLS#20200087

ARKOS DESIGN
117 LINCOLNWAY WEST
MISHAWAKA, IN 46544

BFA BERTSCH-FRANK & ASSOCIATES LLC
FORT WAYNE, IN

THE MOORE
PYRAMID PROPERTIES INC.
MICHIGAN CITY, IN

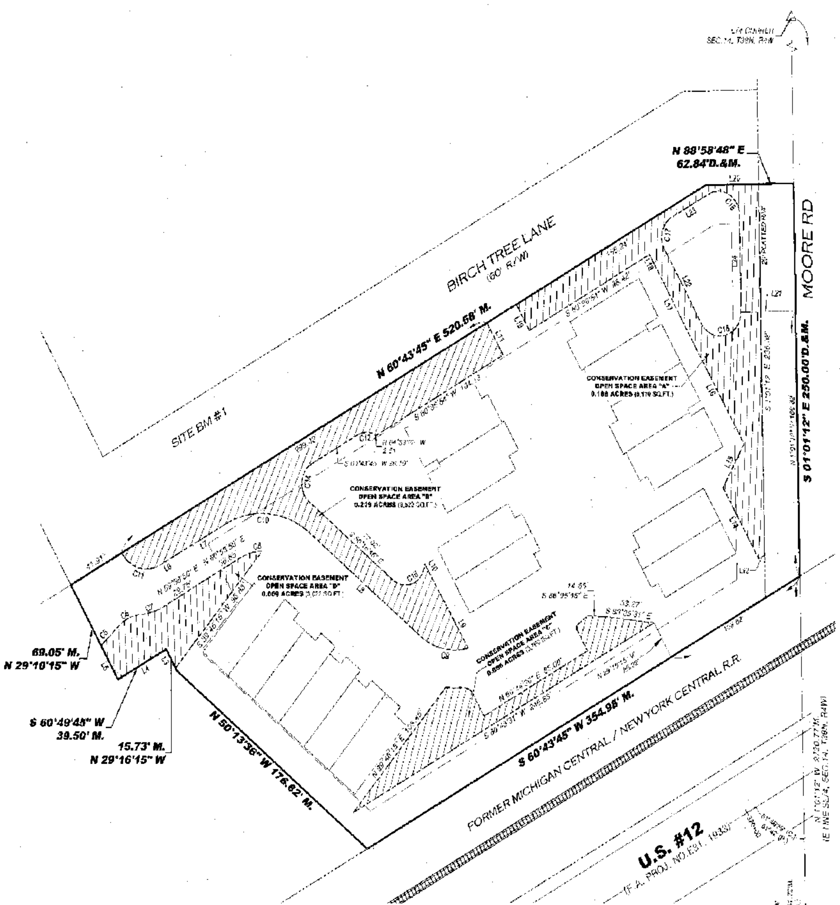
24166.100

Secondary Subdivision Plat

C0.0

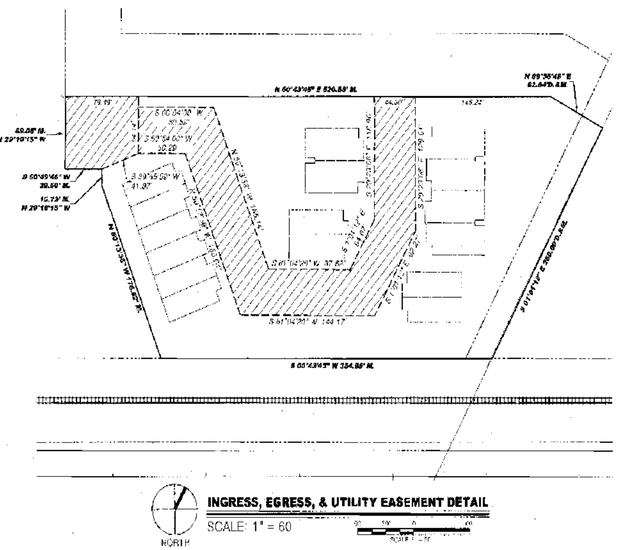
SECONDARY SUBDIVISION PLAT FOR:
THE MOORE

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH, RANGE 4 WEST
LA PORTE COUNTY, INDIANA



Curve Table				
Curve #	Length	Radius	Chord B.	Chord L.
C1	11.02	62.00'	S39°17'30"E	11.00'
C2	9.82'	[illegible]	S64°06'31"E	[illegible]
C3	3.68'	2.00	N12°36'37"E	3.33'
C4	8.78	42.00'	N53°20'08"E	8.76'
C5	17.09'	297.93	N45°30'02"E	17.08
C6	10.51'	24.00'	N35°14'01"E	16.00
C7	20.99'	13.42'	N62°43'34"E	20.70
C8	15.48'	[illegible]	N45°59'42"E	15.29
C9	38.00	[illegible]	N77°45'24"W	34.95'
C10	64.91	54.00	N54°13'56"W	61.07'
C11	31.44'	30.00	N74°03'58"W	28.30
C12	12.31'	10.50'	S64°11'17"W	11.89
C1[illegible]	23.35'	15.00'	S07°14'29"W	[illegible]
C15	31.70'	13.83	N60°17'22"E	26.21
C16	39.70	15.00	S7[illegible]W	29.08'
C17	123.58	15.00	N[illegible]40'19"	21.23'
C15	30.90	15.00	S60°09'44"E	[illegible]

Line Table		
Line #	Length	Direction
L1	18.22	S29°15'00"E
L2	15.64	N29°15'00"W
L3	3.72	N29°18'15"W
L4	30.50'	S60°40'45"W
L5	21.42'	N29°10'15"W
L6	6.41'	N6[illegible]00"E
L7	26.56'	N30°49'27"E
L8	132.0[illegible]	N53°17'38"W
L9	55.91'	S30°00'00"E
L10	0.20'	S20°59'40"E
L11	27.00	S29°20'07"E
L12	[illegible]	S60°45'07"W
L14	51.83	N29°18'45"W
L15	31.73	N26°20'51"E
L16	34.12'	N29°25'01"W
L17	43.15'	N29°34'59"W
L18	5.88	N29°[illegible]13"W
L19	[illegible]	N29°23'06"W
L20	37.84'	N88°58'48"E
L21	33.07	N59°38'42"W
L22	34.08	N29°20'00"W
L23	29.19'	N60°43'45"E
L24	52.07	S01°01'12"E



INGRESS, EGRESS, & UTILITY EASEMENT DETAIL
SCALE: 1" = 60

PLAT LEGEND:

BLDG. = BUILDING SETBACK LINE
U. & S.D.E. = UTILITY & SURFACE DRAINAGE EASEMENT
R.D.E. = REGULATED DRAIN EASEMENT
F.P.G. = FLOOD PROTECTION GRADE
M. = MEASURED
C. = CALCULATED
D. = DEED
R. = RECORD
P. = PLAT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

CONSERVATION EASEMENT DETAIL
SCALE: 1" = 40'

NORTH

PROFESSIONAL SURVEYOR:

BFA BERTSCH-FRANK & ASSOCIATES, LLC
LAND SURVEYING & CONSULTING
LAND PLANNING | LAND SURVEYING

PROJECT DEVELOPER:

PYRAMID PROPERTIES INC.
PO BOX 175
NEW BUFFALO, MI 49117

ARKOS DESIGN
MISHAWAKA, IN 46544

BFA BERTSCH-FRANK & ASSOCIATES, LLC
LAND SURVEYING & CONSULTING
FORT WAYNE, IN

THE MOORE
PYRAMID PROPERTIES, INC.
MOORE ROAD
MICHIGAN CITY, IN

24166.100

Secondary Subdivision Plat

C0.1

EXHIBIT C

Proportionate Share of a Unit

Tract 1 – Sixteen (16) Units

Unit Number	Pro-Rata Percentage of a Tract 1 Unit Compared to Total Square Footage of Tract 1 Units
#1	6.9570%
#2	6.9570%
#3	6. 9570%
#4	6. 9570%
#5	6. 9570%
#6	6. 9570%
#7	5.8258%
#8	5.8258%
#9	5.8258%
#10	5.8258%
#11	5.8258%
#12	5.8258%
#13	5.8258%
#14	5.8258%
#15	5.8258%
#16	5.8258%

Tract 2 - To Be Determined

EXHIBIT D

CONSERVATION EASEMENT

CONSERVATION EASEMENT

The Moore Development Group, LLC, an Indiana limited liability company ("Grantor"), does hereby grant to **The Moore Homeowners Association, Inc.**, an Indiana nonprofit corporation ("Grantee"), this 23rd day of January, 2026 (the "Effective Date"), a Conservation Easement (the "Easement") as follows:

RECITALS

A. Grantor is the owner of an approximate 8.593 acre parcel of real estate located at the intersection of US 12 and Moore Road in Michigan City, formerly identified as Parcel ID 46-01-14-476-001.000-022 (the "Real Estate"), which Real Estate is legally described on **Exhibit A**;

B. Grantor has undertaken the development of a residential community on the Real Estate known as "The Moore", which is a planned unit development (the "Development") approved pursuant to: i) Ordinance No. 4754 of the Michigan City Common Council, which Ordinance is recorded in the La Porte County Recorder's Office as Instrument No. 2025R-00004 (the "PUD Ordinance"); and the final PUD Plat (the "PUD Plat") which was approved by the Michigan City Plan Commission on January 28, 2025 and recorded in the La Porte County Recorder's Office as Instrument No. 2025R-02985 (with the "PUD Ordinance" and the "PUD Plat" being collectively referred to hereafter as the "PUD Documents"), and with the PUD Plat being attached hereto as **Exhibit B**;

C. The Development will be developed in two tracts, known as "Tract 1" and Tract 2", and as of the Effective Date, the major subdivision secondary plat for Tract 1 was approved by the Michigan City Plan Commission on February 25, 2025 (the "Tract 1 Major Subdivision"), which Tract 1 Major Subdivision was recorded in the La Porte County Recorder's Office as Instrument No. 2025R-02986;

D. Following the recording of the PUD Plat and Tract 1 Major Subdivision: i) sixteen "Units" were created in Tract 1, being Unit #1 – Unit 16#, the parcel IDs and legal descriptions of which are attached hereto as **Exhibit C**; ii) the balance of the Real Estate in Tract 1 was assigned a Parcel ID of 46-01-14-476-002.000-022; and iii) the balance of the Real Estate in Tract 2 retained Parcel ID 46-01-14-476-001.000-022;

E. Grantor desires to grant to Grantee a Conversation easement on the portions of the Real Estate labeled and identified as the "CONSERVATION EASEMENT" on Sheet 2 of 3 on the PUD Plat (with the portions being subject to the terms of this Easement being referred to hereafter as the "Dedicated Open Space"), which Easement shall be perpetual and shall be subject to the following terms and conditions:

NOW, THEREFORE, the parties agree as follows:

1. <u>Condition of Dedicated Open Space:</u> The Dedicated Open Space is located within the boundaries of the Real Estate and is part of the Development.

2. <u>Preservation:</u> As of the Effective Date, the Development consists or will consist of forty (40) separate platted lots (individually a "Lot" or collectively the "Lots") and the Dedicated Open Space surrounds some or all of these Lots. The protection and preservation of the Dedicated Open Space as open space is an important matter to the City of Michigan City, Indiana (the "City"), and is essential for the preservation of the surrounding area.

3. <u>Covenants:</u> The Dedicated Open Space may be used for pedestrian traffic, gardens, rest areas (including benches), and other activities by Grantor, Grantee, and the Lot owners that do no harm to the natural, scenic and open condition of the Dedicated Open Space. No permanent structures shall be placed upon the Dedicated Open Space and no vehicular traffic (including automobiles, motorized cycles, scooters, ATV vehicles, or other motorized devices) shall be permitted on the Dedicated Open Space. Sledding, sliding, skiing and similar activities by a Lot owner shall be permitted on the Dedicated Open Space only so long as Grantee determines that such activity does no harm to the Dedicated Open Space or otherwise does not violate the spirit of this Easement.

4. <u>Grantor's Interest:</u> Grantor, as owner of the fee interest of the Real Estate, has an economic interest to preserve and to protect in perpetuity the Dedicated Open

Space. Grantor desires and intends that the Dedicated Open Space shall be preserved and maintained by the continuation of patterns of land use on the Dedicated Open Space that will not interfere with or impair its value and will be consistent with the covenants and provisions of this Easement and its spirit.

5. Protection: The Lots of the Development and any common or limited common area not included in the Dedicated Open Space shall be sold or otherwise transferred by Grantor subject to this Easement. The terms, conditions, and covenants expressed in this Easement shall run with each Lot included in the Development. The protection and preservation of the Dedicated Open Space in such condition is of great economic value to Grantor, Grantee, and the City.

6. Terms of Grant: Grantor desires and intends to transfer Grantor's interest in the Dedicated Open Space to the Grantee, subject to the terms, conditions, and covenants contained in this Easement.

7. Grantee: The Grantee is a nonprofit corporation qualified to do business in Indiana, and Grantee has as its primary purpose the maintenance and care of the Development and the control and enforcement of this Easement and the covenants set forth herein.

8. Terms of Acceptance:

a. The Grantee agrees by the acceptance of this Easement to honor and defend the intentions of the Grantor and to preserve and protect in perpetuity the Dedicated Open Space, pursuant to the terms of this Easement; provided, however, that Grantor intends that enforcement of the terms and provisions of this conservation easement shall be at the discretion of the Grantee within any limitations provided by law and that any forbearance on behalf of the Grantee to exercise its rights in the event of any breach of this Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent breach. In addition, the City, acting by and through its Planning Department and Plan Commission, may also enforce the terms of this Easement as a condition of the PUD Documents.

b. In consideration of the mutual covenants contained in this agreement, and based on Indiana law, Grantor does voluntarily grant and convey to Grantee, its successor and assigns, a conservation easement consisting of the rights enumerated, subject to the exceptions and reservations stated, over and across the Dedicated Open Space.

c. It is the purpose of this Easement to preserve and protect in perpetuity the Dedicated Open Space and to prevent its use or development for any purpose or in any manner that would substantially conflict with this predominant condition.

d. The rights conveyed by Grantor to Grantee by this Easement include the following:

i. To identify, to preserve, to protect, and to maintain in perpetuity the Dedicated Open Space.

ii. To enter upon the Dedicated Open Space at reasonable intervals and times for the purpose of monitoring compliance with the Easement.

iii. To enforce the rights granted by this Easement.

e. Grantor intends that this Easement shall run with and burden the title of the Dedicated Open Space in perpetuity and shall bind Grantor and Grantee, and each of Grantor's and Grantee's successor and assigns, including all successor purchasers of the Real Estate or the Lots.

f. Grantor intends that this Easement shall confine the use of the Dedicated Open Space to activities which are deemed by the Grantee not to constitute an actual or threatened substantial degradation or impairment of the purpose of this Easement.

g. Grantee agrees to pay any and all real property taxes and assessments, if any, levied by any competent entity having taxing authority over the Dedicated Open Space.

9. Not Affording Public Access. Nothing contained in this Easement shall be construed as affording the public access to any portion of the Dedicated Open Space subject to this Easement.

10. Incorporation of Recitals. The recitals at the beginning of this Easement are material to the Easement and are incorporated as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

GRANTOR has hereunto set its hand and seal this 23rd day of January, 2026.

The Moore Development Group, LLC

By: Anthony Macri

Anthony Macri, Trustee of the
Anthony Macri Revocable Trust
Dated June 11, 2021, Member

STATE OF INDIANA)
) SS:
COUNTY OF LA PORTE)

BEFORE ME, a Notary Public, personally appeared **Anthony Macri, Trustee of the Anthony Macri Revocable Trust dated June 11, 2021, a Member of The Moore Development Group, LLC**, who acknowledged the execution of the foregoing Conservation Easement, and who, having been duly sworn upon his oath, stated that any representations therein contained are true.

WITNESS my Notarial Seal this 23rd day of January, 2026.

NOTARY PUBLIC SEAL STATE OF INDIANA
ANTHONY NOVAK
My Commission Expires
November 16, 2030
Commission Number NP0660582
La Porte County

Anthony G. Novak

Anthony G. Novak, Notary Public

DECLARATION

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

/s/ Anthony G. Novak

THIS INSTRUMENT PREPARED BY: Anthony G. Novak, Newby, Lewis, Kaminski & Jones, LLP, 916 Lincolnway, La Porte, Indiana 46350.

EXHIBIT A

Legal Description of Real Estate

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, LA PORTE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, THENCE NORTH01°° 45' WEST ON THE EAST LINE OF SECTION 14, A DISTANCE OF 1262.20 FEET TO A POINT ON THE NORTH PROPERTY LINE OF THE NEW YORK CENTRAL RAILROAD AND THE PLACE OF BEGINNING FOR THE FOLLOWING DESCRIPTION; THENCE SOUTH 60°° 01 WEST ON THE NORTH PROPERTY LINE OF THE NEW YORK CENTRAL RAILROAD, 1502.78 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 01°° 45' WEST, A DISTANCE OF 284.65 FEET; THENCE NORTH 60°° 01'EAST, A DISTANCE OF 1429.55 FEET; THENCE NORTH 88°° 15' EAST, A DISTANCE OF 62.84 FEET TO THE EAST LINE OF SECTION14, THENCE SOUTH 01°° 45' EAST, 250 FEET TO THE PLACE OF BEGINNING, CONTAINING 8.593 ACRES.

EXHIBIT B

The PUD Plat

THE MOORE DEVELOPMENT PUD PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH, RANGE 4 WEST
LA PORTE COUNTY, INDIANA

CONTAINING 8.593 ACRES MORE OR LESS

ZONING SUMMARY	Article 05. R2A Townhouse Residential District Standard	P.U.D.
05.02 Permitted Use	Single Family Detached, Two-Family, Single Family Attached, Townhomes	Standard Met
05.03 Lot Area & Width		
Min. Lot Size SF	5000	1450
Min. Lot Width	35'	24'
Max. Density	8.0 DU/AC	Standard Met
05.04 Building Dimensional Requirements		
Max. Building Height	40'	Standard Met
Min. Front Yard Setback	15'	Standard Met*
Min. Side Yard Setback	10'	8'
Min. Rear Yard Setback	30'	20'
Building Lot Coverage	55%	Standard Met
Impervious Lot Coverage	75%	Standard Met
Min. Floor Area Per Unit SF	1000	Standard Met
*To Edge of Private Road		

SUBDIVISION ORDINANCE SUMMARY	Article 06. Design Standards	P.U.D.
Railroad R.O.W. Treatment	20' Planting Strip	Trail R.O.W.
06.04 Streets		
PUD Residential Street R.O.W.	50'	Private
PUD Residential Street Width (not including curb & gutter)	22'	20'
PUD Street Parking	None	Standard Met
Cul-de-Sac Max. Length	600'	940'
Cul-de-Sac Outside Radius	50'	40'
Pavement Construction	INDOT, City Engineering	Private
Curbs & Gutters	INDOT, City Engineering	Private
06.05 Sidewalks		
Location	Street Frontage	Connection Paths Only
Width	5'	Standard Met
Materials	Concrete	Standard Met
06.12 Landscaping & Greenbelts		
Street Trees	One Per Lot	Standard Met
Detention/Retention Ponds	One Tree and 10 Shrubs per 50 LF of basin.	Standard Met

EXISTING FEATURES

SOILS:
PER USDA NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY MAP
Sa - SAUGATUCK-PIPESTONE COMPLEX.
OaC - OAKVILLA FINE SAND, 4-12 PERCENT SLOPES.

WATER BODIES/WETLANDS: NONE

FLOODPLAIN: THE LIMITS ARE DETERMINED TO LIE WITHIN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DEFINED BY THE FEMA FLOOD INSURANCE RATE MAP FOR CITY OF MICHIGAN CITY 180147, EFFECTIVE 11/16/2013.

STRUCTURES: ONE-STORY CHURCH

TREES: WOODLAND COVERS THE WESTERN PORTION OF THE PROPERTY, HOWEVER, THE MAJORITY OF TREES IN THIS AREA ARE IN POOR CONDITION, OF SMALL SIZE, AND/OR UNDESIRABLE SPECIES. THE EXISTING TREES WERE EVALUATED AND THE HIGHER-QUALITY CLUSTERS AND SPECIMENS IDENTIFIED WILL BE PRESERVED AND THE PLAN IS TO HAVE THE UNITS AND STORMWATER MANAGEMENT DESIGNED AROUND THESE TREES.

NOTES:

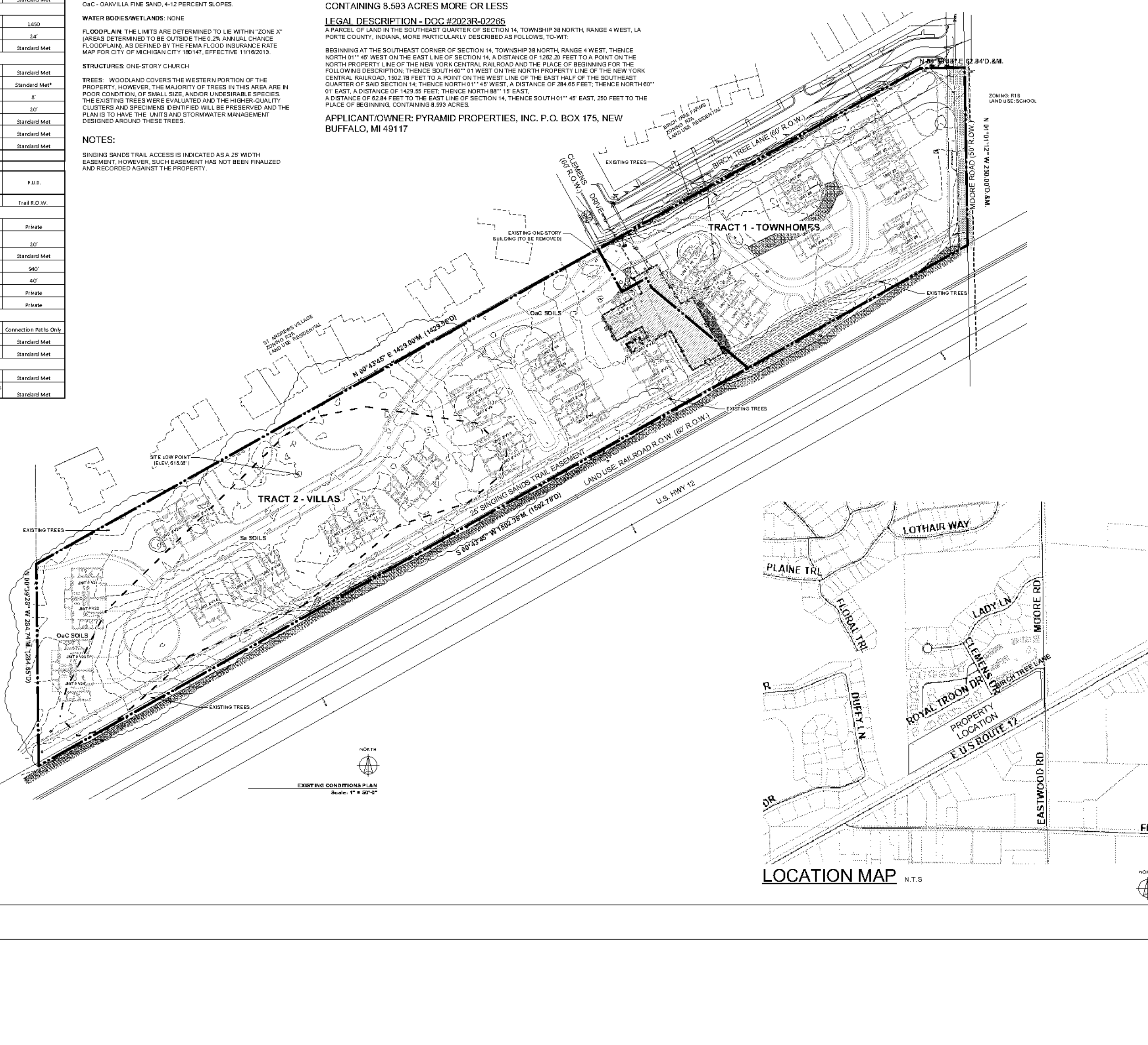
SINGING SANDS TRAIL ACCESS IS INDICATED AS A 25' WIDTH EASEMENT, HOWEVER, SUCH EASEMENT HAS NOT BEEN FINALIZED AND RECORDED AGAINST THE PROPERTY.

LEGAL DESCRIPTION - DOC #2023R-02265

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, LA PORTE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, THENCE NORTH 01°' 45' WEST ON THE EAST LINE OF SECTION 14, A DISTANCE OF 1262.20 FEET TO A POINT ON THE NORTH PROPERTY LINE OF THE NEW YORK CENTRAL RAILROAD AND THE PLACE OF BEGINNING FOR THE FOLLOWING DESCRIPTION; THENCE SOUTH 60°' 01 WEST ON THE NORTH PROPERTY LINE OF THE NEW YORK CENTRAL RAILROAD, 1502.78 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 01°' 45' WEST, A DISTANCE OF 284.65 FEET; THENCE NORTH 60°' 01' EAST, A DISTANCE OF 1429.55 FEET; THENCE NORTH 88°' 15' EAST,
A DISTANCE OF 62.84 FEET TO THE EAST LINE OF SECTION 14, THENCE SOUTH 01°' 45' EAST, 250 FEET TO THE PLACE OF BEGINNING, CONTAINING 8.593 ACRES.

APPLICANT/OWNER: PYRAMID PROPERTIES, INC. P.O. BOX 175, NEW BUFFALO, MI 49117



LOCATION MAP N.T.S

ARKOS DESIGN
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MOORE ROAD DEVELOPMENT
PYRAMID PROPERTIES, INC.
US-12 & MOORE ROAD
MICHIGAN CITY, IN 46360

NO	DESCRIPTION	DATE
	FINAL PUD SUBMISSION	12/20/2024

PROJECT NUMBER

SHEET NAME
COVER SHEET

DRAWING NUMBER
SHEET 1 OF 3

THE MOORE DEVELOPMENT PUD PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH, RANGE 4 WEST
LA PORTE COUNTY, INDIANA

CONTAINING 8.593 ACRES MORE OR LESS

LEGAL DESCRIPTION - DOC #2023R-02265

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 4 WEST, LA PORTE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

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APPLICANT/OWNER: PYRAMID PROPERTIES, INC. P.O. BOX 175, NEW BUFFALO, MI 49117

LAND USE SUMMARY (Per Current Plan)				
Land Use	# Units	Gross Acreage	Gross DU/AC	% Ac.
Tract 1 - Townhomes	16	2.70	5.9	31%
Tract 2 - Villas	24	5.89	4.1	69%
Total	**40**	**8.59**	**4.7**	**100%**
R24 Zoning Allowable:	*68*		*8.0*	

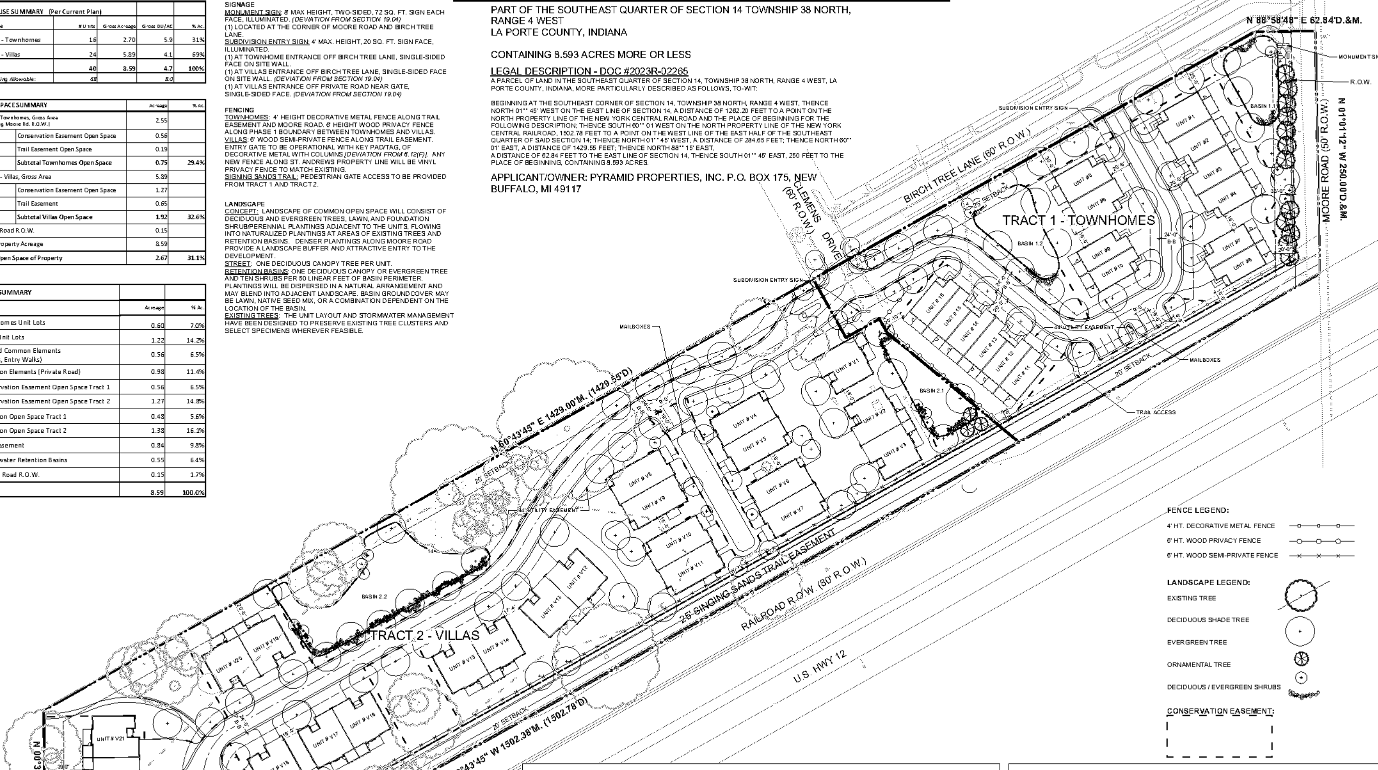
OPEN SPACE SUMMARY		Acreage	% Ac.
Tract 1 - Townhomes, Gross Area (Excluding Moore Rd. R.O.W.)		2.55	
	Conservation Easement Open Space	0.56	
	Trail Easement Open Space	0.19	
	Subtotal Townhomes Open Space	**0.75**	29.4%
Tract 2 - Villas, Gross Area		5.89	
	Conservation Easement Open Space	1.27	
	Trail Easement	0.65	
	Subtotal Villas Open Space	**1.92**	32.6%
Moore Road R.O.W.		0.15	
Total Property Acreage		8.59	
Total Open Space of Property		**2.67**	**31.1%**

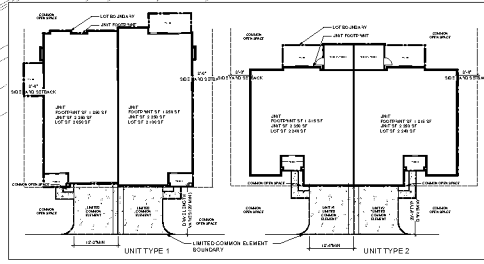
AREA SUMMARY		
Use	Acreage	% Ac.
Townhomes Unit Lots	0.60	7.0%
Villas Unit Lots	1.22	14.2%
Limited Common Elements (Drives, Entry Walks)	0.56	6.5%
Common Elements (Private Road)	0.98	11.4%
Conservation Easement Open Space Tract 1	0.56	6.5%
Conservation Easement Open Space Tract 2	1.27	14.8%
Common Open Space Tract 1	0.48	5.6%
Common Open Space Tract 2	1.38	16.1%
Trail Easement	0.84	9.8%
Stormwater Retention Basins	0.55	6.4%
Moore Road R.O.W.	0.15	1.7%
Total	8.59	100.0%

SIGNAGE
MONUMENT SIGN: 8' MAX HEIGHT, TWO-SIDED, 72 SQ. FT. SIGN EACH FACE, ILLUMINATED. *(DEVIATION FROM SECTION 19.04)*
(1) LOCATED AT THE CORNER OF MOORE ROAD AND BIRCH TREE LANE.
SUBDIVISION ENTRY SIGN: 4' MAX. HEIGHT, 20 SQ. FT. SIGN FACE, ILLUMINATED.
(1) AT TOWNHOME ENTRANCE OFF BIRCH TREE LANE, SINGLE-SIDED FACE ON SITE WALL.
(1) AT VILLAS ENTRANCE OFF BIRCH TREE LANE, SINGLE-SIDED FACE ON SITE WALL. *(DEVIATION FROM SECTION 19.04)*
(1) AT VILLAS ENTRANCE OFF PRIVATE ROAD NEAR GATE, SINGLE-SIDED FACE. *(DEVIATION FROM SECTION 19.04)*

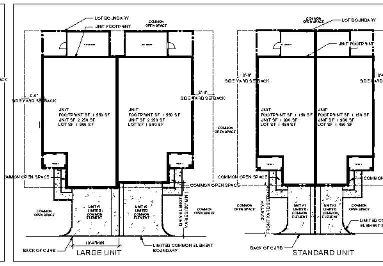
FENCING
TOWNHOMES: 4' HEIGHT DECORATIVE METAL FENCE ALONG TRAIL EASEMENT AND MOORE ROAD. 6' HEIGHT WOOD PRIVACY FENCE ALONG PHASE 1 BOUNDARY BETWEEN TOWNHOMES AND VILLAS.
VILLAS: 6' WOOD SEMI-PRIVATE FENCE ALONG TRAIL EASEMENT. ENTRY GATE TO BE OPERATIONAL WITH KEY PAD/TAG, OF DECORATIVE METAL WITH COLUMNS *(DEVIATION FROM 6.12(F))*. ANY NEW FENCE ALONG ST. ANDREWS PROPERTY LINE WILL BE VINYL PRIVACY FENCE TO MATCH EXISTING.
SIGNING SANDS TRAIL: PEDESTRIAN GATE ACCESS TO BE PROVIDED FROM TRACT 1 AND TRACT 2.

LANDSCAPE
CONCEPT: LANDSCAPE OF COMMON OPEN SPACE WILL CONSIST OF DECIDUOUS AND EVERGREEN TREES, LAWN, AND FOUNDATION SHRUB/PERENNIAL PLANTINGS ADJACENT TO THE UNITS, FLOWING INTO NATURALIZED PLANTINGS AT AREAS OF EXISTING TREES AND RETENTION BASINS. DENSER PLANTINGS ALONG MOORE ROAD PROVIDE A LANDSCAPE BUFFER AND ATTRACTIVE ENTRY TO THE DEVELOPMENT.
STREET: ONE DECIDUOUS CANOPY TREE PER UNIT.
RETENTION BASINS: ONE DECIDUOUS CANOPY OR EVERGREEN TREE AND TEN SHRUBS PER 50 LINEAR FEET OF BASIN PERIMETER. PLANTINGS WILL BE DISPERSED IN A NATURAL ARRANGEMENT AND MAY BLEND INTO ADJACENT LANDSCAPE. BASIN GROUNDCOVER MAY BE LAWN, NATIVE SEED MIX, OR A COMBINATION DEPENDENT ON THE LOCATION OF THE BASIN.
EXISTING TREES: THE UNIT LAYOUT AND STORMWATER MANAGEMENT HAVE BEEN DESIGNED TO PRESERVE EXISTING TREE CLUSTERS AND SELECT SPECIMENS WHEREVER FEASIBLE.





PHASE 2 TYPICAL VILLA UNIT DETAIL



PHASE 1 TYPICAL TOWNHOME UNIT DETAIL

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MOORE ROAD DEVELOPMENT
PYRAMID PROPERTIES, INC.
US-12 & MOORE ROAD
MICHIGAN CITY, IN 46360

PUD SITE PLAN

SHEET 2 OF 3

THE MOORE DEVELOPMENT PUD PLAN

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 38 NORTH,
RANGE 4 WEST
LA PORTE COUNTY, INDIANA

CONTAINING 8.59 ACRES MORE OR LESS

LEGAL DESCRIPTION - DOC #2023R-02265

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APPLICANT/OWNER: PYRAMID PROPERTIES, INC. P.O. BOX 175, NEW BUFFALO, MI 49117

UTILITY NOTES

1. IDEM AND LOCAL PERMITTING ARE REQUIRED FOR PUBLIC SANITARY & PUBLIC WATER IMPROVEMENTS.
2. MINIMUM UTILITY EASEMENT WIDTH SHALL BE 12'.
3. PHASE 2 UTILITIES ARE CURRENTLY IN PLANNING AND ARE SHOWN FOR REFERENCE ONLY.

SANITARY SEWER NOTES

1. (8) UNITS HAVE BEEN AUTHORIZED TO CONNECT TO MICHIGAN CITY SANITARY SEWER BEFORE DOWNSTREAM UPGRADES ARE COMPLETED.
2. ESTIMATED SANITARY FLOWRATES ARE 310 GPD PER UNIT.

STORMWATER MANAGEMENT NOTES

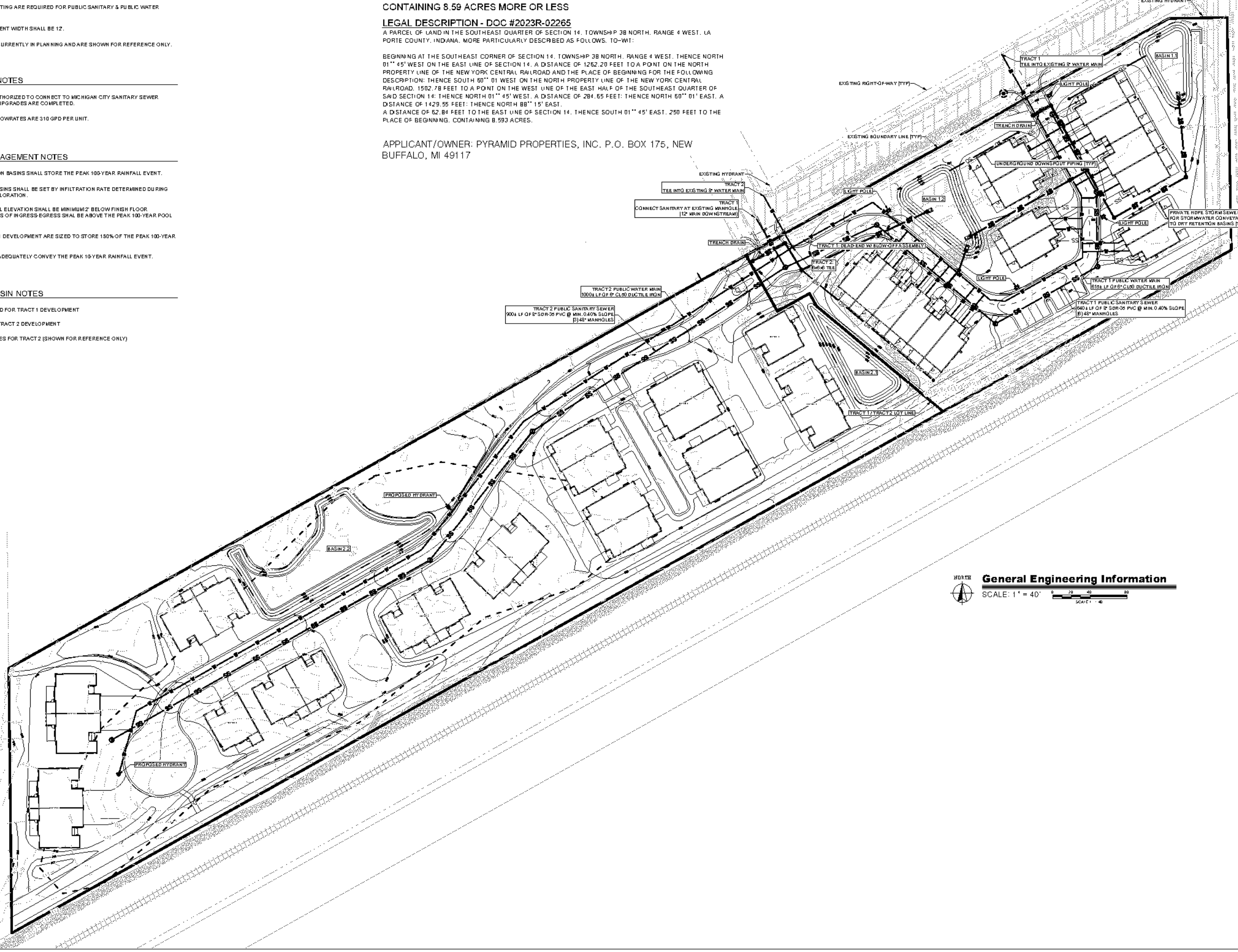
1. STORMWATER RETENTION BASINS SHALL STORE THE PEAK 100-YEAR RAINFALL EVENT.
   1.1. OUTLET RATE OF BASINS SHALL BE SET BY INFILTRATION RATE DETERMINED DURING GEOTECHNICAL EXPLORATION.
   1.2. PEAK 100-YEAR POOL ELEVATION SHALL BE MINIMUM 2' BELOW FINISH FLOOR ELEVATION. AVENUES OF INGRESS-EGRESS SHAL BE ABOVE THE PEAK 100-YEAR POOL ELEVATION.
   1.3. BASINS FOR TRACT 1 DEVELOPMENT ARE SIZED TO STORE 150% OF THE PEAK 100-YEAR RAINFALL EVENT.
2. STORM SEWERS SHALL ADEQUATELY CONVEY THE PEAK 10-YEAR RAINFALL EVENT.

DRY RETENTION BASIN NOTES

BASIN 1.1 & 1.2 ARE REQUIRED FOR TRACT 1 DEVELOPMENT

BASIN 2.1 IS REQUIRED FOR TRACT 2 DEVELOPMENT

BASIN 2.2 IN PLANNING STAGES FOR TRACT 2 (SHOWN FOR REFERENCE ONLY)



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MOORE ROAD DEVELOPMENT
PYRAMID PROPERTIES, INC.
US 12 & MOORE ROAD
MICHIGAN CITY, IN 46360

NO	DESCRIPTION	DATE
	PUD Submission	

PROJECT NUMBER

SHEET NAME
General Engineering Information

DRAWING NUMBER
SHEET 3 OF 3

EXHIBIT C

Legal Description of Units #1 - #16 in Tract 1

Units #1 - #16 in The Moore Development, a Planned Unit Development recorded on March 25, 2025, in the La Porte County Recorder's Office as Instrument No. 2025R-02985.

Parcel IDs of Units #1 - #16 in Tract 1

Unit Number	Parcel ID
#1	46-01-14-476-003.000-022
#2	46-01-14-476-004.000-022
#3	46-01-14-476-005.000-022
#4	46-01-14-476-006.000-022
#5	46-01-14-476-007.000-022
#6	46-01-14-476-008.000-022
#7	46-01-14-476-009.000-022
#8	46-01-14-476-010.000-022
#9	46-01-14-476-011.000-022
#10	46-01-14-476-012.000-022
#11	46-01-14-476-013.000-022
#12	46-01-14-476-014.000-022
#13	46-01-14-476-015.000-022
#14	46-01-14-476-016.000-022
#15	46-01-14-476-017.000-022
#16	46-01-14-476-018.000-022