

**THE OVERLOOK AT  
THORPE CREEK  
“ARCHITECTURAL BUILDING GUIDELINES”**

TO: Overlook at Thorpe Creek Builders/ Lot Purchasers

FROM: Precedent Residential Development, LLC

The following is an outline of the steps to be followed prior to construction, along with the landscaping, lighting, mailbox, and building and architectural requirements for homes constructed in Thorpe Creek. Please contact Doug Wagner at Precedent (805-1281) or Barbie New at 805-1109 with any questions you have.

- I. Approval process for house plans, plot plans and other pertinent information required for approval by the New Construction Committee (NCC).
  - A. All new home plans must be submitted to and approved by the New Construction Committee prior to obtaining a building permit. **A construction deposit of \$500 payable to the Developer must be submitted along with the plans to be reviewed. If the plans are denied, this deposit shall be immediately refunded. If the plans are approved this deposit shall be held until the home is 100% completed. These funds may be used by the developer to install, repair, replace, and/or clean up any issues related to the construction of the home. The Developer shall provide an owner and/or builder with two weeks notice prior to expending any of these funds. This construction deposit does not relieve the owner/builder from their obligations under the Purchase Agreement. Any expenses in excess of \$500 shall be the responsibility of the owner/builder. Upon 100% completion of the home the owner may request a refund of any unused construction deposit, which would be refunded within two weeks.**
  - B. Submit 3 sets of plans (architectural drawing and plot plans) along with the attached New Home Approval Form to Precedent Development. The plans will be approved or denied by the NCC within 21 days from the date the plans are submitted. Once approved or denied, two sets of plans will be returned to builder.

**SPECIAL NOTE: Tree Conservation/Preservation Areas**

**The tree conservation/preservation areas upon any lot must be denoted on plot plans and the builder/lot purchaser is responsible for adhering to all guidelines as set out in the Covenants and Restrictions for these areas. A copy of the specific Tree Preservation and Tree Conservation requirements as set out in the Covenants and Restrictions is detailed below in item VIII and IX.**

- C. A landscaping plan identifying areas where natural vegetation will be disturbed and all proposed plantings with size, type and species. This can be approved at a later date but **must be submitted prior to installation**. Subject to weather, landscaping should be installed within sixty (60) days following substantial completion of residence. (See detailed Building Requirements below.)
- D. Exterior colors and materials can be approved at a later date, but in all cases **these items must be approved before masonry work, painting or roofing begins**. For your convenience, an exterior colors and material submittal sheet has been attached which must be submitted for approval. Please provide color samples or list the general color family of each building material. (i.e. tan, dark red, white, etc)
- E. Please refer to the Declaration of Covenants, Conditions and Restrictions for Thorpe Creek, the Architectural Standards, Guidelines and Procedures, and the plat for each section when preparing house and plot plans especially with regard to the tree conservation and preservation areas.
- F. Each owner, at his/her expense will be required to install a uniform dusk to dawn light, a uniform mailbox, and sidewalks per the standards established by the NCC.

## II. Building Requirements

### A. Square Footage Minimum Requirement

One-Story - 1800 Sq. Ft.

Two-Story - 2100 Sq. Ft.

### B. Setback Requirements

- 6 ft. minimum side yard
- 12 ft. between residences
- Front setback as per plat
- 20 ft. minimum rear yard setback
- 

### C. Interior Design Guidelines

- Each home's first floor plate line shall be a minimum of 9'.
- No more than three (3) bedrooms permitted on any home.
- Each home shall have the master bedroom on the first or main floor.

### D. Masonry Requirements

- Masonry shall be defined as brick, stone, cultured stone, stucco or EFIS materials.
- 50% of the front façade (excluding doors, windows, and garage doors).
- 30% of the first story on both side elevations (excluding doors, windows, and garage doors).
- The side elevation masonry requirement may be modified at the sole discretion of the New Construction Committee (NCC) on a case by case basis, if masonry is also used on the rear elevation.
- The first floor of all 4 sides of any residence immediately adjacent to 126<sup>th</sup> Street shall be of masonry material excluding windows, doors and garage doors.
- The masonry requirements may be modified by the New Construction Committee (NCC) on a case by case basis (i.e. Victorian, Country French, Colonial, Cape Cod, or other styles which lend themselves to the use of less masonry materials).
- Exterior fireplaces shall have masonry chases. Interior or direct vent fireplaces do not require masonry.
- All residences shall also have at least two of the significant architectural design features such as: a reverse gable peak, a bay window on the front elevation, transom windows, etc... as further itemized in the Thorpe Creek PUD Ordinance number 021604A.

### E. Siding/ Window Treatment

- All siding shall be wood, LP, cemplank, or hardiplank materials
- No vinyl siding shall be permitted
- All windows to be wood, aluminum or vinyl-clad materials
- No vinyl or aluminum windows permitted
- Vinyl soffits shall be permitted

### F. Roof Pitch Requirements

- Front to back 6/12 minimum
- Front gables or hips 10/12 minimum
- Ancillary roofs may have a lesser pitch
- All homes shall have a minimum 8" overhang

### G. Landscape Requirements

- A minimum of 2 deciduous trees and/or evergreen trees shall be planted in the front yard. A minimum of 11 shrubs measuring a minimum height or spread of 18" to 24" shall be planted in the front planting beds. The deciduous tree shall be a minimum of two inch caliper (2") at planting measured twelve inches (12") from the ground, and the evergreens a minimum of six foot (6') in height at planting.
- Yards shall be sod or seed. Irrigation is required from the sidewalk to the front corners of the home at a minimum. On corner lots this requirement shall apply to both street facing facades.

### **Street Tree & Irrigation Installation Procedures**

-Each Owner of a Lot is required to install and maintain street trees in accordance with rules and regulations hereafter adopted by the Town of Fishers, Hamilton Southeastern Utilities (HSE) and the Developer or the Association. Such rules shall specify the number of trees required based upon the size of the Lot, the location of the trees, the species of the trees and the size of the required trees. An approved Street Tree Plan (available from Town of Fishers or Developer) must be followed to insure adequate separation from underground utilities. It also is the obligation of the Owner of each Lot to replace the street trees if necessary. To maintain consistency throughout the neighborhood, the Developer will: (i) collect funds for street trees at closing, (ii) coordinate installation of the street trees for the Owner, and (iii) require one supplier to initially install street trees. Such installation by the Developer's supplier shall occur twice per year: once in the spring and once in the fall. Each Owner shall be responsible for general maintenance and watering of trees. **Street trees shall be installed between the sidewalk and the curb unless otherwise required by any governmental authority, agency, or utility company. If Owner plans to install an irrigation system, it is strongly recommended that installation between the curb and sidewalk be delayed until after the required street trees have been installed. It is nearly impossible to install street trees without damaging the existing irrigation. If irrigation lines are installed prior to street tree installation, any cost of repairs will be the sole responsibility of the Owner.** In the event an Owner fails to maintain or replace a parkway tree as required herein, the Association shall have the right to maintain and replace said tree and charge the cost of such to the Owner in the same manner as a Special Assessment.

### **H. Sidewalk Requirement**

- Public sidewalks required on all lots. Builder is required to contact the local building authority to determine the exact sidewalk specifications required. The sidewalk width; distance from curb and right of way line; maximum slope requirements and handicap accessibility specifications vary per municipality. Contact the Fishers Public Works Dept. at (317) 595-3160.

### **I. Miscellaneous Requirements**

- The affairs of the neighborhood shall be governed by the Thorpe Creek Homeowners Association, Inc. and related Declaration of Covenants, Conditions and Restrictions.
- All plans must be approved by the New Construction Committee (NCC) prior to construction.
- All driveways to be concrete. Any modification i.e. color changes, stamping, etc. must be approved by the NCC.
- Driveways may be a maximum of 16' wide at the lot line.
- Uniform mailboxes required as determined by developer.
- Uniform dusk to dawn yard lights required as determined by developer.
- All exterior colors must be approved by the NCC and shall feature base color with natural tones and subtle hues.
- Crawl space or basement required (no slabs permitted).
- Side load or courtyard entry garages shall have a minimum of 2 windows on the front façade of the garage.
- Front load garages protruding more than 8 ft. shall contain a window on the side of the garage closest to the entry to the residence.
- No equipment vents permitted on the front of homes. Metal flues shall be located to the rear of the home and painted black.
- No outbuildings or storage sheds permitted.
- Decorative street lights and traffic control signage shall be utilized and shall be maintained by the HOA.
- All homes to have address stones or decorative plaques.
- All fencing must be approved by the HOA. All fencing (except that installed by the Developer) shall be of black wrought iron or simulated black wrought iron style. Fencing height shall be a maximum of four feet (4') except where taller may be required by local or state ordinance when installing an in-ground pool.

- All homes shall have a light at the front door.
- Residences with either (i) brick on at least fifty (50) percent of the area of the front façade (windows, doors, garage doors, accompanying frames and any other opening are excluded from calculations of the area) or (ii) a covered front porch, with railings, of at least eight feet in width and four feet in depth or a minimum of thirty-two (32) square feet, shall have at least two (2) of the following significant architectural design features. Residences with neither (i) fifty (50) percent brick on the area of the front façade (windows, doors, garage doors, accompanying frames and any other opening are excluded from calculations of the area) nor (ii) a front porch of the preceding dimensions shall have a combination of four (4) or more of the following features:
  - 1) A reverse gable peak
  - 2) A covered front porch, with railings on front and side, of at least eight (8) feet in width and four (4) feet in depth or a minimum of thirty-two (32) square feet
  - 3) A thirty-two (32) inch brick or stone plinth with water table on all sides
  - 4) Architectural treatment on gable ends
  - 5) Two separate overhead garage doors for each two (2) car garage, and three (3) separate overhead garage doors for each three (3) car garage
  - 6) Covered front stoop/steps with pathway leading from sidewalk or driveway
  - 7) A bay window on the front elevation
  - 8) Architecturally treated entranceways for residences without a front porch
  - 9) Garage doors containing windows of high standard and quality
  - 10) Overhang or soffit of at least eight (8) inches from exterior walls
  - 11) Transom windows
  - 12) A veranda/ balcony
  - 13) Two or more roof planes
  - 14) A brick accent area of at least twenty-five (25) percent of the area of the front elevation (windows, doors, garage doors, accompanying frames and any other openings are excluded from calculations of the area)
  - 15) At least two (2) dormers
  - 16) At least two (2) feet of relief at two (2) or more points along the front façade elevation, excluding relief for doors and windows and garage
  - 17) Decorative shutters
  - 18) Architecturally-enhanced articulated trim moldings, such as fipons above window
- The monotony code shall apply.

#### **J. Homeowner's Association**

-Mandatory annual homeowners association dues are to be determined for 2010, covering maintenance of ponds, fountains, entry ways, lighting, landscaping, mowing of all common areas and snow removal. Dues will be reviewed annually. Dues are to be raised  $\pm$  \$200 in the future to accommodate for anticipated pool and bathhouse.

-Optional Maintenance Services:

If the homeowner chooses to participate in the optional maintenance services, annually the Association will arrange for a third party vendor to provide each lot within the Overlook with a proposal for the following service to be performed by such vendor.

##### Grounds Care

Weekly lawn mowing service Spring-Fall  
 4 seasonal treatments of lawn fertilizer with crabgrass control  
 2 seasonal applications of broadleaf weed control  
 Twice per season: edging along sidewalks, curbs, and driveway  
 Mulch landscape beds each season  
 Weed control in landscape beds as needed  
 Pruning & fertilizing of shrubbery twice per season  
 Spring clean up of grounds  
 Spring clean out & start-up of irrigation system

Fall clean out & shut-down of irrigation system  
 One-time end of season Fall clean up and leaf removal  
 Upon request: insect control spray for trees

Snow removal

Your private drive and walkway to front door when 2" or more snow events occur

**Fee for 2010:**

The monthly fee for the described services is to be determined annually. Homeowners will be billed directly from the vendor for these services. This fee is on top of the mandatory annual homeowners association dues.

\* Homeowners living within The Overlook at Thorpe Creek who do not participate in the Optional Maintenance Services are required to maintain their property in a manner consistent with the Community-Wide Standards and all applicable Covenants.

**K. Reserve Budget and Capital Contribution**

- At the closing of the first purchase of a lot for occupation from Builder or Developer, each such Purchaser shall contribute to the capital of the Association in an amount equal to \$150.00 (a "Capital Contribution"). This Initial Capital Contribution shall be dispersed at the Closing to the Association for capital purposes. When this Initial Capital Contribution is dispersed to the Association, the Association shall place it in a reserve account for the purpose of repairing or replacing capital assets (i.e., signage, street lights, pool and bathhouse, etc.)

Developer, its assignee or assigns and any Builder shall not be considered a purchaser and subject to any Capital Contributions. The Initial Capital Contribution may be adjusted by the Association and included within and distributed with the applicable budget and notices of assessments as provided herein.

**III. Mailboxes (uniform)**

Supplier: Estes Designs and Manufacturing, 470 S. Mitthoeffer Road, Indianapolis, IN 46229.  
 Phone: (317) 899-2203

Ordering Instructions: Contact Estes Designs at least two weeks prior to desired installation. Payment may be required by Estes Designs prior to installation. **Cost:** \$439.99 (Includes installation) This price is subject to change. **Specifications:** 888K-6 Model – Black T2 Mailbox mounted on Aluminum Post Includes Address plaque and paper box.

**IV. Post lights on photocell (must be purchased and installed by Westfield Lighting)**

- \*\* Supplier: Westfield Lighting, 3440 East State Road 32, Westfield, IN 46074  
 Phone: (317) 896-3033
- \*\* Locations: All post lamps must be located 6' inside driveway and 6' inside the public sidewalk. This consistency will allow for soft street lighting. It is the builder's/ owner's responsibility to get electricity to the light pole location.
- \*\* Specifications: Post MX 1093 BK PHC11/ Fixture MX 1007 BK/ Base HKSB70-BK  
 Cost: \$\$240
- \*\* There is an additional charge for installation. Please contact Westfield Lighting for this service if you do not install it yourself.
- \*\* Must give 3-4 weeks notice.

**V. Utility Permits (Subject to Change Without Notice)**

**A. Sanitary Sewer**

1. Application must be submitted to Hamilton Southeastern Utilities, Inc. ("HSE") at 11911 Lakeside Dr., Fishers, IN 46038. Telephone: 577-2300

2. All applications must be accompanied with the following:
  - a. House Plan
  - b. Site Plan - showing lateral location and house entrance location
  - c. Service Contract
  - d. Connection Permit Application
  - e. Name, address and phone number of contractor installing lateral
  - f. \$305 check payable to Hamilton Southeastern Utilities, Inc. (This fee is subject to change)
3. Gas- Vectren - 800-227-1376 or www.vectren.com
4. Electric – Cinergy – 800-521-2232
5. Phone service – Embarq – 800-257-3212
6. Cable T.V. - Comcast - 776-0660
7. Water - Indianapolis Water Company - 631-1431
8. Trash removal - Republic Services – 317-917-7300

#### **VI. Building Permits (Subject to Change Without Notice)**

- A. Application must be submitted to the Town of Fishers Planning Department, located at Municipal Drive, Fishers, IN 46038. The Planning Department's telephone number is 595-3120.
- B. The Sanitary Sewer Permit from Hamilton Southeastern Utilities, Inc. must accompany your application for a building permit.

#### **VII. Impact Fees**

- A. A Road Impact Fee Agreement has been executed between Precedent Development and the Town of Fishers. The Town is no longer collecting the Road Impact Fee for Thorpe Creek as of June 20, 2006. Lot purchasers will pay the applicable Road Impact Fee directly to Precedent Development at the lot closing.
- B. Developer wishes to inform the lot purchaser that the Indianapolis Water Company has implemented a Water Impact Fee for all new home construction. This fee amount is based on the water meter size and may range between \$1,200 and \$6,000. The lot purchaser must verify the actual cost with the water company. This fee is not included in your permit or hook-up charge. The invoice for this impact fee will be included with the first water bill received during the construction of this home.

#### **VIII. Builder Responsibilities During Construction**

- A. **Prior to clearing any wooded lots all trees to be cut must be marked with ribbon or paint and approved by the NCC prior to cutting of trees.**
- B. When basement and/or foundation of residence is constructed, stone shall be installed over the path of driveway and shall be level with curb at the lot line to avoid curb break-up.
- C. No track vehicles or heavy equipment vehicles shall be operated or unloaded on any street.
- D. No construction vehicles, shacks or outhouses shall be erected or situated on any lot without the prior approval of developer.
- E. During the construction period, the lot shall be maintained in a clean and orderly manner at all times. All loose shingles, lumber, brick, block, drywall, insulation or other building materials, which can blow onto adjacent lots, shall not be left lying around. Construction trash shall be contained in a trash fence or enclosed area and shall be removed from the lot once per week or contained in a dumpster on site provided by a trash disposal service which will empty container as needed.
- F. The lot owner shall be responsible for removal of dirt, mud, debris or other foreign material of any kind, which may be deposited upon the road or easements from construction on the lot. If such deposits

occur, then the lot owner shall make provisions to remove such deposits within twenty-four (24) hours or the Committee or Developer may remove such deposits and charge the lot owner using funds from the construction deposit.

- G. All utility services, including but not limited to water, power, sanitary sewers, telephone or cable, to the lot shall be shown on the plot plan and said services shall not undermine the curbs or alter the subsurface or surface drainage systems.
- H. Sump pumps shall be connected to subsurface drains where provided by developer prior to home completion. Downspouts are not to be tied into these subsurface lines. Any damage done to subsurface drains shall be the responsibility of the builder/owner.
- I. Drainage on all lots has been set up and approved by Hamilton County and the Town of Fishers. Once construction starts, it is the responsibility of each owner or builder to provide drainage off and around his property to the appropriate drainage easements.

#### **IX. Tree Preservation Areas**

There are strips of ground within the Community which are denoted or will be denoted on the Plat (recorded with the Recorder of Hamilton County, Indiana) as Tree Preservation Areas. The Developer shall endeavor to preserve all trees larger than four inches (4") in diameter [measured six inches (6") above ground] within the Tree Preservation Areas except in those portions of any such Tree Preservation Areas as are necessary for the installation of utilities and drainage swales.

Except as noted immediately below, each Builder and/or Developer shall endeavor to preserve trees within the Tree Preservation Area, and Owners of Lots shall not remove trees within the Tree Preservation Areas except as necessary for:

- (a) The clearing of underbrush and dead trees within the Tree Preservation Areas shall be allowed;
- (b) The removal of trees necessary for the installation of utilities and drainage improvements and infrastructure and multi-use trail or other requirements by the Town of Fishers, Hamilton County Surveyor or other city, county or state agencies shall be allowed; and
- (c) The removal of trees necessary for construction of a home or other approved improvements on the lot.
- (d) Trees may be removed as necessary for public health and safety.

Except as set forth in subparagraphs (a), (b), (c), and (d) immediately above, each tree within the Tree Preservation Areas identified on the Plat which is badly damaged or destroyed by a Builder or by a Lot Owner during the course of construction activities and which is greater than four inches (4") in diameter, measured six inches (6") above ground, shall be replaced within one (1) year, with a tree which is at least two and one-half inches (2 ½") in diameter measured six inches (6") above ground. Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one (1) year of their planting shall promptly be replaced with a substantially similar tree. The Person responsible for replacing any such tree hereunder, either initially or, if necessary, within the one year period after planting, will be the Owner of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a Builder or another Lot Owner in the course of construction of a Dwelling on another Lot in the Community, the Owner of the Lot upon which such Dwelling was being constructed will be responsible for replacing any such tree within the Tree Preservation Area. The provisions of this section imposing responsibility upon a Lot Owner for the replacement of any such tree are for the benefit of the Association and the Community and shall not be deemed or construed as limiting, in any way, the liability of any Builder to any such Owner and/or the Association for any damage to any trees in the Tree Preservation Area.

#### **X. Tree Conservation Areas**

As identified on the Final Plat recorded with the Recorder of Hamilton County, Indiana, there are strips of ground noted on lots marked as Tree Conservation Areas. In developing the Community, the Developer shall attempt to conserve all trees four inches (4") in diameter [measured six inches (6") above ground] or larger, except as necessary for the installation of utilities and drainage swales.

Except as noted immediately below, each Builder, Lot Owner and/or Developer shall endeavor to conserve trees within the Tree Conservation Area, and Owners of Lots shall not remove trees within the Tree Conservation Areas except as necessary for:

- (a) The clearing of underbrush and dead trees within the Tree Conservation Areas shall be allowed;
- (b) The removal of trees necessary for the installation of utilities and drainage improvements and infrastructure shall be allowed; and
- (c) Trees may be removed as necessary for public health and safety.

Except as set forth in subparagraphs (a), (b), and (c) immediately above, each tree within the Tree Conservation Areas identified on the Plat which is badly damaged or destroyed by a Builder or by a Lot Owner during the course of construction activities or after occupancy and which is four inches (4") in diameter [measured six inches (6") above ground] or larger, shall be replaced within one (1) year, with a tree which is at least two and one-half inches (2 ½ ") in diameter [measured six inches (6") above ground]. Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one year of their planting shall promptly be replaced with a substantially similar tree. The Person responsible for replacing any such tree hereunder, either initially or, if necessary, within the one year period after planting, will be the Owner of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a Builder or another Lot Owner in the course of construction of a Dwelling on another Lot in the Community, the Owner of the Lot upon which such Dwelling was being constructed will be responsible for replacing any such tree within the Tree Conservation Area..

Trees within any such Tree Conservation Areas shall be permanently maintained by the Owner of the applicable portion of the real estate and their successors in title. Periodic maintenance, seasonal plantings and the like shall not be subject to the restrictions in this Section. During construction, Builders shall provide adequate physical barriers such as straw bales or snow fencing to protect designated trees to be conserved from damage by construction equipment and activities.

**Construction Deposit Release**

Lot # \_\_\_\_\_ Community \_\_\_\_\_

Builder \_\_\_\_\_ Phone # \_\_\_\_\_

Owner (if other than builder) \_\_\_\_\_ Phone # \_\_\_\_\_

Address to Return Deposit \_\_\_\_\_  
\_\_\_\_\_

**Checklist**

- \_\_\_\_\_ Home construction complete
- \_\_\_\_\_ Sidewalk installed properly including handicap ramps
- \_\_\_\_\_ Landscaping installed per building requirements
- \_\_\_\_\_ Yard light installed and in proper location
- \_\_\_\_\_ Mailbox installed
- \_\_\_\_\_ Manholes accurate to grade
- \_\_\_\_\_ Debris on neighboring lots removed and disturbed areas re-seeded
- \_\_\_\_\_ Address block installed
- \_\_\_\_\_ No damage to curb or street
- \_\_\_\_\_ Established lawn with all erosion control measures removed

Upon 100% completion of the home and the above noted items, the owner may request a refund of any unused construction deposit, which will be refunded within two weeks.

**THORPE CREEK**  
**NEW HOME EXTERIOR COLOR APPROVAL**

**PROVIDE COLOR SAMPLES OR LIST THE GENERAL COLOR FAMILY OF EACH  
BUILDING MATERIAL  
(i.e. tan, dark red, white, etc)**

Lot # \_\_\_\_\_

Builder \_\_\_\_\_ Phone # \_\_\_\_\_

Owner (if other than builder) \_\_\_\_\_ Phone # \_\_\_\_\_

Brick Color (Manufacturer and Color) \_\_\_\_\_

Stone Color (Manufacturer and Color) \_\_\_\_\_

Siding Color (Type and Color) \_\_\_\_\_

Exterior Trim Color (Type and Color) \_\_\_\_\_

Roof Color (Shingle Type and Color) \_\_\_\_\_

Shutter Color (Type and Color) \_\_\_\_\_

Additional comments or helpful information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:**

**The NCC reserves the right to require the builder/owner to submit samples of any of the above prior to giving any final approvals.**

\_\_\_\_\_

**NCC Architectural Approval**

\_\_\_ New Home Materials/Colors Approved

\_\_\_\_\_  
Signature – Thorpe Creek NCC                      Date

\_\_\_ New Home Materials/Colors Denied

\_\_\_\_\_  
Signature – Thorpe Creek NCC                      Date