

ORDINANCE NO. 2025-27

**AN ORDINANCE AMENDING ZONING MAPS WITHIN THE ZONING ORDINANCE
OF THE TOWN OF WHITESTOWN, INDIANA**

Zoning Map Change
PC25-060-ZMC

WHEREAS, the Petitioner, Braun Property Development, LLC. filed its Zoning Amendment Application before the Whitestown Plan Commission seeking to rezone approximately 42 acres, more or less, in the Town of Whitestown, Indiana, **from the AG (General Agriculture) Zoning Classification to the R3 - Medium Density Single-Family and Two Residential Family**; and

WHEREAS, pursuant to Indiana Code § 36-7-4-608, the Whitestown Plan Commission conducted the required public hearing and determined a favorable recommendation subject to certain commitments to which Petitioner agreed, by a 5-0-0 vote, on November 10, 2025; and

WHEREAS the Whitestown Plan Commission certified favorable recommendation to the Whitestown Town Council on November 10, 2025 subject to the same commitments; and

WHEREAS, pursuant to Indiana Code § 36-7-4-608, the Town Council of the Town of Whitestown, having considered the application and the recommendation of the Whitestown Plan Commission, now adopts the proposal and approves the requested rezoning amendment.

IT IS THEREFORE CONSIDERED, ORDAINED, AND ADOPTED as follows:

Section 1. That the Applicant is Braun Property Development. represented by Brian Toughy on behalf of Edgar and Nadine Hammerle, Owners.

Section 2. That the Applicant seeks to amend the zoning for the described property attached hereto as **Exhibit A** and shown in **Exhibit B**, which is currently located in the AG (General Agriculture) Zoning Classification to the R3 - Medium Density Single-Family and Two Residential Family.

Section 4. That the Town Council of Whitestown has paid reasonable regard to the Comprehensive Plan; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth.

Section 5. That the Town Council hereby adopts the amendment to the zoning map with respect to the Property, such that the Property is rezoned to the AB – Accommodation Business zoning district.

Section 6. This Ordinance shall be in full force and effect from and after its passage and upon presentation of proof by the Petitioner to the Town that this Ordinance and the Commitments (as set forth in **Exhibit C**) have been recorded.

ALL OF WHICH IS ADOPTED this ____ day of _____, 2026, by the Town Council of the Town of Whitestown, Indiana.

TOWN COUNCIL OF WHITESTOWN, INDIANA.

Dan Patterson, President

Cheryl Hancock

Eric Nichols, Vice President

Tobe Thomas

Courtenay Smock

ATTEST:

Matt Sumner, Town Clerk-Treasurer

Ordinance prepared by Allan Henderson, Planning Administrator

Exhibit A

Legal Description

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

A part of the Northeast Quarter of the Northwest Quarter and a part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 18 North, Range 2 East of the Second Principal Meridian, Boone County, Indiana, described as follows:

Commencing at the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 18, and running thence South 27.92 chains with the center line of the public highway to a point in the center line of an open drain, thence South 87 degrees West along said center line 15.61 chains, thence North 85 degrees West along said center line 4.41 chains to a point in the West line of the Southeast Quarter of the Northwest Quarter of said Section 18, thence North along said West line 8.36 chains to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 18, thence East along the Quarter-Quarter section line 5.195 chains, thence North 20.04 chains to a point in the North line of the Northeast Quarter of the Northwest Quarter of said Section 18, thence East along said North line 14.785 chains to the place of beginning.

(Ref only 46.215 acres, more or less)

EXCEPT:

A part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 18 North, Range 2 East of the Second Principal Meridian, Boone County, Indiana and more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 18, Township 18 North, Range 2 East, and run thence South 257.40 feet following the Quarter Section line and center of the public road; thence West 650.50 feet following an existing fence; thence North 247.83 feet following an existing fence to the section line and center of the public road; thence East 652.83 feet following the section line and center of the public road to the place of beginning.

(Ref only 3.78 acres, more or less)

(Ref only after Exception 42.435 acres more or less)

FURTHER EXCEPTING THEREFROM that part of land conveyed by Edgar Hammerle and Nadine Hammerle to the Town of Whitestown, Indiana, through Dedication and Deed recorded August 26, 2024 as Instrument No. 2024007242 in the Office of the Recorder of Boone County, Indiana, described as follows:

Part of the Northwest quarter of Section 18, Township 18 North, Range 2 East of the Second Principal Meridian, Boone County, Indiana, and more particularly described as follows:

Commencing at the Southeast corner of said Northwest quarter being marked by an iron pin; thence along the East line of said quarter North 00 degrees 38 minutes 31 seconds West (bearings based on the State Plane Coordinate System - Indiana West Zone (NAD83(2011))) 781.70 feet to the common line of the Hammerle parcel as described in Instrument Number 03009432 and Trailside Section 1 as recorded in Instrument Number 2021006007 and the point of beginning; thence along said common line South 86 degrees 46 minutes 39 seconds West 51.05 feet to the West right-of-way line of 650 East, being marked by a Five-eighths inch diameter rebar with a cap stamped "Weihe Engr. 0012"; thence North 00 degrees 37 minutes 20 seconds West 35.28 feet; thence North 05 degrees 36 minutes 09 seconds East 138.65 feet; thence North 89 degrees 21 minutes 29 seconds East 35.91 feet to the East line of said quarter;

thence along said East line South 00 degrees 38 minutes 31 seconds East 170.81 feet to the point of beginning, containing 0.18 acres (7729 sq. ft.), more or less.

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: 6349 East 200 South (Est), Whitestown, IN 46075

(For Reference Only) Tax Parcel ID No.: 012-02150-00 / 06-08-18-000-054.000-018

Exhibit B

Hawthorn Grove

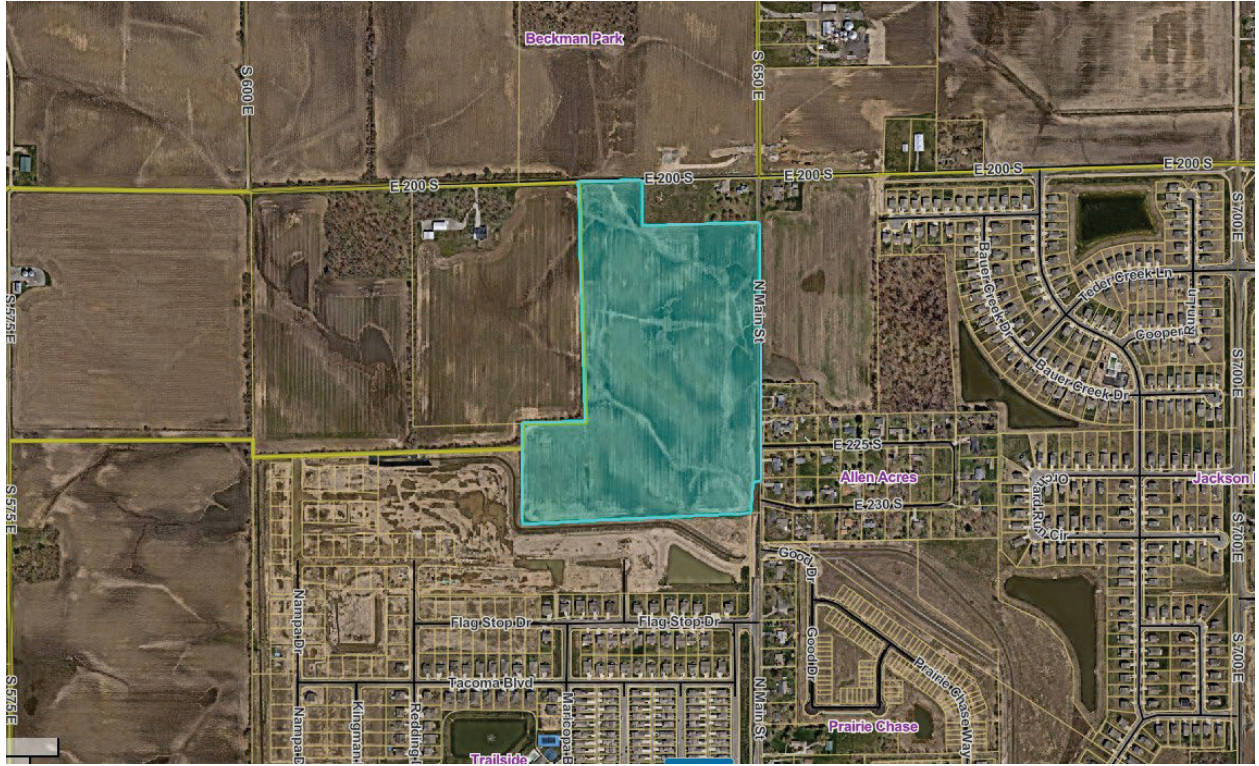


Exhibit C

Commitments

1. There shall be 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 websites.
2. 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:
 - ò A maximum of fifteen percent (15%) of the Homes on the Site shall be permitted to be rented or leased to a third party.
 - ò 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.
 - ò 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.
 - ªò 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 within fifteen (15) days.
 - ªò 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.
3. Exceptions to Limitations on Rental and Leasing of Homes Due to Hardship:
 - ò "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.
 - ò An exception to 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.
 - ò 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.
 - ªò 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 Association Board prior to execution by the owner of a Home and tenant.
- vi. Upon execution by the owner of a Home and tenant of an Association 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 Association Board within fifteen (15) days.