

# WHITESTOWN PLAN COMMISSION

## Certification Memo



(317) 769-6557



6210 Veterans Drive



Whitestown, IN 46075



February 11<sup>th</sup>, 2025

RE: ZONING MAP CHANGE OF THE WHITESTOWN UNIFIED DEVELOPMENT ORDINANCE (PC24-050-ZA), 4935 E 750 S, 7500 S Wolfe Road & 7750 S Wolfe Road.

In accordance with IC 36-7-4-608, the Whitestown Plan Commission hereby certifies their recommendation to the Whitestown Town Council as described below.

At their public hearing on February 10<sup>th</sup>, 2025, the Whitestown Plan Commission voted 7-0-0 to forward a favorable recommendation to the Town Council pursuant to IC 36-7-4-608 regarding the zoning map change. The zoning amendment includes applicant Lennar Homes of Indiana who is seeking to rezone approximately +/- 170.5 acres, in the Town of Whitestown, Indiana, from the from the AG – General Agriculture zoning district to the R3 – Medium-Density Single-family and Two-family Residential zoning district. The property is located at 4935 E 750 S, Lebanon, 7500 S Wolfe Road & 7750 S Wolfe Road (Brownsburg), Indiana.

The property described in the legal description is contained in the attached **Exhibit A** and generally represented in **Exhibit B**. In order to entice the rezone, the petitioner made a set of commitments, a copy of which is attached hereto as **Exhibit C**.

If you have any questions, please contact me at your earliest convenience.

Respectfully,

*Allan Henderson*

Allan Henderson, AICP  
Planning Administrator

## Exhibit A: Legal Description

The Land referred to herein below is situated in the County of Boone, State of Indiana, and is described as follows:

The East Half of the East Half of the Southeast Quarter of Section 11; also the West Half of the Southwest Quarter of Section 12; also the East Half of the Southwest Quarter of Section 12, except ten (10) acres off the South end thereof and except nineteen and three tenths (19.3) acres, 69 rods long and 45 rods wide out of the Northeast corner thereof, all in Township 17 North, Range 1 East, containing in all 170 and 7 tenths acres more and less, situated in Perry Township, Boone County, Indiana.

Except:

A part of the West Half of the Southwest Quarter of Section 12, Township 17 North, Range 1 East, Perry Township, Boone County, Indiana, more fully described by:

Commencing at the Northwest corner of the Southwest Quarter of said Section 12; thence North 88 degrees 25 minutes 36 seconds East, along the quarter section line and the approximate centerline of County Road 750 South, a distance of 367.31 feet; thence South 02 degrees 49 minutes 35 seconds West, along the approximate centerline of Wolfe Road, a distance of 1069.05 feet; thence along a curve to the left, a radius of 100.00 feet, an arc length of 20.63 feet, a chord bearing of South 03 degrees 05 minutes 03 seconds East for a distance of 20.60 feet; thence continuing said curve, to the left following the approximate centerline of Wolfe Road, a radius of 100.00 feet, an arc length of 123.81 feet, a chord bearing of South 44 degrees 27 minutes 49 seconds East for a distance of 116.05 feet; thence South 79 degrees 55 minutes 56 seconds East along said centerline of Wolfe Road, a distance of 90.35 feet; thence along a curve to the right following the approximate centerline of Wolfe Road, a radius of 71.00 feet, an arc length of 102.48 feet, a chord bearing of South 38 degrees 34 minutes 59 seconds East for a distance of 93.81 feet; thence South 02 degrees 45 minutes 56 seconds West, along the approximate centerline of Wolfe Road, a distance of 132.21 feet; thence North 89 degrees 12 minutes 26 seconds West a distance of 434.94 feet; thence North 01 degrees 50 minutes 10 seconds West a distance of 294.82 feet; thence North 89 degrees 08 minutes 34 seconds East a distance of 222.00 feet to the Point of Beginning containing 2.6125 acres.

(For Reference Only) Property Address:  
7500 South Wolfe Road (Est), Brownsburg, IN 46112  
4935 East 750 South (Est), Lebanon, IN 46052

(For Reference Only) Tax Parcel ID No.:  
032-05470-01 / 06-03-12-000-013.001-032  
032-05480-00 / 06-03-11-000-001.000-032

The Land referred to herein below is situated in the County of Boone, State of Indiana, and is described as follows:

A part of the West Half of the Southwest Quarter of Section 12, Township 17 North, Range 1 East, Perry Township, Boone County, Indiana, more fully described as follows:

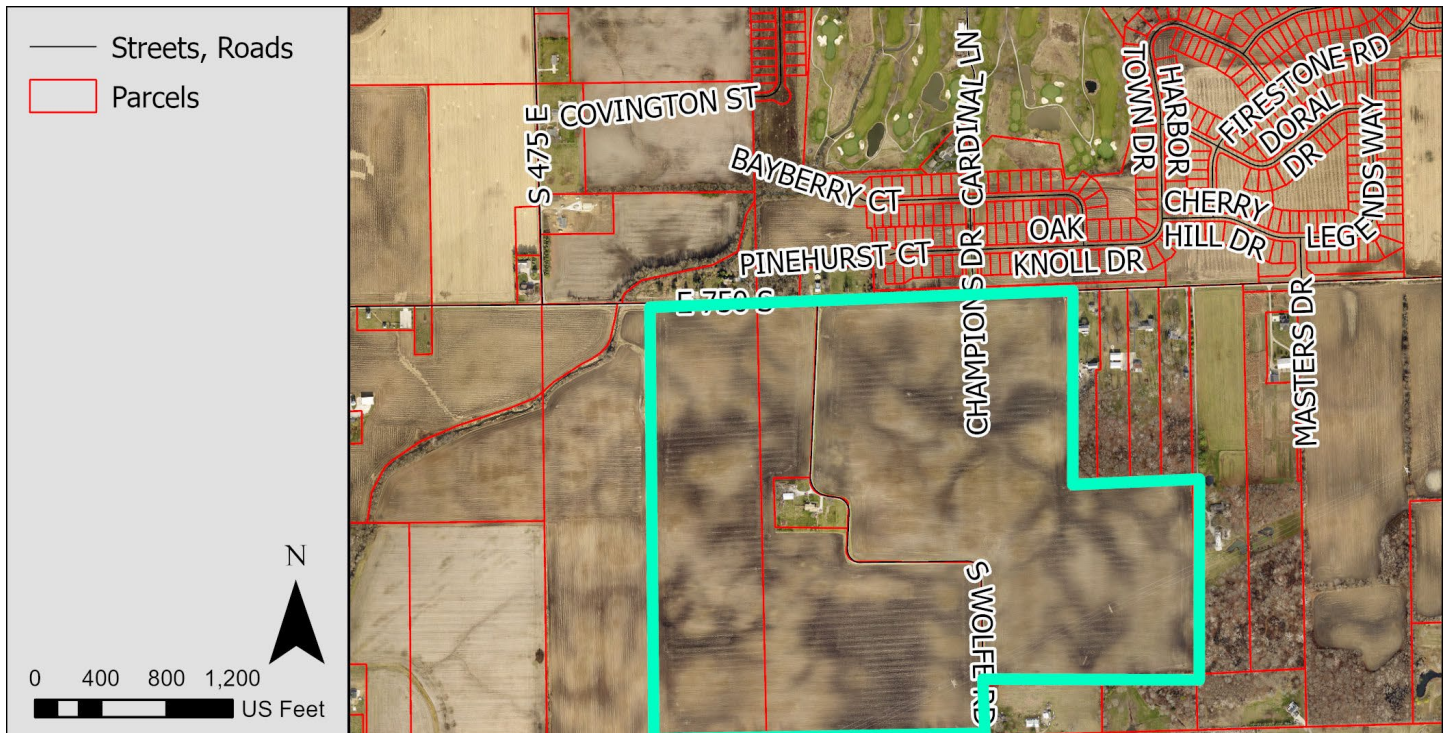
Commencing at the Northwest corner of the Southwest Quarter of Section 12, thence North 88 degrees 25 minutes 36 seconds East along the Quarter Section line and the approximate center of County Road 750 South, a distance of 367.31 feet; thence South 02 degrees 49 minutes 35 seconds West along the approximate center line of Wolfe Road a distance of 1069.05 feet; thence along a curve to the left, a radius of 100.00 feet, an arc length of 20.63 feet, a chord bearing South 03 degrees 05 minutes 03 seconds East for a distance of 20.60 feet; thence continuing said curve, to the left following the approximate center line of Wolfe Road, a radius of 100.00 feet and arc length of 123.81 feet, a chord bearing South 44 degrees 27 minutes 49 seconds East for a distance of 116.05 feet; thence South 79 degrees 55 minutes 56 seconds East along said center line of Wolfe Road a distance of 90.35 feet; thence along a curve to the right following the approximate center line of Wolfe Road, a radius of 71.00 feet, an arc length of 102.48 feet, a chord bearing South 38 degrees 34 minutes 59 seconds East for a distance of 93.81 feet; thence South 02 degrees 45 minutes 56 seconds West along the approximate center line of Wolfe Road, a distance of 132.21 feet; thence North 89 degrees 12 minutes 26 seconds West a distance of 434.94 feet; thence North 01 degree 50 minutes 10 seconds West, a distance of 222.00 feet to the Point of Beginning, containing 2.6125 acres.

*The Property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.*

(For Reference Only) Property Address: 7750 South Wolfe Road, Brownsburg, IN 46112  
(For Reference Only) Tax Parcel ID No.: 032-05470-00 / 06-03-12-000-013.000-032



## Exhibit B: Map



## Exhibit C: Commitments

The following commitments were offered by the petitioners as a condition of the favorable recommendation by the Whitestown Plan Commission to the Whitestown Town Council:

### Commitments

Lennar Homes of Indiana, LLC ("Petitioner")  
Docket No.: PC24-050-ZA-Cardinal Estates  
4935 E 750 S (Est), 7500 S Wolfe Rd (Est) & 7750 S Wolfe Rd ("Site")

1. Petitioner, Lennar Homes of Indiana, LLC ("Petitioner") agrees to provide a buffer area at least 15 feet wide ("15' Buffer") along the eastern border of the Site. Drainage improvements and other utilities may be installed within the 15' Buffer.
2. All homes within the Cardinal Estates residential neighborhood to be developed on the Site ("Cardinal Estates") will be one-story or one and ½-story homes.
3. The maximum number of homes within Cardinal Estates will be 356 homes.
4. All lighting on the Site shall comply with the requirements of the Whitestown Unified Development Ordinance ("UDO") in effect at the time the rezoning of the Site is approved by the Whitestown Town Council. Street lighting fixtures shall be shielded, contain sharp cutoffs or otherwise be designed to direct light predominately downward as opposed to laterally.
5. Prior to the filing of a petition for approval of a Primary Plat, Petitioner's drainage engineer shall meet with the owners ("Adjacent 5355 Owners") of the parcel ("Adjacent 5355 Parcel") to the east of the Site commonly known as 5355 E 750 S and the owners ("Adjacent 5505 Owners") of the parcel ("Adjacent 5505 Parcel") to the east of the Site commonly known as 5505 E 750 S at the Site and/or at the Adjacent 5355 Parcel and/or the Adjacent 5505 Parcel to discuss the Site's drainage and to explain how the Petitioner intends to accommodate drainage flowing into the Site from the Adjacent 5355 Parcel and/or the Adjacent 5505 Parcel. Additionally, at the meeting, Petitioner shall advise the Owners of the estimated date that Petitioner plans to file with the Whitestown Planning Department a petition for approval of a Primary Plat.
6. The following text shall be included in the Covenants, Conditions and Restrictions (the "CCR's") for Cardinal Estates that shall be prepared and recorded with the Office of the Recorder of Boone County, Indiana which CCR's shall govern any home to be constructed on the Site:
  - a. Prohibition of Short-term Rentals: Short-term rentals as permitted under Section 3.10 of the UDO shall be prohibited on the Site. Further, any owner of any Home shall be prohibited from advertising their Home as a short-term rental including but not limited to any advertising on any and all short-term rental internet websites.
  - b. Limitations on Rental and Leasing of Homes: Subject to the terms and conditions set forth below and subject to the exceptions set forth below, the following shall apply to the rental or leasing of Homes:
    - i. A maximum of fifteen percent (15%) of the Homes on the Site shall be permitted to be rented or leased to a third party.

- ii. An owner of a Home shall be permitted to lease the Home for income to a third party; however, said lease term to any third party shall be for a minimum period of six (6) months.
  - iii. All rental agreements between an owner of a Home and tenant shall: (i) prohibit subleasing and assignment of any rights and obligations to a 3rd party; and, (ii) be in writing.
  - iv. Upon execution by the owner of a Home and tenant of a rental agreement, the owner shall be required to: (i) provide to the tenant the CCR's; and, (ii) provide the fully executed lease to the Homeowners' Association Board for Cardinal Estates ("HOA Board") within fifteen (15) days.
  - v. Any Home leased hereunder shall comply with the Town of Whitestown's Rental Registration and Inspection Program as set forth in Ordinance 2014-25 to the extent individual provisions of said Ordinance may be applicable to the particular lease transaction.
- c. Exceptions to Limitations on Rental and Leasing of Homes Due to Hardship:
  - i. "Hardship" is defined herein as a personal or financial situation affecting the owner of a Home that, without allowing the renting or leasing of the owner's Home, detrimental financial harm may occur to the owner.
  - ii. An exception to Paragraph 6.b. above shall exist if an owner of a Home qualifies for a Hardship exception. For an owner to qualify for a Hardship exception, the owner shall provide a written Hardship request to the HOA Board that details the specific circumstances of the owner's Hardship and an explanation of the detrimental financial harm that may occur to the owner if that owner is not permitted to rent or lease their Home.
  - iii. Within fifteen (15) days of the HOA Board receiving a written Hardship Request, the HOA Board shall provide the owner a written response either approving the Hardship request or denying the Hardship request. In the event a Hardship request is denied, the HOA Board shall set forth its reasons for denial.
  - iv. In the event an owner of a Home qualifies for a Hardship exception, the owner shall be permitted to lease their Home for income to a third party however, said lease term to any third party shall be for a minimum period of six (6) months.
  - v. All rental agreements between an owner of a Home and tenant occurring as a result of a Hardship shall: (i) prohibit subleasing and assignment of any rights and obligations to a 3rd party; (ii) be in writing; and, (iii) be approved by the HOA Board prior to execution of a lease by the owner of a Home and tenant.
  - vi. Upon execution by the owner of a Home and tenant of a HOA Board approved rental agreement occurring as a result of a Hardship, the owner shall be required to: (i) provide to the tenant the CCR's; and, (ii) provide the fully executed lease to the HOA Board within fifteen (15) days.
- d. Exceptions to Limitations on Rental and Leasing of Homes for Certain Loans and Mortgages:
  - i. An exception to Paragraph 6.b. above shall exist if there are any Federal Housing Administration ("FHA"), United States Department of Veterans Affairs ("VA") or United States Department of Agriculture ("USDA") insured loans or mortgages affecting a Home or lot within Cardinal Estates ("Lot") for as long as any of the foregoing insured loans or mortgages apply to the Home or Lot. Any restrictions in Paragraph 6.a. above relating to the renting, leasing, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to any Home, Lot or its owner.

7. If the rezoning of the Site is approved and if the Petitioner closes on the purchase of the Site, Petitioner agrees to provide a landscape buffer at least fifty feet (50') wide ("50' Buffer") along the northeastern border of the Site beginning near the northeast corner of the Site, south of CR 750 S, and extending south along the Site's eastern border a distance of approximately five hundred fifty feet (550') in length as approximately depicted on the preliminary site plan attached hereto as Exhibit 1 ("Site Plan"). The landscaping within the 50' Buffer shall be installed substantially in accordance with the landscaping as approximately depicted on the 5355 Buffer Exhibit attached as Exhibit 2. Drainage improvements and other utilities may be installed within the 50' Buffer.
8. The two lots marked with an "X" on the Site Plan abutting the Adjacent 5505 Parcel shall not be developed with Homes. In place of those residential lots, Petitioner shall install landscaping north and south of the stub street substantially in accordance with the landscaping as approximately depicted on the 5505 Buffer Exhibit attached as Exhibit 3.
9. If the rezoning of the Site is approved and if the Petitioner closes on the purchase of the Site, along the eastern portion of the Site adjacent to the Adjacent 5505 Parcel, Petitioner shall provide a buffer area at least thirty feet (30') in width ("30' Buffer") as approximately shown on the Site Plan. Drainage improvements and other utilities may be installed within the 30' Buffer.
10. Petitioner agrees to request approval from the Whitestown Planning Department to remove the portion of the stub street adjacent to the Adjacent 5505 Parcel, so that such stub street does not intersect with the Adjacent 5505 Parcel as approximately depicted on the Site Plan. If the Whitestown Planning Department agrees to such request, Petitioner agrees to install landscaping in place of the stub street substantially in accordance with the landscaping as approximately depicted on the 5505 Buffer Exhibit attached as Exhibit 3. If the Whitestown Planning Department denies such request, Petitioner agrees to install landscaping equal to the landscaping within the stub street area as approximately depicted on Exhibit 3 at an agreed upon location by the Petitioner and Adjacent 5505 Parcel.
11. If the rezoning of the Site is approved and Petitioner closes on the purchase of the Site, Petitioner will pay the Adjacent 5355 Owners fifteen thousand eight hundred seventy dollars (\$15,870.00) within 30 days of its closing on the purchase of the Site. This payment is intended to be applied to the estimated cost of six hundred ninety linear feet (690 LF) of a five-foot (5') tall woven wire farm fence (in the location approximately depicted by the blue dashed line on Exhibit 1) that the Adjacent 5355 Owners intend to install and maintain on the Adjacent 5355 Owners' property.
12. If the rezoning of the Site is approved and Petitioner closes on the purchase of the Site, Petitioner will pay the Adjacent 5505 Owners eleven thousand seven hundred thirty dollars (\$11,730.00) within 30 days of its closing on the purchase of the Site. This payment is intended to be applied to the estimated cost of five hundred ten linear feet (510 LF) of a five-foot (5') tall woven wire farm fence (in the location approximately depicted by the orange dashed line on Exhibit 1) that the Adjacent 5505 Owners intend to install and maintain on the Adjacent 5505 Owners' property.

13. If the rezoning of the Site is approved and Petitioner closes on the purchase of the Site, and if the owner ("Adjacent 5435 Owner) of the parcels ("Adjacent 5435 Parcels") commonly known as 5435 E 750 S and 5435 E 750 S desires to install a fence on the Adjacent 5435 Parcels, Petitioner will pay the Adjacent 5435 Owner nine thousand eighty-five dollars (\$9,085.00) within 30 days of its closing on the purchase of the Site. This payment is intended to be applied to the estimated cost of three hundred ninety-five linear feet (395 LF) of a five-foot (5') tall woven wire farm fence (in the location approximately depicted by the yellow dashed line on Exhibit 1) that the Adjacent 5435 Owner intends to install and maintain on the Adjacent 5435 Owner's property.
14. If the rezoning of the Site is approved and Petitioner closes on the purchase of the Site, and if the owner ("Adjacent 5475 Owner) of the parcel ("Adjacent 5475 Parcel") commonly known as 5475 E 750 S desires to install a fence on the Adjacent 5475 Parcel, Petitioner will pay the Adjacent 5475 Owner four thousand three hundred seventy dollars (\$4,370) within 30 days of its closing on the purchase of the Site. This payment is intended to be applied to the estimated cost of one hundred ninety linear feet (190 LF) of a five-foot (5') tall woven wire farm fence (in the location approximately depicted by the green dashed line on Exhibit 1) that the Adjacent 5475 Owner intends to install and maintain on the Adjacent 5475 Owner's property.

The above Commitments may be enforced jointly and severally by the Town of Whitestown and the Adjacent 5355 Owners and the Adjacent 5505 Owners.



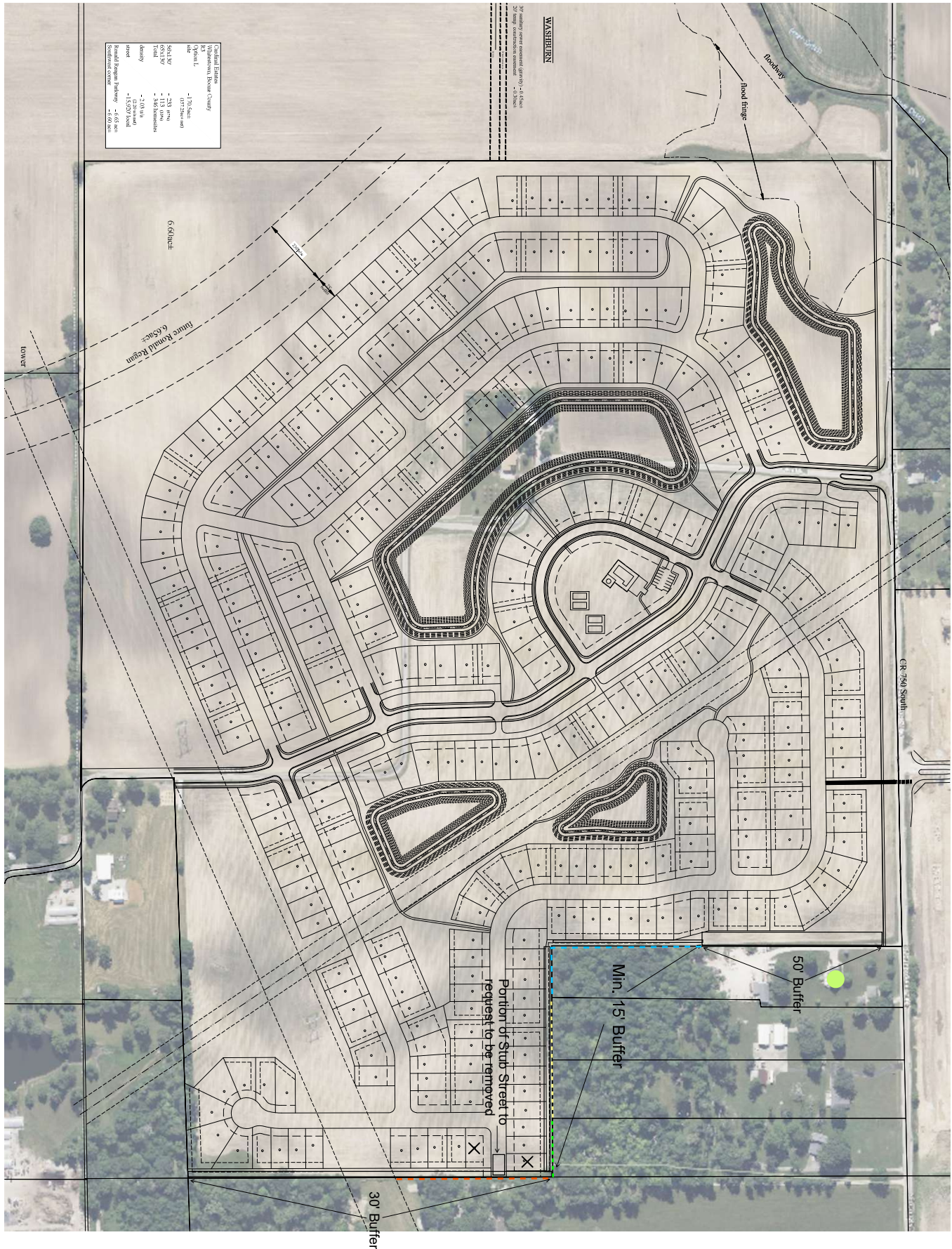




Exhibit 2  
5355 Buffer Exhibit

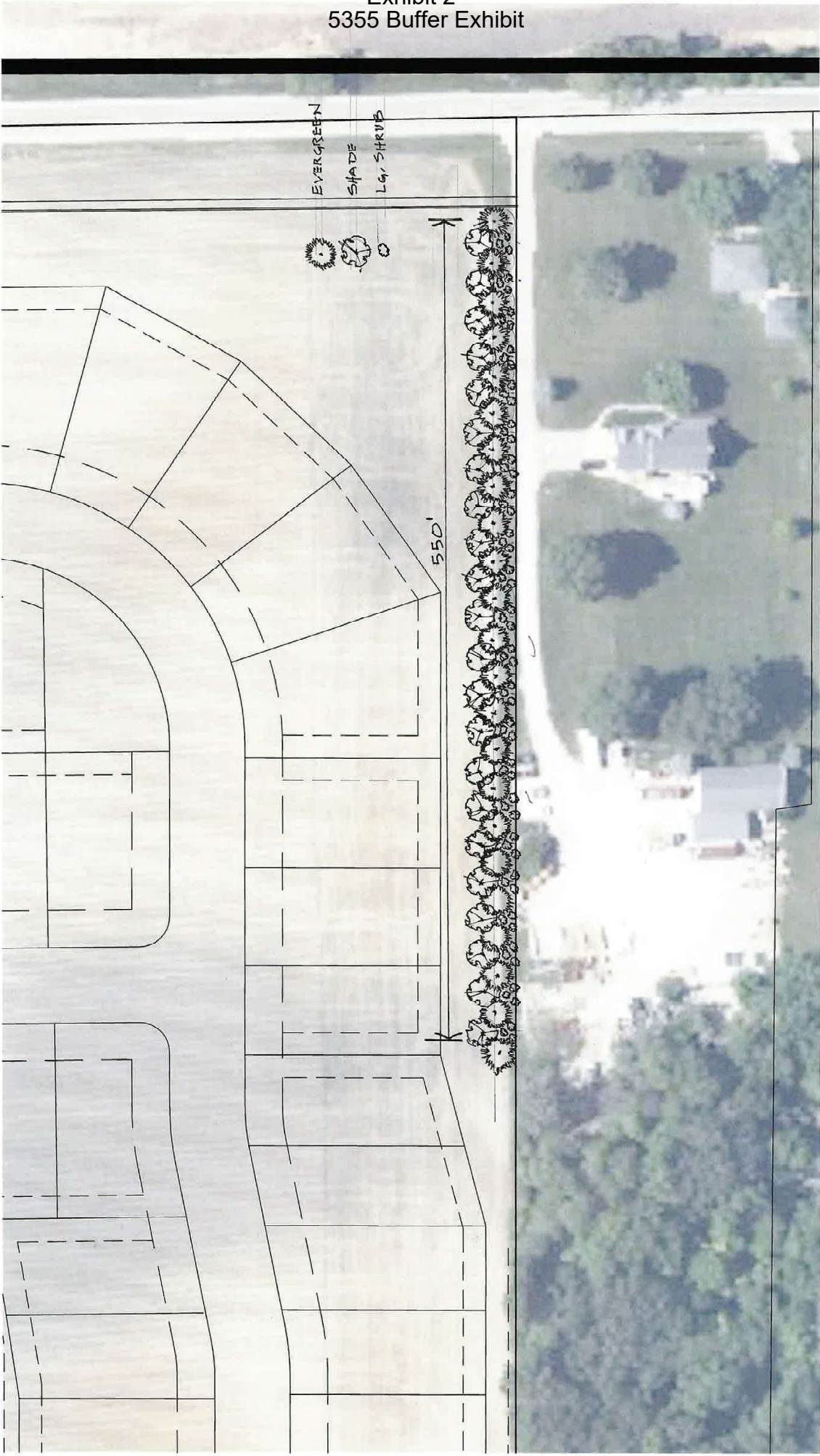


Exhibit 3  
5505 Buffer Exhibit

