

**AGENDA**  
**ELKHART CITY BOARD OF ZONING APPEALS**  
**SATURDAY, FEBRUARY 21, 2026 AT 9:00 A.M.**  
**COUNCIL CHAMBERS – MUNICIPAL BUILDING**

**THIS MEETING WILL ALSO BE HELD ELECTRONICALLY VIA WEBEX.**

This meeting can also be accessed via WebEx. To join, go to <http://coei.webex.com>, enter **2308 700 2634** as the meeting number and **“BZA2026”** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to [raen.levendoski@cityofelkhartin.gov](mailto:raen.levendoski@cityofelkhartin.gov) prior to the meeting.

1. **ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF PROOFS OF PUBLICATION**
  
4. **NEW BUSINESS**

**25-UV-08 PETITIONER IS ZEBRA STRIPE LLC**  
**PROPERTY IS LOCATED AT 641 W. LEXINGTON AVENUE**

To vary from Section 5.2, Permitted Uses in the R-2, One-Family Dwelling District, to allow for a lodging home.

**25-BZA-22 PETITIONER IS AARON YODER AND CHRISTINA YODER**  
**PROPERTY IS LOCATED AT 1305 CEDAR STREET**

To vary from Section 26.4.A.6, which states in part, ‘No fences, other than split rail, wrought iron or open picket fences not to exceed four (4) feet in height, shall be permitted in any front yard or corner side yard’ to allow for a six (6) foot privacy fence installed to remain in the corner side yard. A corner side yard height variance of two (2) feet and a material standards (solid privacy) variance to remain for the same fence.

**25-UV-09 PETITIONER IS STEVE HILL PROPERTY & BLDG. SERVICES INC.**  
**PROPERTY IS LOCATED AT 1717 CASSOPOLIS STREET**

To vary from Section 13.2, Permitted Uses in the B-3, Service Business District to allow for the establishment of a new day care center at 1717 Cassopolis Street.

**25-X-07 PETITIONER IS ELISSA GARCIA**  
**PROPERTY IS LOCATED AT 721 MAPLE ROW**

Per Section 5.3, Special Exception Uses, (4.3.F) Day Care Home, to allow for the establishment of a new day care home at 721 Maple Row.

**25-BZA-23 PETITIONER IS GAYDUO KORLEWALA**  
**PROPERTY IS LOCATED AT 1034 PRINCETON BLVD**

To vary from Section 26.4.A.6, Fence Requirements, which states in part that, ‘No fences, other than split rail, wrought iron, or open picket fences not to exceed four (4) feet in height, shall be permitted on any front yard or corner side yard’ to allow for a solid privacy fence to remain in the corner side yard.

To also vary from Section 26.4.B.2, Fence Requirements, which states in part, ‘A fence or wall not more than six (6) feet in height may be placed, built or installed on the side and/or rear yards of any lot in a residential or business district, excepting in that portion of any required yard that lies within the corner lot visibility area and exception further that, in a corner lot, no fence, wall or vegetation exceeding four (4) feet in height or a fence, wall or vegetation that is opaque may be placed, built or installed: In any portion of the rear yard lying closer to said street than the point of the principal building nearest said street, to allow for a solid six (6) foot privacy fence to remain in the corner side yard.

**25-UV-10 PETITIONER IS NICHOLE HOGENDBLER**  
**PROPERTY IS LOCATED AT 1746 E BEARDSLEY AV**

To vary from Section 4.2 Permitted Uses in the R-2, One Family Dwelling District, to allow for one (1) accessory dwelling unit at 1746 E Beardsley Avenue.

To vary from Section 26.1.B.8.a, which states in part, ‘Accessory buildings on property occupied by a one or two family residential use shall be limited to a maximum floor area of 720 square feet for the largest structure, with a maximum total of 840 square feet for all accessory buildings combined’, to allow for the proposed accessory dwelling unit at 748 square feet, where the maximum for any one accessory structure is 720 square feet, a variance of 28 square feet.

To also vary from the maximum total area for all accessory structures of 840 square feet to allow for a total area for all accessory structures of 1,148 square feet, a variance of 308 square feet.

To vary from Section 26.1.B.8.a, which states in part, ‘A maximum of two (2) accessory buildings is allowed on each lot’, to allow for a total of four (4) accessory buildings, a variance of two (2) accessory buildings (including the proposed accessory dwelling unit).

To vary from Section 26.1.B.11, which states, ‘No accessory structures shall be used for permanent or temporary habitation’ to allow the accessory dwelling unit to be used for habitation.

5. **ADJOURNMENT**

**PLEASE REMEMBER TO USE THE MICROPHONE WHEN SPEAKING.  
ERRORS IN THE MINUTES MAY RESULT FROM INAUDIBLE VOICES.**

**BOARD OF ZONING APPEALS MEMBERS**

<b><u>Name</u></b>	<b><u>Term</u></b>	<b><u>Appointed By</u></b>
Janet Evanega-Rieckoff, President	February 2, 2024 – January 6, 2028	Mayor
Phalene Leichtman, Vice President	January 1, 2024 – December 31, 2027	Mayor
Ann Linley	January 1, 2026 – December 31, 2027	City Council
Rochali Newbill	January 1, 2026 – December 31, 2030	Plan Commission
Position Vacant	TBD	Mayor

**0100 ANNOUNCEMENTS**

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574-522-9444

**0900 LEGALS**

All Secure Self Storage will hold sale of abandoned property at a public sale pursuant in IC 26-3-9-12; IC 26-3-8-14: Public Auction: 2/24/2026 at or after 9:30 a.m. EST: 3228 Southview Dr. Elkhart: Juan Torres, 198; Joshua Simmons, 316, 54401 Independence St. Elkhart: Phyllis Schofield/Lols Riggs, 212, 1185 Fremont Ct. Elkhart: Megan Bennett, 763, 53218 CR11 Elkhart: Cortez Owens, '30; Jan Engle, 48; Michael Stinson, 53; Mary Sanders, 76/65, 95; Vanessa Beers, 141; Eric White, 250.

HSPAXLP

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**LEGAL NOTICE #25-X-07-HEARING**

Hearing on proposed Special Exception #25-X-07-HEARING

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Special Exception Petition #25-X-07-HEARING.

Petitioner: Elissa Garcia

Request: Per Section 5.3, Special Exception Uses, (4.3.F) Day Care Home, to allow for the establishment of a new day care home at 721 Maple Row.

Location: 721 Maple Row

Zoning: R-2, One Family Dwelling District

This meeting can also be accessed via WebEx. To join, go to <http://coel.webex.com>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [raen.levendoski@cityofelkhart.in.gov](mailto:raen.levendoski@cityofelkhart.in.gov) prior to the meeting.

**LEGAL DESCRIPTION:**

Lot Numbered Forty-three (43) as shown on the plat of North Elkhart, Addition, recorded in the Office of the Recorder of Elkhart County, Indiana in Plat Book 1, page 24.

Commonly Known As: 721 Maple Row, Elkhart, Indiana 46514

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 6th day of February 2026, by the City of Elkhart, Board of Zoning Appeals. HSPAXLP

**LEGAL NOTICE #25-BZA-22-HEARING**

**Hearing on proposed Developmental Variance #25-BZA-22-HEARING**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Developmental Variance Petition #25-BZA-22-HEARING.

Petitioner: Aaron J & Christina M Yoder

Request: To vary from Section 26.4.A.6 which states in part, "No fences, other than split rail, wrought iron or open picket fences not to exceed four (4) feet in height, shall be permitted in any front yard or corner side yard to allow for a six (6) foot privacy fence installed to remain in the corner side yard. A corner side yard height variance of two (2) feet and material standards (solid privacy) variance to remain for the same fence."

Location: 1305 Cedar Street

Zoning: R-2, One-Family Dwelling District

This meeting can also be accessed via WebEx. To join, go to <https://signin.webex.com/join>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [raen.levendoski@cityofelkhart.in.gov](mailto:raen.levendoski@cityofelkhart.in.gov) prior to the meeting.

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**LEGAL NOTICE #25-UV-08-HEARING**

**Hearing on proposed Use Variance #25-UV-08-HEARING**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Use Variance Petition #25-UV-08-HEARING.

Petitioner: Zebra-Stripe LLC

Request: To vary from Section 5.2, Permitted Uses in the R-2, One-Family Dwelling District to allow for a lodging home.

Location: 641 West Lexington Avenue  
Zoning: R-2, One Family Dwelling District

This meeting can also be accessed via WebEx. To join, go to <https://signin.webex.com/join>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [raen.levendoski@cityofelkhart.in.gov](mailto:raen.levendoski@cityofelkhart.in.gov) prior to the meeting.

**LEGAL DESCRIPTION:**  
Lot Number One Hundred Fifty-one (151) as the said lot is known and designated on the recorded Plat of Johnson's Riverside, a Subdivision in Concord Township; said plat being recorded in Plat Book 79, page 472, in the Office of the Recorder of Elkhart County, Indiana.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 6th day of February 2026, by the City of Elkhart, Board of Zoning Appeals. HSPAXLP

**LEGAL NOTICE #25-UV-09-HEARING**

**Hearing on proposed Use Variance #25-UV-09-HEARING**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana, on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Use Variance Petition #25-UV-09-HEARING.

Petitioner: Steve Hill - Property Building Services Inc.

Request: To vary from Section 13.2, Permitted Uses in the B-3, Service Business District to allow for the establishment of a new day care center at 1717 Cassopolis Street.

Location: 1717 Cassopolis Street  
Zoning: B-3, Service Business District

This meeting can also be accessed via WebEx. To join, go to <https://signin.webex.com/join>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [raen.levendoski@cityofelkhart.in.gov](mailto:raen.levendoski@cityofelkhart.in.gov) prior to the meeting.

**LEGAL DESCRIPTION:**  
Lot Numbered Eight (8), Nine (9) and Ten (10), as the said Lots are known and designated on the recorded Plat of Woodlawn, a subdivision located in Section Thirty-two (32), Township Thirty-eight (38) North, Range Five (5) East, recorded in Plat Book 2, page 98, in the Office of the Recorder of Elkhart County, Indiana, together with the East Half of the vacated alley lying west and adjacent. Excepting the East 18 feet of Lots 8, 9, 10 in Woodlawn, a subdivision in Section 32, Township 38 North, Range 5 East, recorded in Plat Book 2, page 98, in the Office of the Recorder of Elkhart County, Indiana.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 6th day of February 2026, by the City of Elkhart, Board of Zoning Appeals. HSPAXLP

**NOTICE TO BIDDERS FOR ELKHART COUNTY**

2026 SPECIFICATIONS FOR MATERIALS AND SUPPLIES FOR ELKHART COUNTY

Notice is hereby given that the Board of Commissioners of the County of Elkhart, Indiana will receive sealed bids in accordance with Indiana law up to 9:00 a.m. on February 23rd, 2026, for the following materials and supplies to be used by various Elkhart County Departments for the year 2026:

- Item 1 Liquid Asphalt
- Item 2 Hot Asphaltic Concrete
- Item 3 Limestone & Recycled Concrete
- Item 4 Washed Sand
- Item 5 Dust Control
- Item 6 Anti Icing Liquids
- Item 7 Maintenance Gravel
- Item 8 Gasoline and Diesel Fuel
- Item 9 Fiber Optic Cable
- Item 10 Tracer Wire
- Item 11 Communications Conduit

It is the responsibility of the bidder to ensure that its bid is delivered on time to the Office of the Elkhart County

Commissioners, County Administration Building, 117 N. Second Street, Goshen, IN 46526.

Detailed specifications may be examined at the Elkhart County Highway Department, 610 Steury Ave., Goshen, Indiana or online at [www.elkcohw.org](http://www.elkcohw.org). The language "2026 Specifications for Materials and Supplies for Elkhart County" and the Item Number(s) bid shall appear on the envelope containing the bid. No bond is required.

All the above items will be ordered, as needed upon duly authenticated purchase requisitions from the respective Elkhart County departments unless otherwise indicated in the Specifications. The Elkhart County Commissioners also reserve the right to award contracts to all responsible and responsive bidders for certain items if the Elkhart County Commissioners, upon receipt of the bids, determine in the best interest of Elkhart County that awards to more than one bidder are appropriate based upon such factors as the quality of materials; geographic proximity to Elkhart County sites; delivery or pick-up expenses to Elkhart County; quantities needed; time of delivery or availability; the current price; and any other factors identified in the Specifications.

Dated this: February 2nd, 2026.  
Board of County Commissioners of Elkhart County

2024, and Ronald L. Kauffman and Jana M. Kauffman, Individually, the 100% owner of the Annexation Territory, filed a petition for voluntary annexation into the Town with the Council on February 9, 2026, requesting the Ordinance (the "Petition"); The Petition, proposed Ordinance and map and legal description of the Annexation Territory are available for inspection by the public at the office of the Clerk, Town of Bristol, Indiana 46507. The Council reserves the right, prior to taking final action, to amend the Ordinance. At the public hearing, all interested persons will have the opportunity to testify and be heard concerning the proposed Annexation Territory. The hearing may be continued to a later date or date. For further information, please contact Mike Yoder, Bristol Town Manager, at (574) 298-3331. Dated: February 10, 2026  
TOWN COUNCIL OF THE TOWN OF BRISTOL, INDIANA HSPAXLP

**LEGAL NOTICE #25-UV-10-HEARING**

**Hearing on proposed Use Variance #25-UV-10-HEARING**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Use Variance Petition #25-UV-10-HEARING.

Petitioner: Nichole Hogendobler

Request: To vary from Section 4.2 Permitted Uses in the R-2, One Family Dwelling District, to allow for one (1) accessory dwelling unit at 1748 E Beardsley Avenue. To vary from Section 26.1.B.8.a, which states in part, "Accessory buildings on property occupied by a one or two family residential use shall be limited to a maximum floor area of 720 square feet for the largest structure, with a maximum total of 840 square feet for all accessory buildings combined", to allow for the proposed accessory dwelling unit at 748 square feet, where the maximum for any one accessory structure is 720 square feet, a variance of 28 square feet. To also vary from the maximum total area for all accessory structures of 840 square feet to allow for a total area for all accessory structures of 1,148 square feet, a variance of 308 square feet.

To vary from Section 26.1.B.8.a, which states in part, "A maximum of two (2) accessory buildings is allowed on each lot; to allow for a total of four (4) accessory buildings, a variance of two (2) accessory buildings (including the proposed accessory dwelling unit). To vary from Section 26.1.B.11, which states, "No accessory structures shall be used for permanent or temporary habitation" to allow the accessory dwelling unit to be used for habitation.

Location: 1748 E Beardsley Avenue  
Zoning: R-2, One Family Dwelling District

This meeting can also be accessed via WebEx. To join, go to <http://coel.webex.com>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [raen.levendoski@cityofelkhart.in.gov](mailto:raen.levendoski@cityofelkhart.in.gov) prior to the meeting.

**LEGAL DESCRIPTION:**  
TRACT I: The East Fifty (50) feet of the South Two Hundred (200) feet of lot numbers Twenty (20), as said Lot is known and designated on the recorded Plat of LAWNSDALE PLACE, an Addition to the City of Elkhart, Indiana; said Plat being recorded October 10, 1924 in Plat Book 2, page 124 in the Office of the Recorder of Elkhart County, Indiana.

TRACT II: A part of Lot Numbered Twenty-one (21), as the same is known and designated on the recorded Plat of LAWNSDALE PLACE, and Addition to the City of Elkhart, Indiana; said Plat being recorded October 10, 1924 in the Plat Book 2, Page 124 in the Office of the Recorder of Elkhart County, Indiana, and more particularly described as follows:

Beginning at the Southwest corner Lot; thence North along the West line of said Lot, Two hundred (200) feet; thence East parallel with the South line along the center line of said lot, Two Hundred (200) feet to the South line of said lot; thence West along the South line of said lot, Forty-eight and one-half (48 1/2) feet to place of beginning and being the South Two Hundred (200) feet of the West Half (W 1/2) of Lot Numbered Twenty-one (21).

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 6th day of February 2026, by the City of Elkhart, Board of Zoning Appeals. HSPAXLP

**LEGAL NOTICE #25-BZA-23-HEARING**

**Hearing on proposed Developmental Variance #25-BZA-23-HEARING**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Developmental Variance Petition #25-BZA-23-HEARING.

Petitioner: Gayduo Korlewala

Request: To vary from Section 26.4.A.6, Fence Requirements, which states in part that, "No fences, other than split rail, wrought iron, or open picket fences not to exceed four (4) feet in height, shall be permitted on any front yard or corner side yard" to allow for a solid privacy fence to remain in the corner side yard.

To also vary from Section 26.4.B.2, Fence Requirements, which states in part, "A fence or wall not more than six (6) feet in height may be placed, built or installed on the side and/or rear yards of any lot in a residential or business district, excepting in that portion of any required yard that lies within the corner lot visibility area and excepting further that, in a corner lot, no fence, wall or vegetation exceeding four (4) feet in height or a fence, wall or vegetation that is opaque may be placed, built or installed; in any portion of the rear yard lying closer to said street than the point of the principal building nearest said street, to allow for a solid six (6) foot privacy fence to remain in the corner side yard.

Location: 1034 Princeton Blvd  
Zoning: R-3, Two Family Dwelling District

This meeting can also be accessed via WebEx. To join, go to <http://coel.webex.com>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [raen.levendoski@cityofelkhart.in.gov](mailto:raen.levendoski@cityofelkhart.in.gov) prior to the meeting.

**LEGAL DESCRIPTION:**  
Lot Numbered Fifty-seven (57) and Two (2) feet of the South side of Lot Numbered Fifty-eight (58), as the said Lot is known and designated on the recorded Plat of CEDARDALE DRIVE, an Addition to

addition, recorded in the Office of the Recorder of Elkhart County, Indiana in Plat Book 1, page 24.

Commonly Known As: 721 Maple Row, Elkhart, Indiana 46514

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 6th day of February 2026, by the City of Elkhart, Board of Zoning Appeals. HSPAXLP

**LEGAL NOTICE #25-BZA-22-HEARING**

Hearing on proposed Developmental Variance #25-BZA-22-HEARING

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Developmental Variance Petition #25-BZA-22-HEARING.

**Petitioner:** Aaron J & Christina M Yoder

**Request:** To vary from Section 26.4.A.6 which states in part, 'No fences, other than split rail, wrought iron or open picket fences not to exceed four (4) feet in height, shall be permitted in any front yard or corner side yard' to allow for a six (6) foot privacy fence installed to remain in the corner side yard. A corner side yard height variance of two (2) feet and material standards (solid privacy) variance to remain for the same fence.

**Location:** 1305 Cedar Street

**Zoning:** R-2, One-Family Dwelling District

This meeting can also be accessed via WebEx. To join, go to <https://signin.webex.com/join>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [raen.levendoski@cityofelkhartin.gov](mailto:raen.levendoski@cityofelkhartin.gov) prior to the meeting.

**LEGAL DESCRIPTION:**

Lots numbered 39 and 40 as the said Lots are known and designated on the recorded Plat of Gregg's Addition to the Town (now City) of Elkhart, Indiana; said Plat being recorded in Deed Record 39, page 544, in the office of the Recorder of Elkhart County, Indiana.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 6th day of February 2026, by the City of Elkhart, Board of Zoning Appeals. HSPAXLP

**NOTICE TO BIDDERS  
2026 SPECIFICATIONS FOR MATERIALS AND SUPPLIES  
FOR ELKHART COUNTY**

Notice is hereby given that the Board of Commissioners of the County of Elkhart, Indiana will receive sealed bids in accordance with Indiana law up to 9:00 a.m. on February 23rd, 2026, for the following materials and supplies to be used by various Elkhart County Departments for the year 2026:

- Item 1 Liquid Asphalt
- Item 2 Hot Asphaltic Concrete
- Item 3 Limestone & Recycled Concrete
- Item 4 Washed Sand
- Item 5 Dust Control
- Item 6 Anti Icing Liquids
- Item 7 Maintenance Gravel
- Item 8 Gasoline and Diesel Fuel
- Item 9 Fiber Optic Cable
- Item 10 Tracer Wire
- Item 11 Communications Conduit

It is the responsibility of the bidder to ensure that its bid is delivered on time to the Office of the Elkhart County

Commissioners, County Administration Building, 117 N. Second Street, Goshen, IN 46526.

Detailed specifications may be examined at the Elkhart County Highway Department, 610 Steury Ave., Goshen, Indiana or online at [www.elkcohw.org](http://www.elkcohw.org). The language "2026 Specifications for Materials and Supplies for Elkhart County" and the Item Number(s) bid shall appear on the envelope containing the bid. No bond is required.

All the above items will be ordered, as needed upon duly authenticated purchase requisitions from the respective Elkhart County departments unless otherwise indicated in the Specifications. The Elkhart County Commissioners also reserve the right to award contracts to all responsible and responsive bidders for certain items if the Elkhart County Commissioners, upon receipt of the bids, determine in the best interest of Elkhart County that awards to more than one bidder are appropriate based upon such factors as the quality of materials; geographic proximity to Elkhart County sites; delivery or pick-up expenses to Elkhart County; quantities needed; time of delivery or availability; the current price; and any other factors identified in the Specifications.

Dated this: February 2nd, 2026.  
Board of County Commissioners of Elkhart County

Attest:  
Tiara Jackson  
Elkhart County 1st Deputy Auditor HSPAXLP



**LEGAL NOTICE #25-BZA-23-HEARING**

Hearing on proposed Developmental Variance #25-BZA-23-HEARING

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **SATURDAY, FEBRUARY 21, 2026, at 9:00 A.M.** concerning the following request:

A public hearing will be conducted on a Developmental Variance Petition #25-BZA-23-HEARING.

**Petitioner:** Gayduo Korlewala

**Request:** To vary from Section 26.4.A.6, Fence Requirements, which states in part that, 'No fences, other than split rail, wrought iron, or open picket fences not to exceed four (4) feet in height, shall be permitted on any front yard or corner side yard' to allow for a solid privacy fence to remain in the corner side yard.

To also vary from Section 26.4.B.2, Fence Requirements, which states in part, 'A fence or wall not more than six (6) feet in height may be placed, built or installed on the side and/or rear yards of any lot in a residential or business district, excepting in that portion of any required yard that lies within the corner lot visibility area and exception further that, in a corner lot, no fence, wall or vegetation exceeding four (4) feet in height or a fence, wall or vegetation that is opaque may be placed, built or installed: In any portion of the rear yard lying closer to said street than the point of the principal building nearest said street, to allow for a solid six (6) foot privacy fence to remain in the corner side yard.

**Location:** 1034 Princeton Blvd

**Zoning:** R-3, Two Family Dwelling District

This meeting can also be accessed via WebEx. To join, go to <http://coei.webex.com>, enter 2308 700 2634 as the meeting number and "BZA2026" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to [raen.levendoski@cityofelkhartin.gov](mailto:raen.levendoski@cityofelkhartin.gov) prior to the meeting.

**LEGAL DESCRIPTION:**

Lot Numbered Fifty-seven (57) and Two (2) feet off the South side of Lot Numbered Fifty-eight (58), as the said Lot is known and designated on the recorded Plat of STUDEBAKER PARK, an Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44, in the Office of the Recorder of Elkhart County, Indiana. BEING the same property conveyed by Connie R. Thornton a/k/a Connie Thornton to Dario U. Martinez, by Warranty Deed dated March 30, 2007, recorded April 3, 2007, in Deed Instrument No. 2007 08731, in the Office of the Recorder of Elkhart County, Indiana.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 6th day of February 2026, by the City of Elkhart, Board of Zoning Appeals. HSPAXLP



City of Elkhart

# Staff Report

Planning & Zoning

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**Petition:** 25-UV-08

**Petition Type:** Use Variance

**Date:** February 21, 2026

**Petitioner:** Zebra Stripe, LLC

**Site Location:** 641 West Lexington Avenue

**Request:** To vary from Section 5.2, Permitted Uses in the R-2, One-Family Dwelling District to allow for a lodging home.

**Existing Zoning:** R-2, One Family Dwelling District

**Size:** +/- 0.10 Acres

**Thoroughfares:** West Lexington Avenue

**School District:** Elkhart Community Schools

**Utilities:** Available and provided to the site.

**Surrounding Land Use & Zoning:**

The property is surrounded by residential uses zoned distance R-2, One Family Dwelling District.

**Applicable Sections of the Zoning Ordinance:**

Enumerated in request.

**Comprehensive Plan:**

The Comprehensive Plan calls for this area to be developed with a mix of low density residential uses.



## Staff Analysis

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The petitioner is requesting a use variance to allow for the property to be used as a lodging home. Section 5.2, Permitted Uses in the R-2, One Family Dwelling District does not permit lodging homes. The definition of a lodging house is a structure, other than a hotel, motel or boarding house, where lodging without meals is provided for compensation primarily on a long-term basis.

The request comes to us as the petitioner looking to purchase the home and establish a lodging home R-2, One Family Dwelling District. The R-2 zoning district does not permit lodging homes as a permitted use. Boarding and lodging homes are allowed as a conditional use through the Board of Zoning Appeals in the R-5 Urban Residential District.

The petitioner reached out to staff doing the necessary due diligence in order to establish the use. The petitioner was made aware at that time that Board action would be required. During meetings with the petitioner, staff indicated that having some rules of conduct would be appropriate as there would be no one on site that was an owner or manager of the building. The petitioner has supplied such with the other petition material.

Based on assessor records, the two story building was built around 1902 and is approximately 1800 square feet with about 900 square feet on the first floor and 900 square feet on the second. The building has been used as a single-family house since it was constructed. The property is located in the 100 year Special Flood Hazard Area.

Staff conducted a site visit of 641 West Lexington Avenue with the Building Department along with the petitioner on August 27, 2025. In staff's opinion, the house is in fair condition. The house has had minimal updates and will need to be brought up to current building code.

During the inspection, Building Department staff noticed code deficiencies that will need to be addressed starting with the spindle spacing on the rear deck not meeting code. In the basement, electrical wiring in multiple locations is not terminated properly and will need a licensed contractor to repair these issues. There is only one furnace in the home if this is approved for a multifamily property our city ordinance requires separate heat and electric sources for individual units. There were baseboard heaters in the upstairs rooms that look to be from a single

power source feeding the system. The applicant will be required to work with the Building Department in order to ensure all necessary code requirements for the increased intensity of use are made.

The house currently has two full bathrooms with one on each floor. On the first floor there is one bedroom with a kitchen, living and dining room. On the upper floor there are three bedrooms and one additional room without a closet (with the potential for a closet to be established from the outside hall area).

In reviewing permits on the property over the last few decades, work has been completed to keep the property in a habitable condition. In 2020 the water heater was replaced and in 2017 a new roof was installed on the house with repairs to the porch, also included was duct work to the 2<sup>nd</sup> floor. In 2015 the furnace was replaced, and light remodeling occurred with drywall repair, bathroom updates, paint and carpet. Then in 2010 the roof on porch was replaced. In 1987 the rear porch was replaced with the existing porch for the 1<sup>st</sup> and 2<sup>nd</sup> story.

The lodging house is being designed/set up to house four people with one individual per bedroom, with a shared kitchen, living and dining room.

From the street, this detached dwelling will have the appearance of a single-family home. This request will allow the property to be redeveloped and continue to chip away at the shortage of housing in our community as outlined in the Zimmerman Volk Housing study. The city needs housing at every level, and this request helps the city in adding more units throughout the city.

The main concerns staff has with the request is the parking and the long-term upkeep of the house. In this neighborhood, there are a mix of residential uses both rental and home owner occupied that surround this property. The range of density are from single family to three family dwellings. Parking demands could grow as the rooms fill up or when guests visit, leading to the need for more available parking in close proximity to the proposed use.

Currently, the existing parking meets the minimum requirement for a single-family home, one off-street parking space and one garage parking space. The only guest parking for the house is across the street along West Lexington Avenue. The close proximity to the downtown area and available bus line could reduce the parking demand.

Based on the Elkhart Zoning Code, Boarding and lodging houses are required to have 1 space per bed which would total 4 parking spaces if the one room upstairs becomes a bedroom.

Staff recommends approval of this variance.

# Recommendation

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The Staff recommends **approval** of the use variance based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals, or general welfare of the community because the house will be brought up to code and inspected to ensure it meets all applicable code requirements;
2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because the use is of a similar residential intensity found in the neighborhood;
3. The need for the variance **does** arise from some condition peculiar to the property because the use is not listed as a permitted use;
4. The strict application of the terms of this Ordinance **will not** result in practical difficulties in the use of the property because the owner would be able to use the structure as a single family home;
1. The request **does comply** in part with the Comprehensive Plan which calls for the area to be developed with medium density residential;
2. This property **does** lie within a designated flood hazard area. Should the property be damaged by flood water the property will be expected to be brought up to code as per the Special Flood

# Conditions

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If the Board chooses to approve the requested use variance, staff recommends that the following conditions be placed upon the approval:

1. There shall be a maximum of one (1) individual tenant per bedroom.
2. A developmental variance will be required if the petitioner cannot meet the minimum off street parking requirements.
3. Parking in the rear of the property will be paved.
4. If the lodging homes ceases to operate for more than one (1) year, or the property is sold, the Use Variance becomes null and void.
5. Any violation of the terms of this Use Variance as determined by the City Zoning Administrator shall render the Use Variance invalid.

# Photos

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Front Elevation, West Lexington Avenue



Rear Elevation, Alley

PETITION #: 25-UV-08

FILING FEE: \$ 300

**PETITION to the BOARD of ZONING APPEALS**

**PETITION TYPE: USE VARIANCE**

Property Owner(s): Olivia Rush & Diane Sweet Rush  
Mailing Address: 641 W. Lexington Ave  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: Brendan Coiter  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Subject Property Address: 641 West Lexington Ave. Elkhart IN.  
Zoning: R2  
Present Use: Residents Proposed Use: Lodging House

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): BRENDAN COITER

SIGNATURE(S): \_\_\_\_\_ DATE: Aug. 4, 2025

**STAFF USE ONLY:**

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- \_\_\_\_\_ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- \_\_\_\_\_ A completed Petition form signed by the legal owner of record (or approved representative).
- \_\_\_\_\_ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- \_\_\_\_\_ A full and accurate legal description of the property.
- \_\_\_\_\_ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- \_\_\_\_\_ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): \_\_\_\_\_

Map #: \_\_\_\_\_ Area: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Date:** August 7, 2025

**TO:** Board of Zoning Appeals  
City of Elkhart, Indiana

**RE:** Use Variance – Lodging House  
(R2 Zoning)

1. I Olivia A. Rush and Diane Sweet Rush are the owners of the following described real estate found within the City of Elkhart, Concord Township, Elkhart County, State of Indiana to-wit – See attached documentation for full legal description and common address.
2. The above-described real estate presently has a Zoning classification of R2 Zoning under the zoning ordinance of the City of Elkhart, Concord Township, Elkhart County, State of Indiana, (Reference document #1).
3. I Olivia A. Rush and Diane Sweet Rush currently occupy the above-described residence, we are the authorized owners. We use the property and home as our primary residence.
4. I Brendan Leiter representative for Olivia A. Rush and Diane Sweet Rush would like to utilize the above-described property as a lodging house. This would entail housing multiple occupants who are unrelated, (Reference document #2) for definition of lodging house by the City of Elkhart.
5. Section 5, in the City of Elkhart Zoning Ordinance does not state Lodging house is a permitted use under 5.2 for a residential property in R2 Zoning, (Reference document #3).
6. Strict adherence to the zoning without approval of this request for a Use Variance would continue to make it difficult for certain people to find housing. As we find ourselves in a housing shortage and it seems to be growing, I think the City of Elkhart should highly consider this option. I understand there is a house located on Jackson that's been a lodging house since 1980. The current owner has six tenants, two of which own cars. The others utilize the city bus. There seems to be rules and policies in place which allows them to live well together. In Elkhart, there is the residential INN in Dunlap charging \$350 a week. Per research on Google travel the cheapest hotel I can find is the Sleep Inn of Elkhart, \$280 a week. I understand these are not meant to be lived in. With the housing shortage, this is at what some must resort to. In my early twenties, I rented rooms in my house, to multiple occupants. It worked out great for everyone involved. Typically, the occupants were single men. It seemed at that time; women didn't want to share a house with other men in the home. I interviewed several women at that time; they just never moved forward with securing a room. Most renters were men between the ages of 25 and 55 which were recently divorced. They didn't

have good credit due to current debt(s) post-divorce and were unable to qualify for an apartment. These men wanted a place that was safe, affordable, in which they could eat, sleep, and repeat. I realized there is a need for this kind of housing at that time. I had a few renters at the time that I went through over the seven years of renting rooms that didn't work out. I did not need to evict, which I would have, but these people normally opted out on their own. I believe in this type of living situation, while it's not comfortable when the landlord and tenant are not getting along and they don't tend to stay long term. I genuinely had great experiences renting rooms back then. I have since had a family and stopped renting rooms but have wanted to continue this sort of housing opportunity for the community. I think there isn't just a want for affordable housing, but a need/requirement.

There is plenty of parking. I have two parking spots and a garage on the property, totaling 3 parking spaces. If parking is a problem in the future I could lay black top and create a fourth parking spot by removing a bush behind the garage if needed. There is also plenty of road parking on West Lexington. There seems to be plenty of off road parking not being utilized; and both sides of the street have adequate parking behind their houses. Additionally, tenants without vehicles can utilize their bikes, local transportation, and walking. The house one Jackson that's being currently used as a lodging house ( see document #6) currently has 6 residents, but only two of the tenants have vehicles. This house will acquire a new front porch and back porch in the spring. I'd like to add to the curb appeal. This house will be well maintained. The city has just passed annual inspections for all rental properties, setting a new standard for the cities Landlord's, of which will fully be adhered to.

#### 7. Standards:

a. Upon approval this property will continue to be non injurious to the public health safety, morals, and general welfare of the community. I will provide fire extinguishers, smoke alarms, carbon monoxide alarms, and continuously update the property.

b. The use and value of the adjacent area will not be affected. I plan to add curb appeal. I will not allow burning of any kind and will adhere to all city rules and policies. The reason I'd like to purchase this property and not another because it is three miles away from my current residence. I would mow once a week and stop by to pick up rental funds and make repairs. I will have several policies in place. Two of them are as follows: no guests / company past 8:00 pm and no drinking or illegal drugs on the property. Being near the residence allows me to easily maintain upkeep of the property and address any concerns which might arise.

c. The need for the variance arises as a lodging house is not an approved use for the property, (Reference document #3).

d. The strict application of the terms of permitted uses for R2 zoned residential properties does not currently allow a lodging house. The only way I could proceed with renting rooms would be for me to make this my primary residence and rent rooms to roommates. Lodging house is defined as, "*when the owner does not live at the residence but rents rooms to different individuals*". By having my own family residence and not being able to move to the above stated residence, I would need a Use Variance of lodging house to rent rooms.

e. Approval of this variance would not interfere with the health or safety of the city in any way, as I will keep everything clean, maintained, and up to date. Parking will not be an issue as I only have five rooms and currently have three parking spots but can add a fourth parking spot by laying down more limestone in the backyard. There is extra parking all down West Lexington as a backup. I think this gives opportunity to individuals as the duplex and quadplexes that are on Strong Avenue. This prospect offers people to come to Elkhart where we have many opportunities for work and enjoy local community activities.

8. If approved, it is my desire to help bring opportunities and a safe place for people to live, while renovating the property and adding to the beautiful history of West Lexington.

Sincerely,

Brendan Leiter



Encl. 3

To whom it may concern,

Aug. 2, 2025

We are aware that Brendan Leiter is applying for a use variance for a lodging house at 641 W. Lexington Ave. Elkhart IN, 46514 and he is the approved representative for this matter.

Olivia A. Rush

Diane Sweet Rush

**AFFIDAVIT IN SUPPORT OF USE VARIANCE PETITION**

Diane Sweet Rush being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 641 West Lexington Ave Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 25 day of July, 2025.

Diane Sweet Rush  
Printed: Diane Sweet Rush

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Diane Sweet Rush  
Printed: Diane Sweet Rush

AR  
STATE OF INDIANA )  
                  Scott ) SS:  
COUNTY OF ELKHART )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Diane Sweet Rush and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 25 day of July, 2025

Sandra McEntire  
Printed: Sandra McEntire

My Commission Expires:  
July 21, 2029



AR  
Notary Public in and for the State of Indiana  
Resident of Scott County, Indiana

**AFFIDAVIT IN SUPPORT OF USE VARIANCE PETITION**

I, Olivia Rush, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 641 W. Lexington Ave Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 25 day of 07, 2025.

Olivia Rush

Printed: Olivia Rush

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Olivia Rush

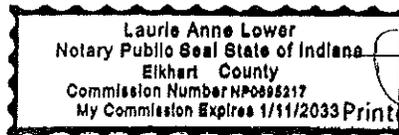
Printed: Olivia Rush

STATE OF INDIANA )

SS:

COUNTY OF ELKHART )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Olivia Rush, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 25 day of July, 2025.



Laurie Anne Lower

Printed: Laurie Anne Lower

My Commission Expires:

1-11-33

Notary Public in and for the State of Indiana  
Resident of Elkhart County, Indiana

## Zoning Districts

-  B-1, Neighborhood Business District
-  B-2, Community Business District
-  B-3, Service Business District
-  B-4, Regional Business District
-  BP Business Park District

## Zoning Map

Thank you for accessing the zoning map for The City of Elkhart. Searching is by address only. Click [here](#) for the zoning ordinance and



Doc #1

(scribble)

Zoning: R-2



DOC #2

**Loading and Unloading Area, Off Street:** An open area, other than a public way, surfaced with an all-weather, dustless, impervious, hard-surfaced pavement, the principal use of which is the standing, loading and unloading of commercial motor vehicles, to avoid undue interference with the public use of streets and alleys.

~~\*~~ **Lodging House:** A structure, other than a hotel, motel or boarding house, where lodging without meals is provided for compensation primarily on a long-term basis.

**Logo:** A letter, character, symbol, or other distinguishing mark which identifies a use.

**Lot:** See Zoning Lot.

**Lot Area:** The area of a horizontal plane bounded by the front, side, and rear lot lines.

**Lot, Corner:** A lot at the junction of, and fronting on two (2) or more intersecting public streets.

**Lot, Depth:** The shortest distance between the front lot line and the rear of the lot, measured in the mean direction of the side lot lines.

**Lot, Interior:** A lot abutting lots on both sides, whether across an alley or not.

**Lot of Record:** An area of land designated as a lot on a subdivision plot recorded with the Recorder of Elkhart County, Indiana.

**Lot, Reversed Corner:** A corner lot, the rear of which abuts upon the side of another lot, whether across an alley or not.

**Lot, Through:** A lot having frontage on two parallel or approximately parallel streets.

**Lot, Zoning:** See Zoning Lot.

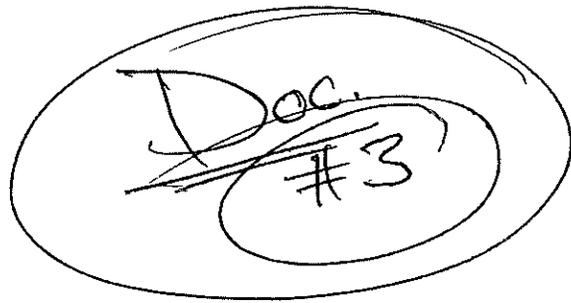
**Lot Coverage:** The portion of a lot that is occupied by buildings, including accessory buildings or structures with a roof, expressed as a percentage of the total lot area. This does not include parking areas, driveways, and sidewalks. (as amended per Ordinance No. 5618 on August 20, 2017.)

**Lot Line:** A boundary line of a zoning lot between the zoning lot and adjacent zoning lots or public ways.

**Lot Line, Front:** On an interior, the lot line adjacent to the street on which an address for the property has been assigned by the City of Elkhart; on a corner lot, the lot line separating the narrowest street frontage of a lot from the street; on a through lot, the lot line so declared by the Planning and Zoning Staff or which is faced by the front of the principal structure (amended per Ordinance No. 4405 on March 1, 1999).

**Lot Line, Rear:** A lot line or connected lines between the ends of the side lot lines and which is or are parallel to or approximately parallel to the front lot line.

**Lot Line, Side:** A lot line or connected lot lines commencing at an end of a front lot line and terminating either at an intersection with an end of the rear lot line or at an intersection with



**SECTION 5  
R-2, ONE-FAMILY DWELLING DISTRICT**

**Section**

- 5.1 Purpose**
- 5.2 Permitted Uses**
- 5.3 Special Exception Uses**
- 5.4 Yard Requirements**
- 5.5 Supplemental Regulations**

**5.1 Purpose**

The R-2 District is designed to provide for low density single family residential development on narrower lots in urbanized or urbanizing areas.

**5.2 Permitted Uses**

- A. Any use permitted in the R-1, One-Family Dwelling District
- B. Single family detached residences located on a permanent foundation with a minimum width of 24 feet and a minimum of nine hundred fifty (950) square feet of dwelling unit space, in which case the ground floor shall consist of no less than 600 square feet of such dwelling unit space. The primary façade of the structure shall face a public street. (as amended per Ordinance No. 4542 dated December 4, 2000 & as amended per Ordinance 4762 on August 1, 2003).

**5.3 Special Exception Uses**

Special Exceptions listed in the R-1, One-Family Dwelling District.

**5.4 Yard Requirements**

The yard requirements for the R-2, One-Family Dwelling District are as follows: (All standards are minimums except as noted.)

*Corner Side Yard:* The Corner Side Yard setback is determined by measuring the average established setback of the structures within the same block between two intersecting streets. This calculation would equal the established front yard setback for the side street."

Lot Size	Frontage	Setbacks			Maximum Structure Height	Maximum Lot Coverage for Structures
		Front Yard	Side Yards	Rear Yard		
Established lot size; or 7,200 square feet if no established lot size. Established lot size shall	Established frontage; or 60 feet if no established frontage. Established	Established setbacks; or 20 feet if no established setback	7 feet	30 feet **see below	35 feet (amended per Ord. No. 4985 9/22/2006)	40% total for all structures

647

641 W Lexington Ave  
Recently viewed



639

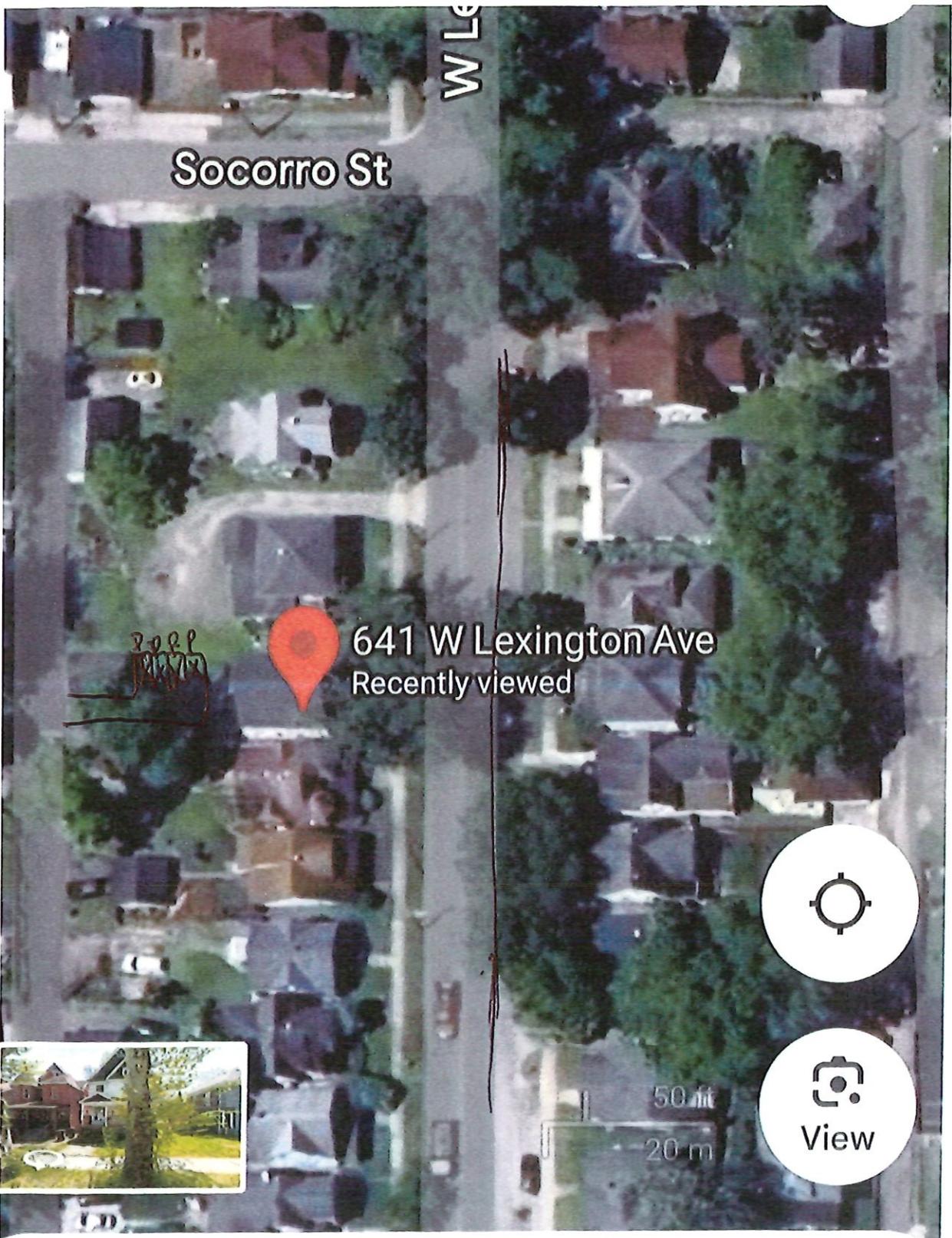
637 1/2

637

PPPP

Doc #5

Doc.  
#4



**Full Public Handout**

*Document #6*  
**301 W Jackson Boulevard**

*Current Lodging*  
*House*



**Unbranded Virtual Tour**  
**Elkhart 46516**  
 Prop SubType **OTHR**  
 Listing Price **\$169,900**  
 MLS # **202443537**  
 Area **Elkhart County**  
 Listing Date **11/1/2024**  
 Expiration Date **12/31/2025**  
 REO Y/N **No**  
 Short Sale Y/N **No**  
 Auction Y/N **No**

Associated Document Count **0**  
 Status **Active**  
 Start Showing  
 Selling Price  
 Pending Date  
 Closing Date  
 DOM **244**  
 Total Conc Paid  
 How Sold

*[Handwritten scribbles and marks]*

**Property Information**

Style **Two Story** City Zoning **CBD Central Business District** # of Parking Spaces **2**  
 Number of Units **7** County Zoning **Concord** # of Refrigerators **2**  
 Number of Buildings **1** Township **Concord** # of Ranges/Ovens **1**  
 Waterfront Y/N **No** Approx. Lot Size Acres **0.0800** # of Microwaves **1**  
 Seller Concessions Offer Y/N **No** # of Dishwashers **0**  
 Seller Concession Amount \$ # of Washers **0**

Unit #	Level	Rooms	Bdrms	Baths	Rent	Deposit Amt	Lease Exp Date	Garage	# of Cars
1	1	1			\$85				
2	1	1			\$85				
3	1	1			\$90				
4	1	1			\$85				
5	1	1			\$90				
6	1	1			\$95				

*studio Auction \$150*

**Schools**

School District **Elkhart Community Schools**  
 Elementary **Beardsley**  
 Middle School **North Side**  
 High School **Elkhart**

Auction Y/N **No**  
 Auctioneer Name  
 Auctioneer License #  
 Auction Reserve Price  
 Auction Start Date  
 Auction Time

**Expenses**

Annual Insurance Expense **\$1,030.00**  
 Annual Water/Sewer Exp. **\$835.00**  
 Annual Fuel Expense **\$1,699.00**  
 Annual Electric Expense **\$2,908.00**  
 Annual Trash Expense **\$0.00**  
 Annual Maint. Expense **\$4,187.00**  
 Annual Property Tax **\$1,988.00**  
 Association Dues \$

**Directions and Remarks**

Directions to Property **SW corner of E. Jackson and S. 3rd St**

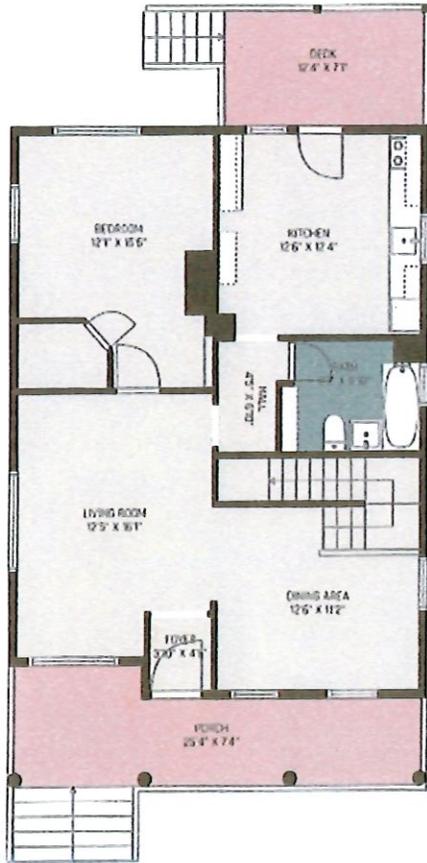
Remarks **Spacious, clean well-maintained home with 4 BRS on upper level and a 5th BR in basement with egress window. Efficiency has a kitchen, full bath and a spacious living/sleeping room.**

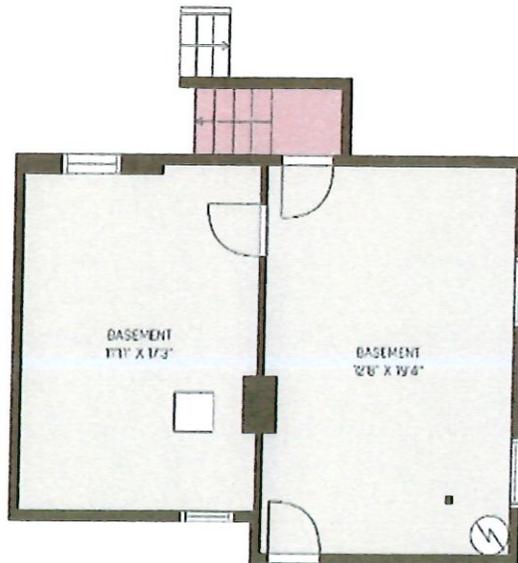
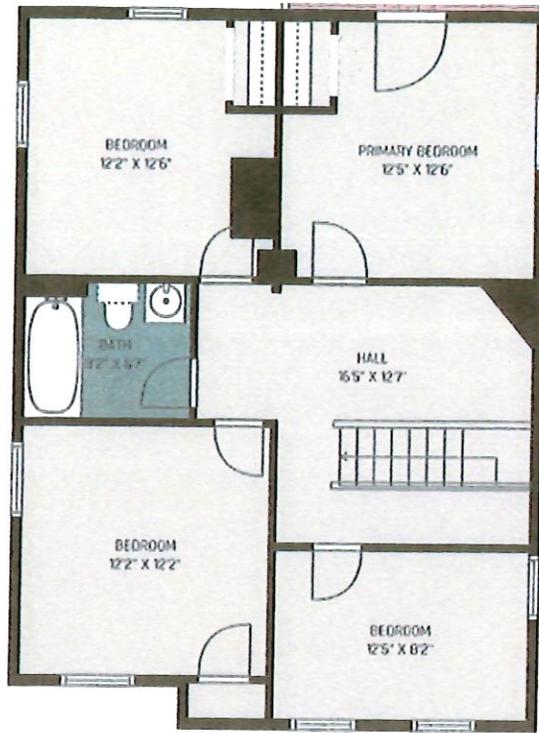
**Other Features**

BASEMENT/FOUNDATION **Full Basement, Partially Finished, Outside** TENANT PAYS **None**  
 Entrance  
 HEATING/FUEL **Gas, Hot Water**  
 COOLING **Other**  
 LOT DESCRIPTION **Corner**  
 EXTERIOR **Wood**  
 LEASE TERM **Week to Week**  
 SALE INCLUDES **Building, Land**  
 WATER UTILITY **City**  
 SEWER **City**  
 AMENITIES **Basement, Off Street Parking, Foyer Entry, Storm Windows, Water Heater Gas**  
 FLOORING **Carpet, Wood, Vinyl**

Prepared by: **Susan Burns**  
 Cell: **574-596-8349**  
 susanburns@bhhsni.com

**Berkshire Hathaway HomeServices Elkhart**  
 Office: **574-293-1010**  
 Listing Office: **Berkshire Hathaway HomeServices Elkhart**





## TENANT POLICIES

641 W. Lexington Ave.

Elkhart, IN 46514

### POLICIES FOR LODGING HOUSE

These rules can be changed at anytime. These rules are guidelines for renters. As time goes on it may be observed that something needs taken or added to this list. This list is to make a enjoyable peaceful living opportunity for anyone residing in lodging house.

- No Drinking on the property.
- No smoking inside.
- No illegal drugs or substances.
- No animals of any kind.
- Tenants can have company between the hours of 10:00 am-8:00 pm.
- \$20 weekly cleaning fee will be applied on top of weekly rent. Tenant needs to do dishes and clean counters immediately after cooking and using the kitchen.
- Eating will be allowed in your room if it doesn't become an issue. Eating in room is a privilege that can be taken from specific tenants. This will not be taken from the overall house, but individuals. Trash and dishes will be taken care of immediately after use.
- Be considerate of roommates when using the television and music.
- Toiletries, hand soaps in bathroom, pots pans, silverware, cleaning supplies, (dish soap, window cleaner, bleach, cleaning alcohol, all purpose cleaner, and carpet cleaner) will be supplied by property owner. Hygiene will be tenants responsibility.
- A \$200 deposit will be required at the time and date of move in. Rooms are furnished. Bed, dresser, and mattress with mattress cover/protector will be supplied. Renters will be expected to maintain furniture; this entails leaving mattress covers/protectors on the mattress. Deposit will be returned when the Tenant has all their belongings removed from out of the house, their respective area(s) adequately cleaned, and keys are returned to the property owner.
- Tenant will receive two keys: one for their bedroom that only they and the property owner has and one house key. Every tenant will have a similar copy of the house key.

## TENANT POLICIES

641 W. Lexington Ave.  
Elkhart, IN 46514

There will be security on both front and back doors. A four digit pin will be given at time the Tenant moves in to arm and disarm security system.

- Each Tenant will have designated cabinet in the kitchen and a designated fridge shelf for their food.
- Mini fridge will be allowed in Tenant's room if it is maintained and cleaned. This is something that can be disallowed if this privilege is abused. Please make sure anything that is expired/old is thrown out before it rots or becomes a hazard.
- Tenant will be responsible for cleaning their own room. Linens shall be washed and cleaned on a minimum of bi-weekly basis; bedrooms swept weekly. Anything more is appreciated.
- Rent to be paid weekly. Each room will have its own drop box. This box is located by the light switch. Payment is due each Friday by 7:00 pm. At time of rent collection, your room door will be unlocked, and a visual observation will be made from the doorway to verify the room is being maintained and in proper order. Tenant will be given a receipt of rental monies and the door locked upon departure. If rent is not paid at this time, the Tenant will be provided one week notice before an official eviction notice is filed. If tenants leave willingly, there will be an opportunity to rent again in the future. If Tenant chooses to willingly leave, half of their initial deposit will be returned to them.
- If Tenant owns a bike, please keep in the garage.
- Showers should be kept to a 20 minute maximum time. No more than three times per day, as there are other tenants that need hot water.
- Washer and dryer will be supplied. Laundry soap will not be supplied.

STATE OF INDIANA )  
COUNTY OF Elkhart )

Before me, a Notary Public, in and for said County and State, personally appeared Yash Patel and Mansi Patel, who acknowledged the execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of August, 2024.

Signature Beth Anne Taylor, Notary Public

Printed: Beth Anne Taylor

Commission Number: NF0745956

My Commission Expires:  
January 9, 2031

My County of Residence is:  
Elkhart



File No. IN2410773

Prepared by and return deed to:  
Rose K. Kleindl, Esq.  
Near North Title Group, 1004 Parkway Ave, Suite D, Elkhart, IN 46516

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, Rose K. Kleindl.

Grantee mailing address and please send tax statements/notices to:  
1041 W Lexington Ave., Elkhart, IN 46514

**WARRANTY DEED**

This Indenture Witnesseth, that Yash Patel and Mansi Patel, husband and wife ("Grantor") CONVEY AND WARRANT to Olivia A. Rush and Diane M. Sweet Rush, as joint tenants with rights of survivorship ("Grantee") of the state of Indiana, for the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following real estate in Elkhart County, State of Indiana, commonly known as 641 W. Lexington Avenue, Elkhart, IN 46514, and more particularly described as:

**Lot Number One Hundred Fifty-one (151) as the said lot is known and designated on the recorded Plat of Johnson's Riverside, a Subdivision in Concord Township; said plat being recorded in Plat Book 79, page 472, in the Office of the Recorder of Elkhart County, Indiana.**

Parcel No. 20-06-05-353-005.000-012

Subject to the lien of taxes, not yet due and payable.

Subject to covenants, agreements, easements, restrictions and all rights of way of record.

In Witness Whereof, Grantor has caused this deed to be executed this 9th day of August, 2024.

[Signature]  
Yash Patel

[Signature]  
Mansi Patel

DISCLOSURE FEE PAID  
DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER  
Aug 14 2024  
PATRICIA A. PICKENS, AUDITOR  
03553  
10.00

KB  
KK



# Staff Report

Planning & Zoning

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<b><u>Petition:</u></b>	25-BZA-22
<b><u>Petition Type:</u></b>	Developmental Variance
<b><u>Date:</u></b>	February 21, 2026
<b><u>Petitioner:</u></b>	Aaron J & Christina M Yoder
<b><u>Site Location:</u></b>	1305 Cedar Street
<b><u>Request:</u></b>	To vary from Section 26.4.A.6 which states in part, 'No fences, other than split rail, wrought iron or open picket fences not to exceed four (4) feet in height, shall be permitted in any front yard or corner side yard' to allow for a six (6) foot privacy fence installed to remain in the corner side yard. A corner side yard height variance of two (2) feet and material standards (solid privacy) variance to remain for the same fence.
<b><u>Existing Zoning:</u></b>	R-2, One-Family Dwelling District
<b><u>Size:</u></b>	+/- 0.31 Acres
<b><u>Thoroughfares:</u></b>	Cedar Street and Oak Street
<b><u>School District:</u></b>	Elkhart Community Schools
<b><u>Utilities:</u></b>	Available and provided to the site.

**Surrounding Land Use & Zoning:**

The property is surrounded by residential uses zoned R-2, One Family Dwelling District.

**Applicable Sections of the Zoning Ordinance:**

Enumerated in request.

**Comprehensive Plan:**

The Comprehensive Plan calls for this area to be developed with low density residential uses.



## Staff Analysis

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The petitioner is requesting a developmental variance to allow for a 6-foot privacy fence in a corner yard, when 4 feet is the maximum height and to allow solid material, when non opaque material is allowed.

Zoning staff cited the property for a zoning violation for the 6-foot solid wood fence installed in the corner side yard prohibited by zoning ordinance on July 1, 2025. A four (4) foot chain link fence was removed and replaced by the privacy fence. Upon investigation no permit for the fence was found.



Oak Street view from 2023 – shows former chain link fence

The petitioner submitted a fence permit on July 8, 2025, and was denied by staff on July 31 for not meeting the requirements for fencing in the front yard or corner side yard. The petitioner then submitted to the board for a developmental variance on August 8, 2025.

The petitioner is seeking this variance to allow for the now existing fence to remain in its current location.

Staff has no recommendation on the proposed variance. The City of Elkhart is in the process of updating its zoning ordinance, including the fence regulations. The requested condition is consistent with proposed regulations found in the anticipated UDO.

The updated language will allow the six (6) foot privacy one (1) foot from the property line. It is difficult for staff to determine the exact location of the property line – especially with no sidewalks along Oak Street. If the petitioner can find the property corner markers with or without the assistance of a surveyor that confirms the new fence is compliant with the forthcoming ordinance language – staff could support the petitioner’s request.

## Recommendation

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The Staff has **no recommendation** of the developmental variance to vary from Section 26.4.B.2, Fences Permitted in Residential and Business Districts, which requires in part that ‘in a corner lot, no fence, wall or vegetation exceeding four (4) feet in height or a fence, wall or vegetation that is opaque may be placed, built or installed: 1. In the required side yard adjacent to the street; or 2. In any portion of the rear yard lying closer to said street than the point of the principal building nearest said street.’ To allow a six (6) foot opaque fence installed in the corner side yard (Oak Street frontage) to remain based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals or general welfare of the community because the fence will be built and installed in a workmanlike manner;
2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because a fence is a typical element found in residential districts. The fences location should not affect the use and value of an adjacent property;
3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because a measure of relief is allowed when warranted because it is anticipated that this location will soon be allowed in the new UDO;
4. Special conditions and circumstances **do exist** as the subject property is a corner lot;
5. The strict application of the terms of this Ordinance **will not** result in practical difficulties in the use of the property because the fence could be designed to meet the requirements for fencing on a corner lot in the city;
6. The special conditions and circumstances **do** result from an action or inaction by the applicant;
7. This property **does not** lie within a designated flood hazard area.

# Conditions

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If the Board chooses to approve the requested development variances, staff recommends that the following conditions be placed upon the approval:

1. Petitioner needs to verify fence is one (1) foot away from the property line on Oak Street frontage.

# Photos

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Front Elevation



Front Elevation, Side Yard



Side Yard, facing Oak Street



Rear Elevation, facing the alley

PETITION #: 25-137A-22

FILING FEE: \$ 200

**PETITION to the BOARD of ZONING APPEALS**

**PETITION TYPE: DEVELOPMENTAL VARIANCE**

Property Owner(s): Aaron Yoder and Christina Yoder

Mailing Address: 1305 Cedar Street, Elkhart, IN 46514

Phone #: [REDACTED] Email: [REDACTED]

Contact Person: Aaron Yoder

Mailing Address: 1305 Cedar Street, Elkhart IN 46514

Phone #: [REDACTED] Email: [REDACTED]

Subject Property Address: 1305 Cedar Street

Zoning: R-2, One Family Dwelling

Present Use: Primary Residence Proposed Use: Privacy Fence

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Aaron Yoder

SIGNATURE(S): Aaron Yoder DATE: 8/8/2025

**STAFF USE ONLY:**

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- A completed Petition form signed by the legal owner of record (or approved representative).
- If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- A full and accurate legal description of the property.
- One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): \_\_\_\_\_

Map #: \_\_\_\_\_ Area: \_\_\_\_\_

RECEIVED BY: [Signature] DATE: 8/8/25

DATE: 8/8/2025

TO: Board of Zoning Appeals

RE: Developmental Variance

City of Elkhart, Indiana

I, Aaron Yoder, am the owner of the following described real estate located with the City of Elkhart, Concord Township, Elkhart County, state of Indiana, to-wit:

**Lots numbered 39 and 40 as the said Lots are known and designated on the recorded Plat of Gregg's Addition to the Town (now City of Elkhart, Indiana; said Plat being recorded in Deed Record 39, page 544, in the Office of the Recorder of Elkhart County, Indiana.**

Parcel No.: 20-06-06-260-013.000-012

The above describe real estate presently has a zoning classification of R-2, One Family Dwelling District under the zoning ordinance of the city of Elkhart

Petitioner currently occupies the above property in the following manner: Primary residence. The petitioner desires to extend a privacy fence eight feet from the existing structure. The zoning ordinance 151.229 requires: On a corner lot in any district, no fence, hedge, wall, sign or other structure shall be erected, placed, planted or allowed to grow, and no motor vehicle or recreational vehicle may be placed in such a manner as to impede vision between a height of 3 feet and 8 feet above the established curb level of the intersecting streets.

The strict application of ordinance 151.229 creates an undue hardship by significantly limiting the usable area of my yard and compromising my ability to maintain privacy and security. Due to where my home was built on the described property, keeping a fence flush with the structure would remove hundreds of square feet of useable back yard for my family to enjoy. Since the fence in question does not obstruct the view of the road from either the nearby intersection or from the alley, I am respectfully requesting to keep the fence in its current location.

**Standards that must be considered for a developmental variance:**

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

The fence in question does not pose any threat to public safety or to the general welfare of my community.

**2. The use and value of the area adjacent to the property will not be affected in a substantially adverse manner.**

The use and value of the area adjacent to my property is unaffected in any manner by the existence of this fence.

**3. Granting the variance would be consistent with the intent and purpose of the Zoning Ordinance.**

Since the intent of ordinance 151.299 is to protect public safety by ensuring that no intersection or alley has vision impeded, I am confident that granting this variance is consistent with the intent of the ordinance.

**4. Special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands or structures in the same district.**

The property described is two plots of land. The home was built in the center of these two plots, which places my structure further back from side street than a home on a standard plot. Thus, having the fence extended eight feet from the structure does not impede any vision for motorists in any way

**5. The strict application of the terms of this Ordinance would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance. (Financial considerations do not qualify).**

Strict application of this ordinance would compromise the security of my family and would also substantially limit the useable space of the back yard.

**6. The special conditions and circumstances do not result from any action or inaction by the applicant.**

The home was built long before I purchased it, the layout of the structure on the land is not a result of anything I could have done or did not do.

**7. In designated flood hazard areas, the variance will not increase flood heights, create additional threats to public safety,**

The fence does not increase flood height or create a threat to public safety in the event of a flood.

Aaron Yoder  
Aaron Yoder

1305 Cedar Street



**AFFIDAVIT IN SUPPORT OF DEVELOPMENTAL VARIANCE PETITION**

I, Aaron Yoder, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 1305 Cedar Street Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 8th day of August, 2025.

Aaron Yoder

Printed: Aaron Yoder

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Aaron Yoder

Printed: Aaron Yoder



STATE OF INDIANA )

) SS:

COUNTY OF ELKHART )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Aaron Yoder, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 8 day of August, 2025.

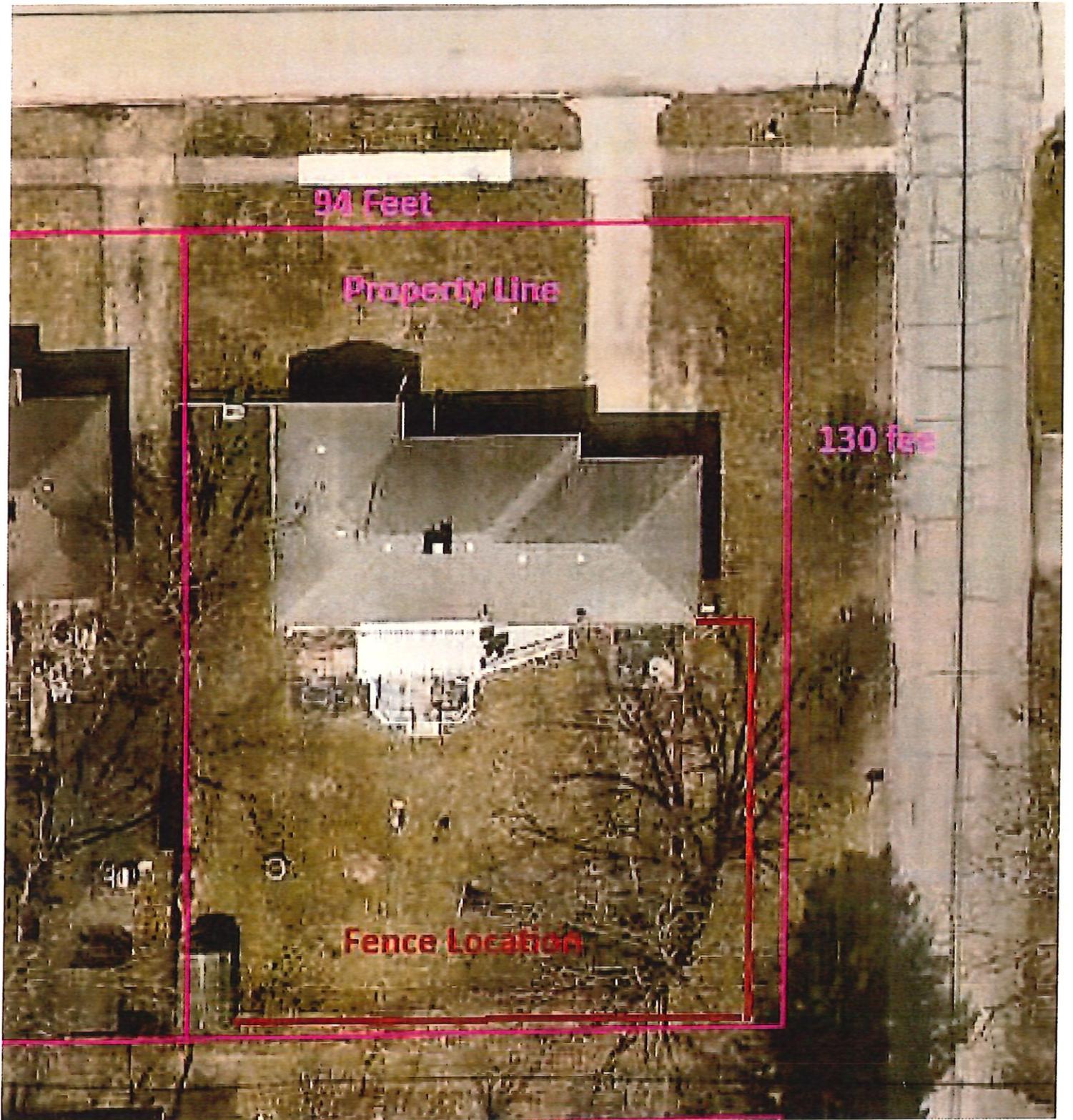
Hugo Robles Madrigal

Printed: Hugo Robles Madrigal

My Commission Expires:

10/31/31

Notary Public in and for the State of Indiana  
Resident of Elkhart County, Indiana



94 Feet

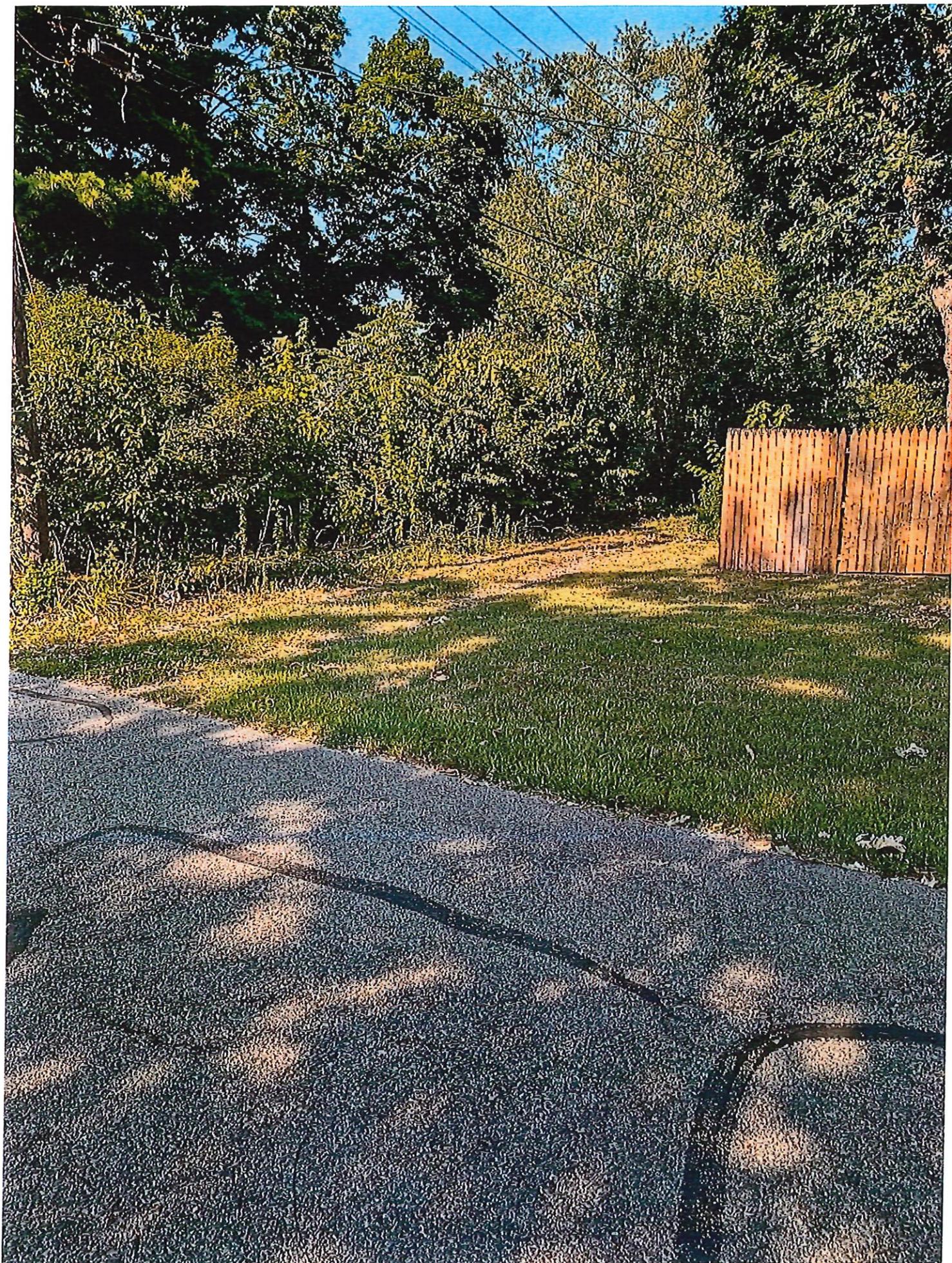
Property Line

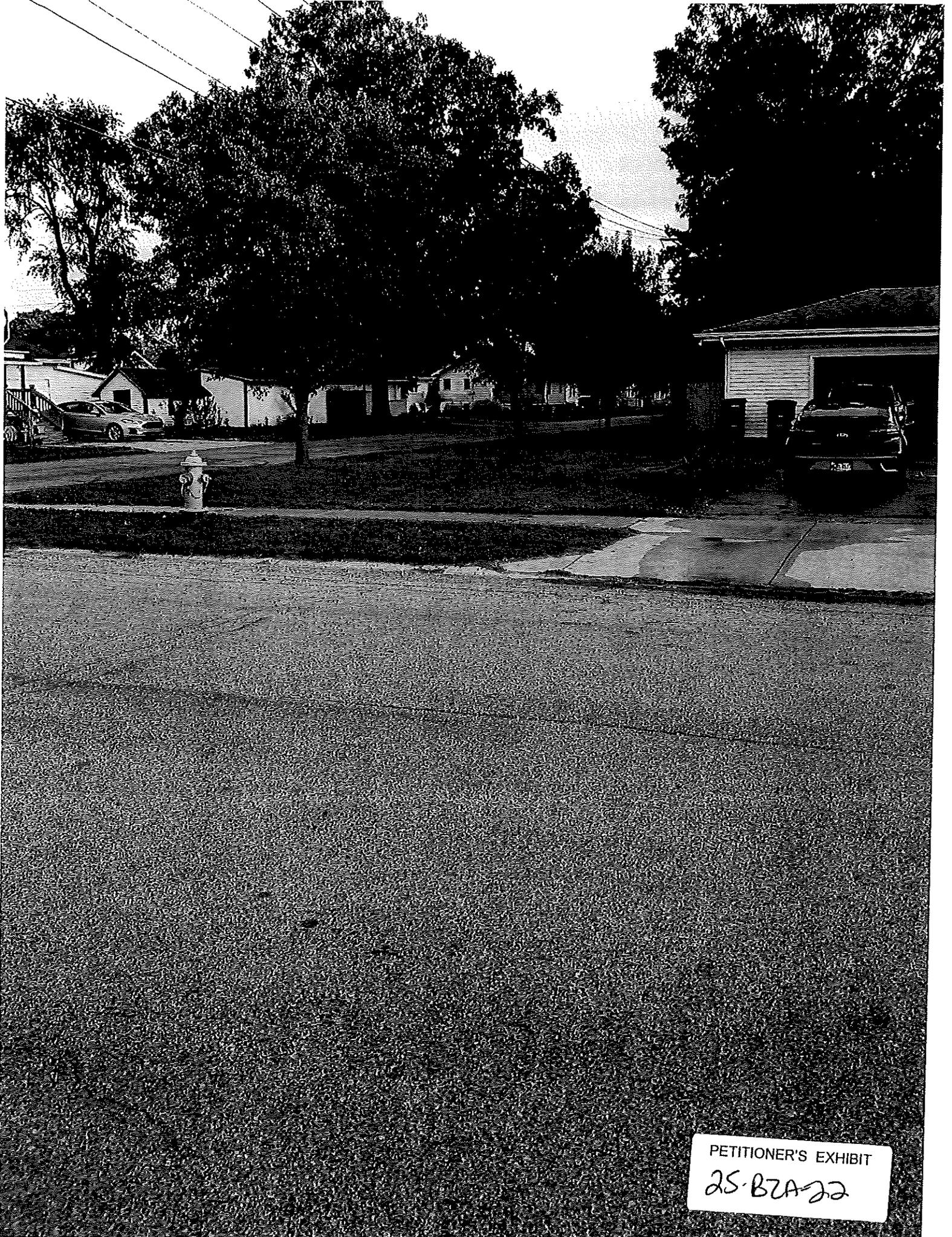
130 feet

Fence Location









PETITIONER'S EXHIBIT  
25-BZA-22

ELKHART COUNTY RECORDER  
JENNIFER L. DORIOT  
FILED FOR RECORD ON  
AS PRESENTED  
12/28/2017 2:20 PM

HAMILTON TITLE      Warranty Deed

*This Indenture Witnesseth*, that Matt Buys Indiana Houses LLC, a limited liability company organized and existing under the laws of the State of Indiana ("Grantor"), by Matt Vukovich, its Member, CONVEY(S) AND WARRANT(S) to Aaron J. Yoder and Christina M. Yoder, husband and wife (collectively, "Grantee") of Elkhart County, in the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following real estate in Elkhart County, State of Indiana, commonly known as 1305 Cedar Street, Elkhart, IN 46514, and more particularly described as:

Lots Numbered 39 and 40 as the said Lots are known and designated on the recorded Plat of Gregg's Addition to the Town (now City) of Elkhart, Indiana; said Plat being recorded in Deed Record 39, page 544 in the Office of the Recorder of Elkhart County, Indiana.

Parcel No.:      20-06-06-260-013.000-012

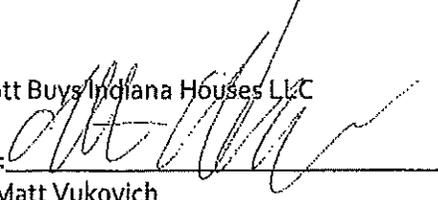
Subject to taxes for 2017 payable 2018, now a lien, not yet due and payable.

Subject to covenants, agreements, easements, restrictions and all rights of way of record.

The undersigned person(s) executing this deed on behalf of Grantor represent and certify that they are duly appointed Member(s), Manager(s), or representative(s) of Grantor and have been fully empowered, by proper resolution, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary company action for the making of such conveyance has been taken and done.

In Witness Whereof, Grantor has caused this deed to be executed this 27 day of December, 2017.

Matt Buys Indiana Houses LLC

BY:   
Matt Vukovich  
Member

DISCLOSURE FEE PAID

DULY ENTERED FOR TAXATION

SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Dec 28 2017

PAULINE GRAFF, AUDITOR

07469

5.00

JD

PP

STATE OF INDIANA

COUNTY OF

*Elkhart*

Before me, a Notary Public in and for said County and State, personally appeared Matt Vukovich, as Member of Matt Buys Indiana Houses LLC, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 27 day of December, 2017.



Signature:

*Elle Hart*

, Notary Public

Printed:

*Elle Hart*

My Commission Expires:

*5/5/2025*

My County Of Residence is:

*Elkhart*

IN1708647

Prepared by and return deed to: Jennifer J. Wallander, Esq.  
Hamilton National Title LLC, 1001 Parkway Avenue, Suite 1, Elkhart, IN 46516

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, Jennifer J. Wallander.

Grantee mailing address and please send tax statements/notices to:

*private address*



City of Elkhart

# Staff Report

Planning & Zoning

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<b><u>Petition:</u></b>	25-UV-09
<b><u>Petition Type:</u></b>	Use Variance
<b><u>Date:</u></b>	February 21, 2026
<b><u>Petitioner:</u></b>	Steve Hill
<b><u>Site Location:</u></b>	1717 Cassopolis Street
<b><u>Request:</u></b>	To vary from Section 13.2, Permitted Uses in the B-3, Service Business District to allow for the establishment of a new day care center at 1717 Cassopolis Street.
<b><u>Existing Zoning:</u></b>	B-3, Service Business District
<b><u>Size:</u></b>	+/- 0.47 Acres
<b><u>Thoroughfares:</u></b>	Cassopolis Street
<b><u>School District:</u></b>	Elkhart Community Schools
<b><u>Utilities:</u></b>	Available and provided to the site.

**Surrounding Land Use & Zoning:**

The property is surrounded by a mix of residential and commercial uses zoned R-2, Two Family Dwelling, B-3, Service Business District.

**Applicable Sections of the Zoning Ordinance:**

Enumerated in request.

**Comprehensive Plan:**

The Comprehensive Plan calls for this area to be developed with a mix of low-density residential uses and commercial uses



## Staff Analysis

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The petitioner is requesting a use variance to allow the property at 1717 Cassopolis Street to be used as a day care center. Section 13.2 Permitted Uses in the B-3, Service Business District does not permit Day Care Center.

The need for the use variance comes from the fact that the B-3 zoning district does not permit day care centers as a permitted use. The property was formerly West View Florist and is now vacant. On the rear and side of the building is available parking. The building will require remodeling of the area for the kitchen as well as each of the bathrooms.

The petitioner is seeking local permission to operate a day care center at 1717 Cassopolis Street. The City of Elkhart requires, in addition to state approvals, local approval in order to operate a day care center. The City of Elkhart is in the process of updating its zoning ordinance, including new uses allowed in business districts. The requested use is consistent with proposed regulations found in the anticipated UDO.

Based on assessor records, the building was built around 1965 and is approximately 8,293 square feet over two levels. There is approximately 4,149 square feet on the first floor and 3,024 square feet on the second floor.

Staff conducted a site visit of the 1717 Cassopolis Street building with the petitioner on September 3, 2025. Off the south side entrance for the building - there will be the sign in/check in area for children. Plus a kitchen and a covered (heated) garage for the center van to load and offload children out of the weather. The first floor is proposed to have three classrooms, each with attached bathrooms, for children ages newborn through four (4) years old. The second floor will have rooms for older children and an area for children coming for after school care. The second floor will also house staff offices and a staff break area.

The outside of the building will have parent and staff parking on the south of the building – closest to the front door. The rear of the property will be used for outdoor activities with the existing green space made usable for children’s play equipment as well as additional parking during drop off and pick up times of the day.

The petitioner is also proposing to install a gate in the parking lot on the east of the building - which will be open from 4 am – 9 am during operation. It will be closed at other times to allow the enclosed area to be used as secure outdoor play space.

The peak hours of children's drop off will be 7 am – 9 am. The day care center will be serving children 6 weeks to 12 years old with a potential total of 50 to 70 children along with 10 to 12 staff. Transportation for school will be provided. The hours of operation will be 4 am to 6 pm, Monday through Friday.

The petitioner will be working to gain State approval as an Unlicensed Registered Ministry. The daycare will necessitate a license from the Indiana Family and Social Service Administration (FSSA)

The building has a spacious lot for parking and the placement of a playground along with a two driveways to Cassopolis Street to drop off and pick up children.

## Recommendation

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The Staff recommends **approval** of the use variance based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals, or general welfare of the community because the building will be updated per all applicable building codes;
2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because there will be no exterior changes to the existing building;
3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because a small measure of relief when uniquely warranted;
4. Special conditions and circumstances **do exist** which are particular to the land involved and which are not applicable to other lands or structures in the same district because without board action a day care center on this parcel would not be permitted;
5. The strict application of the terms of this Ordinance **will not** result in practical difficulties in the use of the property because developing a permitted B use could be achieved with both adjacent structures used commercial and providing for required off-street parking would be possible;
6. The special conditions and circumstances **do not** result from an action or inaction by the applicant as the zoning for the property has existed for some time;
7. This property does not lie within a designated flood hazard area.

# Conditions

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If the Board chooses to approve the requested use variance, staff recommends that the following conditions be placed upon the approval:

1. All children shall be restricted to the building and fenced-in play area except when arriving and leaving or on supervised walks or outings.
2. The facility and grounds shall be kept clean at all times.
3. The facility shall be subject to inspection upon reasonable notice, by the zoning administrator during hours of operation.
4. A copy of the child care center license shall be submitted to the Department of Planning and Zoning upon receipt from the Indiana Family and Social Services Administration.
5. If the day care ceases to operate for more than one (1) year, or the license is revoked, the Use Variance becomes null and void.
6. Any violation of the terms of this Use Variance as determined by the City Zoning Administrator shall render the Use Variance invalid.
7. The maximum number of children will be determined by the State's Child/Staff Ratio.
8. A renewal for the use variance will need to be submitted is for two (2) years and shall be reviewed as a staff item by the Board of Zoning Appeals by September 13, 2027.

# Photos

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South façade of building – front entrance



Future play area



Future gated play area and parking



South entrance to Cassopolis Street



Drive thru garage for center van



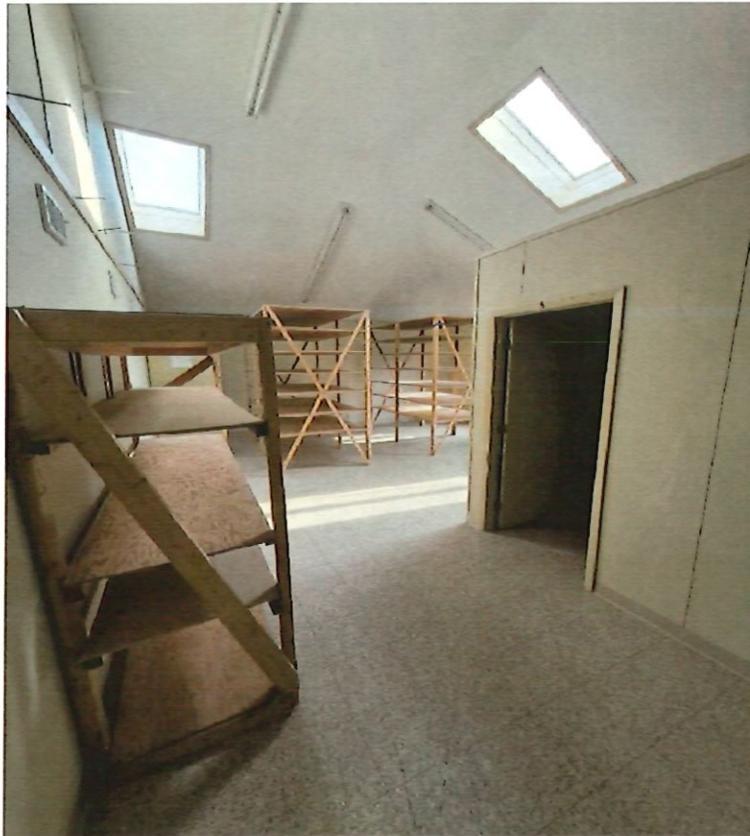
Future kitchen



First floor classroom



Future check in lobby area



Second floor classroom



Second floor classroom



Second floor classroom

PETITION #: 254V08

FILING FEE: \$ 300

**PETITION to the BOARD of ZONING APPEALS**

**PETITION TYPE: USE VARIANCE**

Property Owner(s): Steve Hill Property & Bldg Services Inc

Mailing Address: 2603 Devo Drive Elkhat

Phone #: [REDACTED] Email: [REDACTED]

Contact Person: Steve Hill

Mailing Address: same

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Subject Property Address: 1717 Cassopolis St

Zoning: MULTI-USE

Present Use: Flores Shop Proposed Use: Day Care

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Steve Hill

SIGNATURE(S): [Signature] DATE: 8-2-25

**STAFF USE ONLY:**

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- A completed Petition form signed by the legal owner of record (or approved representative).
- If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- A full and accurate legal description of the property.
- One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): \_\_\_\_\_

Map #: \_\_\_\_\_ Area: \_\_\_\_\_

RECEIVED BY: [Signature] DATE: 8/8/25

To the Board of Zoning Appeals,

I am writing to respectfully request a use variance for the property. Our intention is to open a licensed daycare center at this location under Small Miracles Learning Center.

We believe this facility will be a positive and much-needed addition to the community, providing a safe, nurturing, and educational environment for local children and supporting families with dependable childcare services.

The daycare center will not be injurious to the public health, safety, morals, or general welfare. We are committed to following all state childcare licensing regulations and maintaining a secure, caring, and professional atmosphere.

The use and value of nearby properties will not be negatively impacted. We are not making any major renovations or structural changes, and the building will retain its current appearance. The overall character of the neighborhood will remain undisturbed.

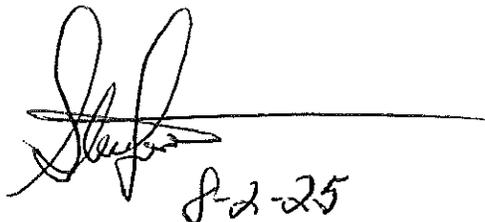
This property is uniquely suited to operate a daycare based on its size, layout, and accessibility. We believe it offers a valuable opportunity to serve local families in a way that traditional residential or commercial uses may not.

If the variance is not granted, the property cannot be used for this purpose, creating an unnecessary hardship as we aim to meet a clear community need for affordable, quality childcare.

Our plan does not conflict with the Comprehensive Plan. We are not altering any infrastructure such as streets, sidewalks, or entry points. The building will be used with care and in a way that supports the welfare of the surrounding area.

Thank you for considering our request. We are committed to being responsible stewards of the property and to making a positive impact in the community.

Sincerely, Steve Hill



8-2-25

**EXHIBIT "A"**

Lots Numbered Eight (8), Nine (9) and Ten (10), as the said Lots are know and designated on the recorded Plat of Woodlawn, a subdivision located in Section Thirty-two (32), Township Thirty-eight (38) North, Range Five (5) East, recorded in Plat Book 2, page 98, in the Office of the Recorder of Elkhart County, Indiana, together with the East Half of the vacated alley lying west and adjacent.

Excepting the East 16 feet of Lots 8, 9, 10 in Woodlawn, a subdivision in Section 32, Township 38 North, Range 5 East, recorded in Plat Book 2, page 98, in the Office of the Recorder of Elkhart County, Indiana.

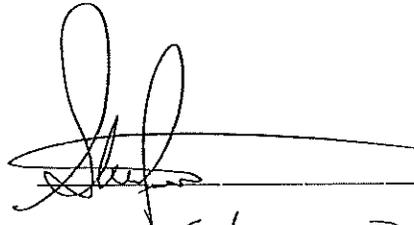
1717 Cassopolis St.

**AFFIDAVIT IN SUPPORT OF USE VARIANCE PETITION**

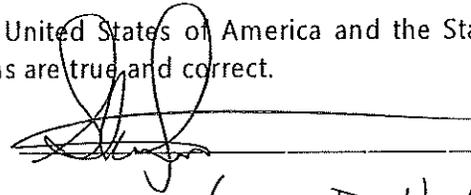
I, Steven D. Hill, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 1717 Cassopolis St Elkhart, Indiana. 46514
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 8<sup>TH</sup> day of August, 2025.

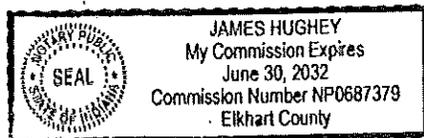
  
 Printed: Steven D. Hill

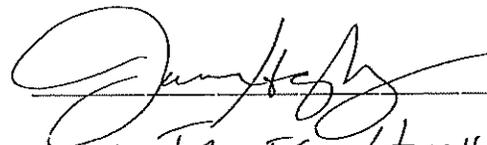
I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

  
 Printed: Steven D. Hill

STATE OF INDIANA     )  
   ) SS:  
 COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Steven D. Hill, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 8<sup>TH</sup> day of August, 2025.



  
 Printed: JAMES HUGHEY

My Commission Expires:  
6-30-32

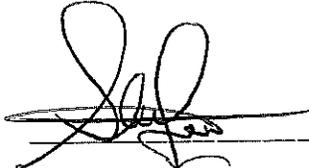
Notary Public in and for the State of Indiana  
Resident of Elkhart County, Indiana

**AFFIDAVIT IN SUPPORT OF USE VARIANCE PETITION**

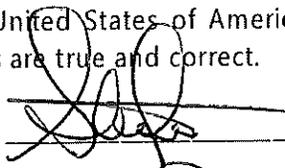
I, Steve Hill, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 1717 Cassport St Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 2 day of August, 2025.

  
 Printed: Steve Hill

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

  
 Printed: Steve Hill

STATE OF INDIANA     )  
   ) SS:  
 COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared \_\_\_\_\_, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Printed: \_\_\_\_\_

My Commission Expires:  
 \_\_\_\_\_

Notary Public in and for the State of Indiana  
 Resident of \_\_\_\_\_ County, Indiana

EXISTING FENCE

OLD ALLEY

P LINE

NEW FENCE

Pick-up Flow

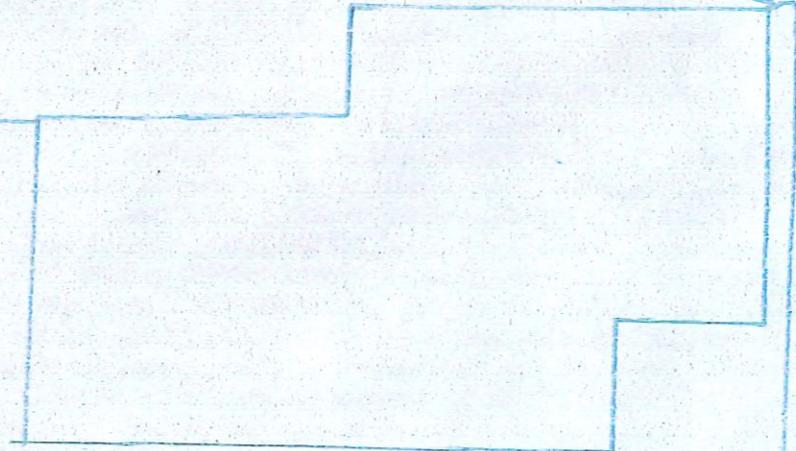
Fence

Gate

Gate

Alley

1717 Cassopolis St



Listing Broker (Co.) Berkshire Hathaway HomeServices Elkhart ( 3607 ) By Lori Snyder ( 14484 )  
office code individual code  
Selling Broker (Co.) Keller Williams Realty Group ( EL4128 ) By Julie Circle ( EL6377 )  
office code individual code



**PURCHASE AGREEMENT**  
**COMMERCIAL-INDUSTRIAL REAL ESTATE**  
For use only by members of the Indiana Association of REALTORS®

1 **A. PARTIES:** Wheeler Julie Laurice , Knepp Judy M  
2 \_\_\_\_\_ ("Seller")  
3 agrees to sell and convey to Property and Building Services Inc.  
4 \_\_\_\_\_ ("Buyer")

5 and Buyer agrees to buy from Seller the following property for the consideration and subject to the following:  
6 **B. PROPERTY:** The property is commonly known as \_\_\_\_\_  
7 1717 Cassopolis Street, Elkhart, IN 46514  
8 in Osolo Township, Elkhart County County, Elkhart Indiana, 46514  
9 including all buildings and permanent improvements and fixtures attached owned by Seller; all privileges, easements and  
10 appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way,  
11 leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guaranties  
12 relating to the property being sold, and any personal property specified herein; all of the above referred to as the "Property,"  
13 the legal description of which is  (attached as Exhibit "A")  (described as follows): WOODLAWN LOT 8 9 & 10 & E 1/2  
14 VAC ALLEY ADJ W; EX E; 16FT FOR HWY; (TIF 118)

15 \_\_\_\_\_; subject to exact determination by survey pursuant to Paragraph J.  
16 The following items of personal property are INCLUDED in the sale: \_\_\_\_\_  
17

18 All other personal property and the following additional items are EXCLUDED from the sale: \_\_\_\_\_  
19

20 Within 5 days from the Effective Date (defined below), Seller shall provide Buyer the items, if in its possession or control,  
21 described on Exhibit "B" attached hereto. Buyer agrees to keep all items provided by Seller, including, but not limited to those  
22 items described in Exhibit "B" strictly confidential except to the extent shared with Buyer's consultants and agents, who shall be  
23 bound to Buyer to keep same confidential. Notwithstanding anything to the contrary contained herein, Buyer acknowledges that  
24 any information, engineering data, feasibility or marketing reports, soils reports, or other information of any kind or nature  
25 relating to the Property contained in the reports which Buyer has received or may receive from Seller or its agents, is, will be, or  
26 has been furnished on the express condition that Buyer shall make its own independent verification of the accuracy of the  
27 information. Buyer agrees that Buyer shall not attempt to assert any liability against Seller by reason of Seller's having  
28 furnished such information or by reason of any such information becoming or proving to have been incorrect or inaccurate in  
29 any respect.

30 **C. PRICE:** The purchase price shall be Two Hundred Seventy-Five Thousand Dollars  
31 (\$ 275,000.00) U.S. Dollars, payable  (in cash at closing)  (in accordance with the terms and conditions in this  
32 Agreement).

33 **D. EARNEST MONEY:** Buyer submits \$ 3,000.00 U.S. Dollars as Earnest Money to be held by listing brokerage  
34 \_\_\_\_\_ as Escrow Agent within 3 days following  
35 execution and receipt of this Agreement and any counteroffer by both parties (the "Effective Date"). If Buyer fails for any reason  
36 to timely submit Earnest Money, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to  
37 Buyer prior to Escrow Agent's receipt of the Earnest Money. The Earnest Money shall be applied to the purchase price at  
38 closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement. The Escrow  
39 Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party.  
40 Before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, Escrow Agent has the right to  
41 require from all parties a written release of liability of the Escrow Agent, termination of the Agreement and authorization or court  
42 order to disburse the Earnest Money. If the Escrow Agent is the Listing Broker ("Broker") described above, Broker shall be  
43 absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a  
44 Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Upon notification that  
45 Buyer or Seller intends not to perform, Broker holding the earnest money may release the Earnest Money as provided in this  
46 Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by  
47 certified mail of the intended payee of the Earnest Money. If neither Buyer nor Seller enters into a mutual release or initiates  
48 litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party  
49 identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and  
50 costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

51 **E. ADDITIONAL PROVISIONS:** Included in this Agreement are the following addenda: (Place an "X" on the appropriate line or  
52 lines)

- 53  Financing Addendum  Feasibility Study Addendum
- 54  Leased Property Addendum  Exchange Addendum
- 55  Zoning/Governmental Approval Addendum  Representations & Warranties of Seller Addendum
- 56  Alternative Dispute Resolution Addendum  Lead-Based Paint Disclosure Addendum
- 57  Addendum to Purchase Agreement



- 123 4. **Inspections: (Check paragraph (A) and/or (B) or paragraph (C) below)** Unless Buyer waives inspections under  
 124 paragraph (C), Buyer shall have determined that the Property has no unacceptable, adverse environmental or physical  
 125 condition as provided below.  
 126  (A) **Environmental Assessment:** A Phase I environmental site assessment ("Phase I") on the Property shall be ordered  
 127 by  (Seller)  (Buyer) promptly following the Effective Date at  (Seller's)  (Buyer's) expense from a reputable,  
 128 qualified engineer, acceptable to Buyer and shall be received by Buyer within \_\_\_\_\_ days following the Effective Date (the  
 129 "Environmental Report Date"). The Phase I shall be conducted in accordance with current ASTM standards unless  
 130 otherwise agreed and may also include at Buyer's option the following matters:  
 131 (1) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property;  
 132 and/or  
 133 (2) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of  
 134 the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Indiana Department of  
 135 Environmental Management, the Indiana Department of Natural Resources, the U.S. Fish and Wildlife Service or  
 136 any other federal, state or local agency.

137 If Buyer does not make a written objection to any problem(s) revealed in the report prior to the end of the Environmental  
 138 Report Date, the environmental condition of the Property shall be deemed to be acceptable. If Buyer notifies Seller that  
 139 the environmental condition is unsatisfactory prior to the end of the Environmental Report Date ("Buyer's Environmental  
 140 Notice"), Seller shall notify Buyer of its intent to remediate such condition (the "Seller's Environmental Response") within  
 141 \_\_\_\_\_ days following receipt of Buyer's Environmental Notice and shall have a reasonable period of time, not to  
 142 exceed \_\_\_\_\_ days following Seller's Environmental Response to remediate the condition to Buyer's satisfaction and  
 143 the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may upon notice to Seller  
 144 within \_\_\_\_\_ days of Seller's Environmental Response either terminate this Agreement and receive a refund of the  
 145 Earnest Money or waive its objection and close the transaction.

- 146  (B) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at  
 147  (Seller's)  (Buyer's) expense. Inspections shall be made by qualified inspectors or contractors, selected or  
 148 approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited  
 149 to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,  
 150 mold, water, storm and waste sewer, well/septic, geotechnical, other: \_\_\_\_\_. If Buyer,  
 151 in its reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer  
 152 shall report such defect in writing to Seller within \_\_\_\_\_ days of receipt of the report. If Buyer does not make a written  
 153 objection to any problem(s) revealed in the report(s) within such time period, the Property shall be deemed acceptable to  
 154 Buyer. Seller shall notify Buyer of any repairs it intends on making and shall have a reasonable period of time, not to  
 155 exceed \_\_\_\_\_ days following receipt of any objections by Buyer prior to such time period, to repair any such major defect to  
 156 Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. Seller shall have no responsibility or  
 157 duty to make any repairs. If Seller fails or refuses to repair, Buyer, within \_\_\_\_\_ days following Seller's notice of any repairs  
 158 it intends on making, may either terminate this Agreement and receive a refund of the Earnest Money or waive its  
 159 objection and close the transaction.

- 160  (C) **Waiver of Inspections:** BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTION DISCLOSING THE CONDITION OF THE  
 161 PROPERTY ARE AVAILABLE, AND BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION  
 162 OF THIS AGREEMENT. HOWEVER, BUYER WAIVES THE RIGHT TO OBTAIN INSPECTIONS AND RELIES UPON THE CONDITION OF THE  
 163 PROPERTY BASED UPON BUYER'S OWN EXAMINATION AND RELEASES SELLER AND LISTING AND SELLING BROKER(S) FROM ANY  
 164 AND ALL LIABILITY RELATING TO ANY PROBLEM, DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH RELEASE SHALL  
 165 SURVIVE THE CLOSING.

- 166  (D) Buyer on behalf of itself and its successors and assigns acknowledges it is acquiring the Property "AS-IS" and has  
 167 determined to purchase the Property fully understanding (i) the physical condition of the Property including, without  
 168 limitation, all seismic elements, the environmental condition of the Property and hazardous materials on, under or about  
 169 the Property (collectively the "Condition"), and (ii) any law or regulation applicable to the Property, including, without  
 170 limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C  
 171 Section 9601, et. seq.), the Clean Water Act (33 U.S.C Section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C.  
 172 Section 300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Toxic  
 173 Substances Control Act (15 U.S.C Section 2601, et seq.) and any other federal, state or local laws relating to the  
 174 environment, natural resources, or public health and safety (collectively the "Laws"). Buyer on behalf of itself and its  
 175 successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates,  
 176 Seller's investment manager, management company, broker, and the partners, trustees, beneficiaries, shareholders,  
 177 members, managers, directors, officers, employees and agents of each of them, and their respective heirs, successors,  
 178 personal representatives and assigns, from and against any and all demands, claims, legal or administrative proceedings,  
 179 losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including without limitation,  
 180 attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising out of, relating to  
 181 or resulting from the Condition or the Laws. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN  
 182 REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT AND THAT  
 183 SUCH COUNSEL HAS EXPLAINED TO BUYER THE PROVISIONS OF THIS SECTION 4(D).

184 Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections  
 185 provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents to Seller's  
 186 satisfaction and shall indemnify, defend and hold harmless Seller as to any injury to persons or damage to their property resulting  
 187 from the negligence of Buyer or its agents in conducting their activities on the Property. Prior to accessing the Property, Buyer shall  
 188 provide Seller with evidence of commercial general liability insurance of not less than \$1,000,000.00 and naming Seller as an  
 189 additional insured. These obligations shall survive termination of this Agreement or Closing.

- 190 **K. PRORATIONS AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, all other  
 191 income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as

(office use only)

192 of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to  
193 benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing,  
194 Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after  
195 acceptance of this Agreement.

196 L. **SALES EXPENSES:** All sales expenses are to be paid in cash prior to or at the closing as follows in addition to the other items  
197 described in this Agreement.

ITEM	(Check the applicable party who pays)	
	Seller	Buyer
1. Release of existing loans and recording releases	X	
2. Closing Fee		X
3. Preparation of Deed and Vendor's Affidavit		X
4. New or assumed loan fees		
5. Title search fee		X
6. Title Policy Premium-Owner		X
7. Title Policy Premium-Lender		
8. Other Title Company Costs		

208 M. **DEFAULT:** If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity, or terminate this Agreement  
209 and receive the Earnest Money as liquidated damages. If Seller breaches this Agreement, Buyer may terminate this Agreement and  
210 receive a refund of the Earnest Money, or Buyer may seek specific performance as its sole remedy at law or in equity. In the event  
211 of Seller default, Seller shall immediately be obligated to pay all brokerage commissions that would have been paid had this  
212 transaction closed. In the event of Buyer default, commissions may also be due and payable pursuant to the terms of the applicable  
213 brokerage agreements.

214 N. **DUTIES OF BUYER AND SELLER AT CLOSING:**

215 1. **At the closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, except as**  
216 **otherwise provided in this Agreement, the following:**

- 217 (A) A duly executed and acknowledged Special Warranty Deed conveying marketable title in fee simple to all of the Property, free and  
218 clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted  
219 Exception(s);
- 220 (B) A pro-forma Owner's Policy of Title Insurance or marked up title commitment (the "Title Policy") issued by the Title Company in  
221 the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject  
222 only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;
- 223 (C) An executed Vendor's Affidavit in form acceptable to the Title Company;
- 224 (D) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any personal  
225 property specified in Paragraph B;
- 226 (E) An assignment (the "Assignment"), duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to  
227 the extent assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all  
228 service, maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment  
229 shall include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and  
230 contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of  
231 termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;
- 232 (F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
- 233 (G) Evidence of its capacity and authority for the closing of this transaction;
- 234 (H) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property  
235 Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is  
236 exempt;
- 237 (I) A Sales Disclosure Form as required by law ("SDF").
- 238 (J) All other executed documents necessary to close this transaction.

239 2. **At the closing, Buyer shall perform, at Buyer's sole cost and expense, except as otherwise provided in this Agreement, the**  
240 **following:**

- 241 (A) Pay the cash portion of the purchase price in the form of a cashier's check (if the Purchase Price is under \$10,000) or other immediately  
242 available funds. If purchase price is \$10,000 or more, the funds shall be wired unconditionally to closing agent's escrow account;
- 243 (B) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;
- 244 (C) Provide evidence of its capacity and authority for the closing of this transaction;
- 245 (D) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);
- 246 (E) The Assignment. Such assumption agreement shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising  
247 under such leases and contracts assumed by Buyer from and after the Closing Date;
- 248 (F) The SDF.
- 249 (G) Execute all other documents necessary to close this transaction.

250 O. **CONDEMNATION:** Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of  
251 the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller  
252 within seven (7) days after Buyer is advised of the commencement of condemnation proceedings, or (2) appear and defend in any condemnation  
253 proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount or (b)  
254 shall become the property of Buyer and the purchase price shall not be reduced.

255 P. **MISCELLANEOUS:**

- 256 1. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by  
257 facsimile (with a copy sent by United States mail), express courier or United States mail (postage prepaid, certified and return receipt  
258 requested) addressed to Seller or Buyer or their designee at the address set forth below the signature of each party. If no address is  
259 listed, then the address of the registered agent filed with the applicable Secretary of State for entities and the address of  
260 his/her broker for any individual.
- 261 2. This Agreement shall be construed in accordance with the laws of the State of Indiana.

(office use only)

- 262 3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at 11:59 p.m. of the
- 263 date stated unless the parties agree otherwise in writing.
- 264 4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives,
- 265 successors, and assigns. Buyer may not assign this Agreement without the consent of Seller. No assignment of this Agreement shall release
- 266 a party from liability for its obligations hereunder.
- 267 5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,
- 268 or unenforceability shall not affect any other provision.
- 269 6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
- 270 7. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission
- 271 to a Multiple Listing Service or other advertising media, if any, to publish information regarding this transaction.
- 272 8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan
- 273 brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and
- 274 contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller
- 275 are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
- 276 9. Buyer discloses to Seller that Buyer is licensed and holds License # \_\_\_\_\_ . Seller discloses to
- 277 Buyer that Seller is licensed and holds License # \_\_\_\_\_ .
- 278 10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
- 279 11. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement
- 280 shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
- 281 12. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that
- 282 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
- 283 document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or more
- 284 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 285 13. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all
- 286 necessary action to execute and deliver this Agreement on behalf of such party.

287 **Q. SECTION 1031 EXCHANGE:** Buyer and Seller acknowledge that either might wish to complete the transaction contemplated

288 hereby as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer and Seller each shall

289 cooperate with the other's 1031 exchange and execute any documents reasonably required in connection therewith, provided no

290 liability, delay or cost is associated therewith or results therefrom. In the case of any such 1031 exchange this Agreement may be

291 assigned to the qualified intermediary in such transaction.

292 **R. FURTHER CONDITIONS (List any additional provisions):** \_\_\_\_\_

293 \_\_\_\_\_

294 **Seller to pay 3% commission to buyer's agent at closing.**

295 \_\_\_\_\_

296 **All building contents to be included.**

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310 **S. CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they

311 should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In

312 any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental

313 engineer, or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos,

314 hazardous and/or toxic materials and underground storage tanks.

315 **T. CONFIRMATION OF AGENCY RELATIONSHIPS:** Buyer and Seller acknowledge that each has received agency office policy

316 disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that they

317 understand and accept agency relationships involved in this transaction.

318 **U. TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 6:00  (A.M.)  (P.M.)

319  (Noon) , the 3rd day of August, 2025, this Purchase Agreement shall

320 be null and void and all parties shall be released of any and all liability or obligations.

321 \_\_\_\_\_

322 8/3/2025 | 05:49 EDT

323 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

324 **Property and Building Services Inc/Steven Hill** \_\_\_\_\_

325 PRINTED PRINTED

326 \_\_\_\_\_

327 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER (AREA CODE) TELEPHONE NUMBER/FAX NUMBER

328 \_\_\_\_\_

329 BUYER'S ADDRESS FOR NOTICE PURPOSES \_\_\_\_\_

(office use only)

### ACCEPTANCE OF PURCHASE AGREEMENT

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**SELLER'S RESPONSE: (Check appropriate paragraph number):**

On 08/03/2025, at \_\_\_\_\_  A.M.  P.M.  Noon

1. The above offer is Accepted.

2. The above offer is Rejected.

3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.

*Julie Wheeler*  
SELLER'S SIGNATURE

DATE

*Judy Knepp*  
SELLER'S SIGNATURE

DATE

Wheeler Julie Laurice

Knepp Judy M

PRINTED

PRINTED

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER

SELLER'S ADDRESS FOR NOTICE PURPOSES



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**PURCHASE AGREEMENT EXHIBIT A**  
**COMMERCIAL-INDUSTRIAL REAL ESTATE**  
**For use only by members of the Indiana Association of REALTORS®**

349 **Property Legal Description:** WOODLAWN LOT 8 9 & 10 & E 1/2 VAC ALLEY ADJ W; EX E; 16FT FOR HWY; (TIF 118)

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**PURCHASE AGREEMENT EXHIBIT B**  
**COMMERCIAL-INDUSTRIAL REAL ESTATE**  
**For use only by members of the Indiana Association of REALTORS®**

- 404 (1) All leases and service or maintenance contracts, including all amendments and modifications of any of the foregoing for the  
405 Property;
- 406
- 407 (2) The most recent title insurance policy relating to the Property, together with all documents evidencing the title exceptions  
408 referenced therein or to be referenced in the Title Commitment;
- 409
- 410 (3) The prior Survey, if any;
- 411
- 412 (4) Copies of all environmental reports, soil reports and engineering reports relating to the condition of the Property;
- 413
- 414 (5) List of tangible personal property;
- 415
- 416 (6) All permits, licenses and certificate of occupancy with respect to the operation, use and occupancy of the Property; and  
417
- 418 (7) List and description of all pending lawsuits and governmental proceedings affecting or relating to the Property.



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# Staff Report

Planning & Zoning

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**Petition:** 25-X-07

**Petition Type:** Special Exception

**Date:** Plan Commission: October 6, 2025; Board of Zoning Appeals February 21, 2026

**Petitioner:** Elissa Garcia

**Site Location:** 721 Maple Row

**Request:** Per Section 5.3, Special Exception Uses, (5.3.F) Home Day Care to allow for the establishment of a new home day care at 721 Maple Row.

**Existing Zoning:** R-2 One Family Dwelling District

**Size:** +/- 0.15 Acres

**Thoroughfares:** Maple Row and Myrtle Street

**School District:** Elkhart Community Schools

**Utilities:** Available and provided to the site.

**Surrounding Land Use & Zoning:**

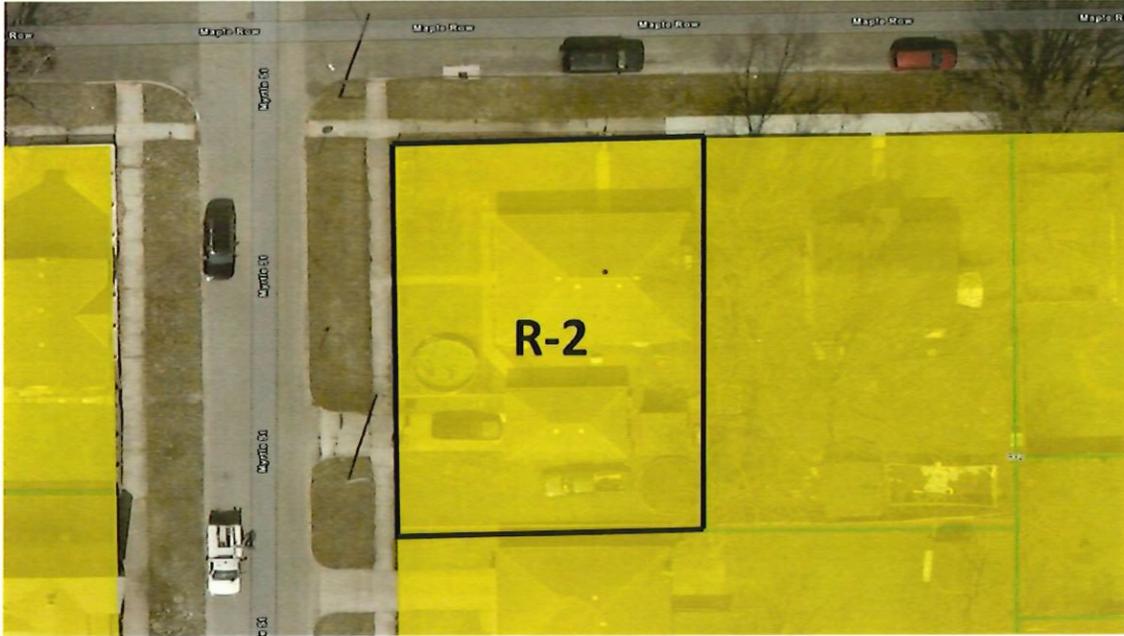
The properties to the north, south, east, and west are all zoned R-2 One Family Dwelling District.

**Applicable Sections of the Zoning Ordinance:**

Enumerated in request.

**Comprehensive Plan:**

The Comprehensive Plan calls for this area to be developed with low density residential.



## Staff Analysis

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The petitioner is submitting an application for a home daycare at 721 Maple Row. The home is located in a neighborhood with ample sidewalks with the ability for some of the children care for to be walked to the location.

According to Elkhart County Assessor records, the house at is 904 square feet and built in 1960, The lot is .15 acres. At the writing of this report, staff had visited the site.

It is anticipated the petitioner will apply for a Class I license with the state's Family and Social Services Administration (FSSA), which allows for up to 12 children. Pick up and drop off for the facility will be handled from in front of the house along Maple Row on the north of the building.

In terms of space, the house is adequate. The state requires for a Class I license, a minimum of 35 square feet per child for indoor space for a total of 420 square feet if the maximum number is reached.

# Recommendation

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Staff recommends approval of the request based on the following findings of fact:

1. The Special Exception is so defined, located and proposed to be operated that the public health, safety and welfare **will be** protected;
2. The Special Exception **will not** reduce the values of other properties in its immediate vicinity because there will be no exterior changes to the existing building;
3. The Special Exception **shall** conform to the regulations of the zoning district in which it is to be located because it will not generate adverse effects on adjacent properties in the form of noise, smoke, or odor.

# Conditions

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If the Board chooses to approve the requested special exception, staff recommends that the following conditions be placed upon the approval:

1. The petitioner shall submit plans for the building renovations to the building department within 14 days of approval, and obtain permits for any work done there within 45 days of approval.
2. All children shall be restricted to the building and fenced-in play area except when arriving and leaving or on supervised walks or outings.
3. The facility and grounds shall be kept clean at all times.
4. The facility shall be subject to inspection upon reasonable notice, by the zoning administrator during hours of operation.
5. There shall be no exterior display, signs, or other forms of advertising on the premises.
6. A copy of the child care home license shall be submitted to the Department of Planning and Zoning upon receipt from the Indiana Family and Social Services Administration.
7. If the day care ceases to operate for more than one (1) year, or the license is revoked, the Special Exception becomes null and void.
8. Any violation of the terms of this Special Exception as determined by the City Zoning Administrator shall render the Special Exception invalid.
9. There shall be a maximum of twelve (12) children.
10. Pickup and drop off shall be from the street at the front of the property.
11. The Special Exception is for two (2) years and shall be reviewed as a staff item by the Board of Zoning Appeals by October 7, 2027.

# Photos

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Front Elevation, Maple Row



Side Yard, Myrtle Street

PETITION #: 25-X-07

FILING FEE: \$ 200

**PETITION for APPEAL to the BOARD of ZONING APPEALS**

**PETITION TYPE: SPECIAL EXCEPTION**

Property Owner(s): Elissa Garcia

Mailing Address: 721 Maple Row Elkhart IN 46514

Phone #: [REDACTED] Email: [REDACTED]

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Subject Property Address: 721 Maple Row Elkhart IN 46514

Zoning: R-2

Present Use: Home Proposed Use: Childcare

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Elissa Garcia

SIGNATURE(S): Elissa Garcia DATE: 08/08/2025

**STAFF USE ONLY:**

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.

A completed Petition form signed by the legal owner of record (or approved representative).

\_\_\_\_ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.

A full and accurate legal description of the property.

\_\_\_\_ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.

\_\_\_\_ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): \_\_\_\_\_

Map #: \_\_\_\_\_ Area: \_\_\_\_\_

RECEIVED BY: [Signature] DATE: 8/8/25

July 25/25

To: Plans Commissions & Board of Zoning Appeals of the  
City of Elkhart, Indiana RE: Special  
Exemption  
Request

The undersigned petitioner respectfully shows  
the Plan Commissions & Board of Zoning Appeals  
that

I, ~~Elissa~~ Garcia, am the owner of the  
following described real estate located  
within the city of Elkhart, Concord  
Township, Elkhart County, State of Indiana

lot numbered forty-three (43) as shown  
on the plat of North-East Addition  
recorded in the office of the recorder of  
Elkhart County, Indiana in Plat Book One  
(1) page twenty-four (24) except the  
South sixty-five feet (65) thereof.

721 Maple Row, Elkhart, IN 46514 is the  
above described real estate and has a  
zoning classification of Residential  
(1) one family dwelling district zoning  
ordinance of the city of Elkhart.  
I, Elissa Garcia, presently occupy the

above described property as my family residence along with my husband and children.

I wish to have a home childcare. In a residential area, it will be easy and convenient for nearby families to access childcare for the early stages of their child's learning.

In relation to value of properties, health and safety of the public and conforming to regulations, the residence of 721 Maple Row will not undergo construction and remain the same. There is ample space for children inside and outside the residence. There is also sufficient space for parking. As well as a fenced yard.

Wherefore, I Elissa Garcia pray and respectfully request a hearing on this appeal and that after such a hearing, the Board grant the special special exception.

Elissa Garcia  
Elissa Garcia

ELKHART CNTY  
JERRY L. WEAVER  
FILED FOR RECORD  
AS PRESENTED

2011 AUG -8 P 1:38

**WARRANTY DEED**

**Property Address:**  
721 Maple Row  
Elkhart, IN 46514

**Tax Parcel No.:** 20-06-06-284-001.000-012

**Metropolitan Title**

*This Indenture Witnesseth, That Elissa Garcia, formerly known as Elissa MacMillan*

*Convey(s) and Warrant(s) to Agustin Garcia and Elissa Garcia, husband and wife*

for **No** consideration, the following described real estate in **Elkhart** County, in the State of **Indiana**:

②  
18ck

Lot Numbered Forty-three (43) as shown on the plat of North Elkhart Addition, recorded in the Office of the Recorder of Elkhart County, Indiana in Plat Book 1, page 24. **EXCEPT THE SOUTH 65 FEET THEREOF.**

**Q16**

Subject to real estate taxes not yet due and payable.

Grantor, Elissa Garcia, certifies that she is the same person as Elissa MacMillan, a grantee in a deed recorded August 3, 2005, in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2005-24457.

Pursuant to IC 6-1.1-5.5 a Sales Disclosure Form is not required due to "no valuable consideration".

**Subject To** any and all easements, agreements, and restrictions of record, and to legal highways.

Signed this 27 day of July, 2011.

*Elissa Garcia*

Elissa Garcia

File No.: 4041-15133

Page 1 of 2

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

8-8 2011

*Pauline F. Hoff* AUDITOR  
102635

TRANSFER FEE 5-

PARCEL NO. 20-06-06-284-001.000012

**NO SALES DISCLOSURE REQUIRED**

Acknowledgement

State of Indiana; Elkhart County:

Before me, a Notary Public in and for the said County and State, personally appeared Elissa Garcia, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

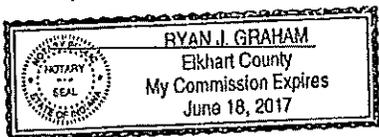
Witness my hand and notarial seal this 27 day of JULY, 2011.

My commission expires:

Signature [Handwritten Signature]

Printed \_\_\_\_\_, Notary Public

Residing in \_\_\_\_\_ County, Indiana



This instrument prepared by Louis Klatch, Attorney at Law.

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.

RYAN J GRAHAM

Name:

**Grantee's Mailing Address for Tax Bills:**

(must be a street address)

721 MAPLE Row  
ELKHART, IN 46514

**AFFIDAVIT IN SUPPORT OF SPECIAL EXCEPTION PETITION**

I, Elissa Garcia, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my special exception petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 721 Maple Row Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 08 day of 08, 2025.

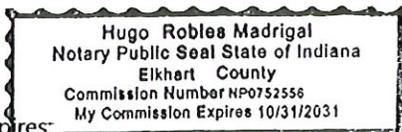
[Signature]  
Printed: Elissa Garcia

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

[Signature]  
Printed: Elissa Garcia

STATE OF INDIANA    )  
  ) SS:  
COUNTY OF ELKHART )

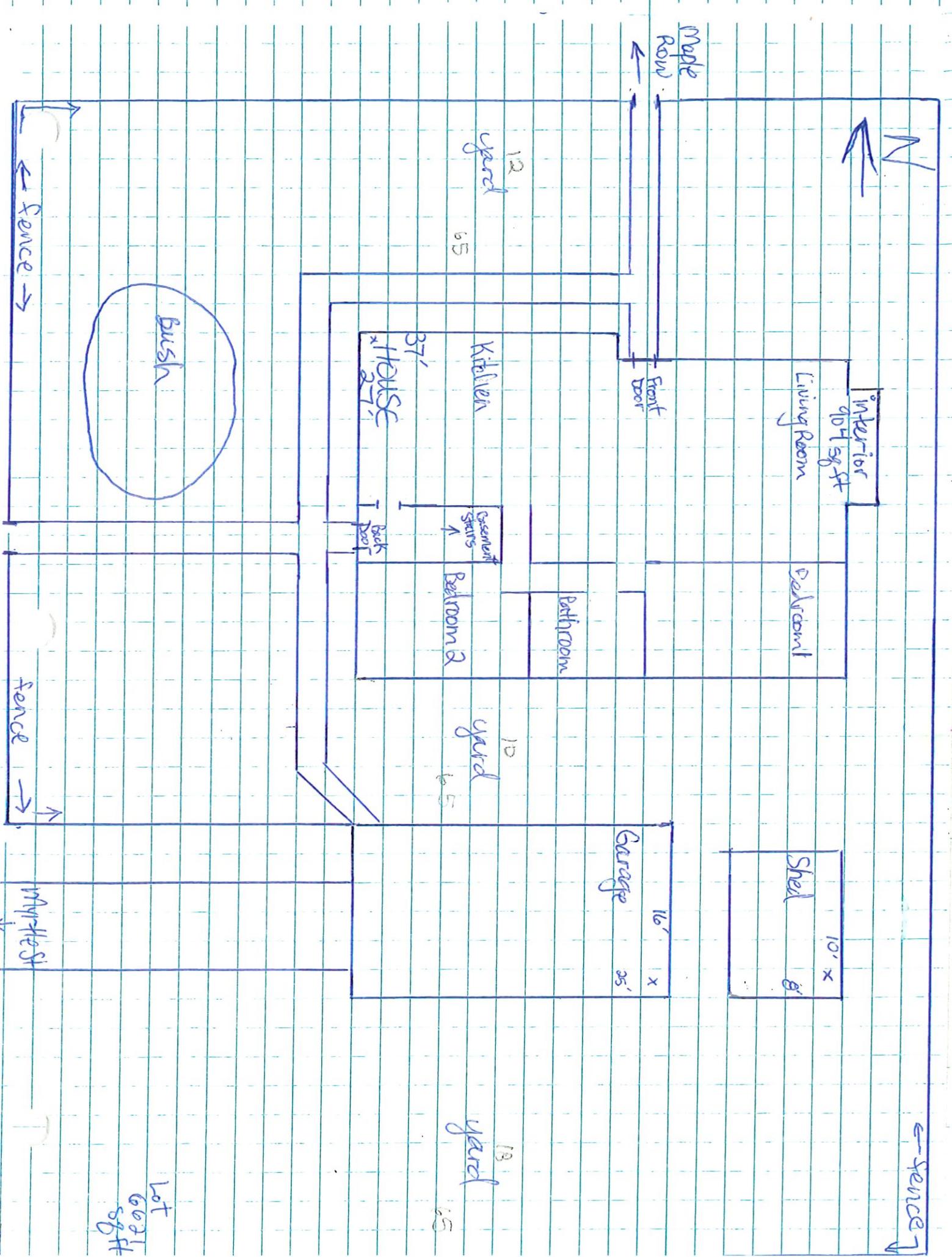
Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Elissa Garcia and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 8 day of August, 2025.



My Commission Expires: 10/31/31

[Signature]  
Printed: Hugo Robles Madrigal

Notary Public in and for the State of Indiana  
Resident of Elkhart County, Indiana



Lot  
6021  
58ft

65

13  
yard

Garage  
16' x 25'

Shed  
10' x 8'

10  
yard  
65

Bedroom  
2

Bathroom

Basement  
stairs  
Back  
door

Kitchen  
37'  
HOUSE  
27'

Living Room  
104 sq ft  
Interior

Front  
door

12  
yard  
65

Maple  
Row



Fence

fence

fence

maple



**PROOF OF LOCAL BUSINESS PERMIT / LICENSE  
TO OPERATE A CHILD CARE PROGRAM**

State Form 56523 (R / 6-18)  
FAMILY AND SOCIAL SERVICES ADMINISTRATION  
OFFICE OF EARLY CHILDHOOD AND OUT OF SCHOOL LEARNING

Name of child care program	
Address (number and street, city, state, and ZIP code)	County
721 Maple Row Elkhart IN 46514	Concord Township

IC 12-17.2-4-3(b), IC 12-17.2-5-3(b) and IC 12-17.2-3.5-5(b)(2) require applicants for a child care center license, applicants for a child care home license and legally licensed exempt providers that participate in the Child Care Development Fund (CCDF) to provide the Division of Family Resources proof that the child care program has a valid local business permit or license to operate a child care program or a statement from the locality that a permit or license to operate a child care program is not required.

Check one:

- I have attached the required business permit or license to operate a child care program in the county, city or town in which the child care is located.
- I have attached a statement from the county, city, or town stating that a business permit or license is not required to operate a child care program.

I, Elissa Garcia, hereby affirm, under the penalties of perjury, that I am the above named applicant and the above information is true and accurate.

Signature of applicant	<u>Elissa Garcia</u>	Date (month, day, year)	<u>10/18/2024</u>
Printed name of applicant	<u>Elissa Garcia</u>		



# ATTESTATION STATEMENT

State Form 48629 (R6 / 10-21)

## LICENSED CHILD CARE CENTERS, HOMES, LEGALLY LICENSED EXEMPT PROVIDER (LLEP) AND UNLICENSED REGISTERED CHILD CARE MINISTRIES

I, Elissa Garcia, affirm under the penalties of perjury that the following statements are true:  
*(Printed name of applicant)*

1. I have not been convicted of a felony.
2. I have not been convicted of a misdemeanor relating to the health and safety of children.
3. I have not been charged with a felony during the pendency of this application.
4. I have not been charged with a misdemeanor relating to the health and safety of children during the pendency of this application.

I am submitting this attestation pursuant to IC 12-17.2-5 or IC 12-17.2-4 or IC 12-17.2-3.5-4, for the following reason:

Type of Program:

(A). Child care home  (B). Child care center  (C). Unlicensed registered child care ministry  (D). Legally Licensed Exempt Program

Name of facility *(if unlicensed registered child care ministry name of applicant)*

Address of facility *(number and street)*

721 Maple Row

City

Elkhart

State

IN

ZIP code

46514

County where facility is located

Concord Township

## UNLICENSED REGISTERED CHILD CARE MINISTRIES ONLY

### Rule 470 IAC 3-4.5-1:

"Applicant" means that person who is the religious organization's local executive officer, such as president of the board of directors, board chairman, head of governing body, etc.

Regardless of who is in charge of the daily program, the day care ministry shall be under the jurisdiction and management of the religious organization.

### IC 12-7-2-28.8:

"Child care ministry" means child care operated by a church or religious ministry that is a religious organization exempt from federal income taxation under Section 501 of the Internal Revenue Code.

### IC 12-17.2-6-8:

A child care ministry is not absolved from liability for injury to a child while the child is at the child care ministry if the cause of the injury is negligence or intentional wrongdoing on the part of the child care ministry or an employee of the child care ministry.

### ATTESTATION STATEMENT

I attest that as pastor of the church / executive officer of the religious organization stated in the attached application, the day care ministry is under the jurisdiction and management of said religious organization.

I understand that a child care ministry is not absolved from liability for injury to a child while the child is at the child care ministry.

## LEGALLY LICENSED EXEMPT PROVIDER

### 470 IAC 3-18-1

"Applicant" means the individual who will receive payment from the CCDF program, or the individual authorized to sign for a corporation, partnership, or sole proprietor's business.

## AFFIRMATION

I, Elissa Garcia, hereby affirm, under the penalties of perjury, that I am the above-named applicant, that I have personally prepared the foregoing statement, and that the same is true to the best of my knowledge and belief.

Signature of applicant

Elissa Garcia

Date of signature *(month, day, year)*

10 / 18 / 2024



**ATTESTATION STATEMENT**

State Form 48629 (R6 / 10-21)

**LICENSED CHILD CARE CENTERS, HOMES, LEGALLY LICENSED EXEMPT PROVIDER (LLEP) AND UNLICENSED REGISTERED CHILD CARE MINISTRIES**

I, Elissa Garcia, affirm under the penalties of perjury that the following statements are true:  
(Printed name of applicant)

1. I have not been convicted of a felony.
2. I have not been convicted of a misdemeanor relating to the health and safety of children.
3. I have not been charged with a felony during the pendency of this application.
4. I have not been charged with a misdemeanor relating to the health and safety of children during the pendency of this application.

I am submitting this attestation pursuant to IC 12-17.2-5 or IC 12-17.2-4 or IC 12-17.2-3.5-4, for the following reason:

Type of Program:

(A). Child care home  (B). Child care center  (C). Unlicensed registered child care ministry  (D). Legally Licensed Exempt Program

Name of facility (if unlicensed registered child care ministry name of applicant)

Address of facility (number and street)

721 Maple Row			
City	State	ZIP code	County where facility is located
Elkhart	IN	46514	Elkhart

**UNLICENSED REGISTERED CHILD CARE MINISTRIES ONLY**

**Rule 470 IAC 3-4.5-1:**

"Applicant" means that person who is the religious organization's local executive officer, such as president of the board of directors, board chairman, head of governing body, etc.

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**ATTESTATION STATEMENT**

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I understand that a child care ministry is *not absolved from liability* for injury to a child while the child is at the child care ministry.

**LEGALLY LICENSED EXEMPT PROVIDER**

**470 IAC 3-18-1**

"Applicant" means the individual who will receive payment from the CCDF program, or the individual authorized to sign for a corporation, partnership, or sole proprietor's business.

**AFFIRMATION**

I, Elissa Garcia, hereby affirm, under the penalties of perjury, that I am the above-named applicant, that I have personally prepared the foregoing statement, and that the same is true to the best of my knowledge and belief.

Signature of applicant	Date of signature (month, day, year)
<u>Elissa Garcia</u>	8/11/24

Printed or typed name of applicant  
Elissa Garcia

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <div style="font-size: 1.2em; font-family: cursive;">Elissa Garcia</div>		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions)	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)	
	5	Address (number, street, and apt. or suite no.). See instructions. <div style="font-size: 1.2em; font-family: cursive;">721 Maple Row</div>	Requester's name and address (optional)	
	6	City, state, and ZIP code <div style="font-size: 1.2em; font-family: cursive;">Elkhart IN 46514</div>		
	7	List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

or

Employer identification number									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <div style="font-size: 1.2em; font-family: cursive;">Elissa Garcia</div>	Date <div style="font-size: 1.2em; font-family: cursive;">10/18/2024</div>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign



# Staff Report

Planning & Zoning

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**Petition:** 25-BZA-23

**Petition Type:** Developmental Variance

**Date:** February 21, 2026

**Petitioner:** Gayduo Korlewala

**Site Location:** 1034 Princeton Street

**Request:** To vary from Section 26.4.A.6 which states in part, ‘No fences, other than split rail, wrought iron or open picket fences not to exceed four (4) feet in height, shall be permitted in any front yard or corner side yard’ to allow for a six (6) foot privacy fence installed to remain in the corner side yard. A corner side yard height variance of two (2) feet and material standards (solid privacy) variance to remain for the same fence.

**Existing Zoning:** R-3, Two Family Dwelling District

**Size:** +/- 0.13 Acres

**Thoroughfares:** Princeton Street and Williams Street

**School District:** Elkhart Community Schools

**Utilities:** Available and provided to the site.

**Surrounding Land Use & Zoning:**

The property is surrounded by residential uses zoned R-2, One Family Dwelling District and R-3, Two Family Dwelling District.

**Applicable Sections of the Zoning Ordinance:**

Enumerated in request.

**Comprehensive Plan:**

The Comprehensive Plan calls for this area to be developed with low density residential uses.



## Staff Analysis

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The petitioner is requesting a developmental variance to allow for a 6-foot privacy fence in a corner yard, when 4 feet is the maximum height and to allow solid material, when non opaque material is allowed.

The petitioner submitted for a fence permit on May 5, 2025, and was approved by staff on the same day. The approved permit application depicted the fence even with the home along Williams. A four (4) foot chain link fence was removed and replaced by a six (6) foot privacy fence.

When the fence was installed, the placement went past the wall of the home along Williams Street, which does not comply with the current fence placement standards.

Zoning staff cited the property for a zoning violation for the 6-foot solid wood fence installed in the corner side yard prohibited by zoning ordinance on July 2, 2025.

The petitioner then submitted to the board for a developmental variance on September 5, 2025.



Williams Street view from 2023 – shows former chain link fence

The original design met the developmental requirement from the zoning ordinance for corner side lots. The petitioner is seeking this variance to allow for the now existing fence to remain in its current location.

Staff recommends approval of the proposed variance. The City of Elkhart is in the process of updating its zoning ordinance, including the fence regulations. The requested condition is consistent with proposed regulations found in the anticipated UDO.

The updated language will allow the six (6) foot privacy one (1) foot from the property line. It is difficult for staff to determine the exact location of the property line – especially with no sidewalks along Williams Street. If the petitioner can find the property corner markers with or without the assistance of a surveyor that confirms the new fence is compliant with the forthcoming ordinance language – staff could support the petitioner’s request.

## Recommendation

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The Staff recommends **approval** of the developmental variance based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals or general welfare of the community because the fence will be built and installed in a workmanlike manner;
2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because a fence is a typical element found in residential districts. The fences location should not affect the use and value of an adjacent property;
3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because a measure of relief is allowed when warranted because it is anticipated that this location will soon be allowed in the new UDO;
4. Special conditions and circumstances **do exist** as the subject property is a corner lot;
5. The strict application of the terms of this Ordinance **will not** result in practical difficulties in the use of the property because the fence could be designed to meet the requirements for fencing on a corner lot in the city;
6. The special conditions and circumstances **do** result from an action or inaction by the applicant;
7. This property **does not** lie within a designated flood hazard area.

# Photos

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Front Elevation, Princeton Street



Side Yard, facing Williams Street



Rear Elevation, facing the alley

PETITION #: 25-B2A-23

FILING FEE: \$ 200

**PETITION to the BOARD of ZONING APPEALS**

**PETITION TYPE: DEVELOPMENTAL VARIANCE**

Property Owner(s): Gayduo Korkawa

Mailing Address: 1034 Princeton Street Elkland

Phone #: [REDACTED]

Email: [REDACTED]

Contact Person: 1034

Mailing Address: 1034 Princeton Blvd Elkland

Phone #: [REDACTED]

Email: [REDACTED]

**Subject Property Address:** \_\_\_\_\_

Zoning: Residential (R-3)

Present Use: Residential Proposed Use: [REDACTED]

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

**PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT):** Gayduo Korkawa

**SIGNATURE(S):** [Signature]

**DATE:** 9/4/25

**STAFF USE ONLY:**

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- A completed Petition form signed by the legal owner of record (or representative).
- If any person other than the legal owner or the legal owner's attorney has signed the Petition, a written and signed authorization from the property owner must be attached.
- A full and accurate legal description of the property.
- One to scale drawing of the property, measuring 11" x 17" or smaller. 12 copies must be submitted.
- Optional: any supplementary information the applicant may wish to include.

*unpermitted roofed area*

Ordinance Requirement: Section(s): \_\_\_\_\_

Map #: \_\_\_\_\_ Area: \_\_\_\_\_

RECEIVED BY: [Signature]

DATE: \_\_\_\_\_

## Appeal Letter to the Board of Zoning Appeals

DATE: 9/4/25

TO:

Board of Zoning Appeals  
City of Elkhart, Indiana

RE: Developmental Variance—Fence Installation at 1034 Princeton Blvd.

The undersigned petitioner respectfully shows the Board of Zoning Appeals:

1. I, Gayduo Korlewala, am the owner of the following described real estate located within the City of Elkhart, Elkhart County, State of Indiana, to-wit:

1034 Princeton Blvd., Elkhart, IN 46516

(1) ~~Residential Zone~~

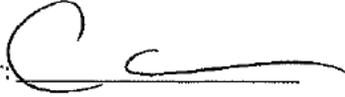
2. The above-described real estate presently has a zoning classification of District under the Zoning Ordinance of the City of Elkhart.
3. Petitioner presently occupies the above-described property as a single-family residence.
4. Petitioner desires to maintain and complete the construction of a WOODEN fence around the rear and side yard for safety purposes, specifically to securely contain and protect her developmentally delayed daughter.
5. The Zoning Ordinance of the City of Elkhart requires that:
  - No fence—other than split rail, wrought iron, or open picket with at least 40% open spacing—exceeding 4 feet in height may be placed in a front yard.
  - In all districts (except manufacturing), fences in side and/or rear yards may be up to 6 feet in height, plus an additional 6 inches for posts.
  - The finished side of the fence must face outward toward the property line, and the fence may be located up to—but not on—the property line.
6. Strict adherence to these requirements would create an unusual hardship because:
  - Petitioner's daughter, Hope Gibson, is developmentally delayed and requires a safe, enclosed outdoor space to prevent wandering into dangerous areas, such as the street.
  - Without a secure wooden fence, Hope's safety and well-being would be at significant risk, especially given her inability to reliably remain within open boundaries.
7. Using the standards from page 3 of the sample guidelines:
  - Public health, safety, morals, and general welfare—The proposed wooden fence enhances safety and protects a vulnerable child without harming community welfare.
  - Adjacent area use and value—Installing and maintaining a compliant 6-foot wooden fence in the side/rear yard is consistent with typical residential improvements and should not

negatively affect neighboring property values.

- Practical difficulties due to special circumstances—The developmental condition of the petitioner's daughter constitutes a tangible and exceptional hardship, making the strict ordinance unfeasible. The variance request is limited and reasonable in scope.

WHEREFORE, petitioner prays and respectfully requests a hearing on this appeal and that, after such hearing, the Board grant the requested developmental variance to allow the existing and proposed 6-foot wooden fence in the side and rear yard at 1034 Princeton Blvd., Elkhart, IN, for safety purposes.

Signature of Property Owner:



Printed Name: Gayduo Korlewala

Contact Person:

Name: Gayduo Korlewala

Address: 1034 Princeton Blvd., Elkhart, IN 46516





**EXHIBIT A**

Lot Numbered Fifty-seven (57) and Two (2) feet off the South side of Lot Numbered Fifty-eight (58), as the said Lot is known and designated on the recorded Plat of STUDEBAKER PARK, an Addition to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 116, page 44, in the Office of the Recorder of Elkhart County, Indiana.

BEING the same property conveyed by Connie R. Thornton a/k/a Connie Thornton to Dario U. Martinez, by Warranty Deed dated March 30, 2007, recorded April 3, 2007, in Deed Instrument No. 2007 08731, in the Office of the Recorder of Elkhart County, Indiana.

Property address: 1034 Princeton Street, Elkhart, IN 46516

Tax parcel number: 20-06-09-133-011.000-012

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 50115218 (8-11-22)



**AFFIDAVIT IN SUPPORT OF DEVELOPMENTAL VARIANCE PETITION**

Gayduo Kortevala being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 1034 Princeton St Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 9 day of 5, 2025.

[Signature]  
Printed: Gayduo Kortevala

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Gayduo Kortevala  
Printed: [Signature]

STATE OF INDIANA )  
COUNTY OF ELKHART )

) SS:



Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Gayduo Kortevala, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 5 day of August ~~September~~, 2025

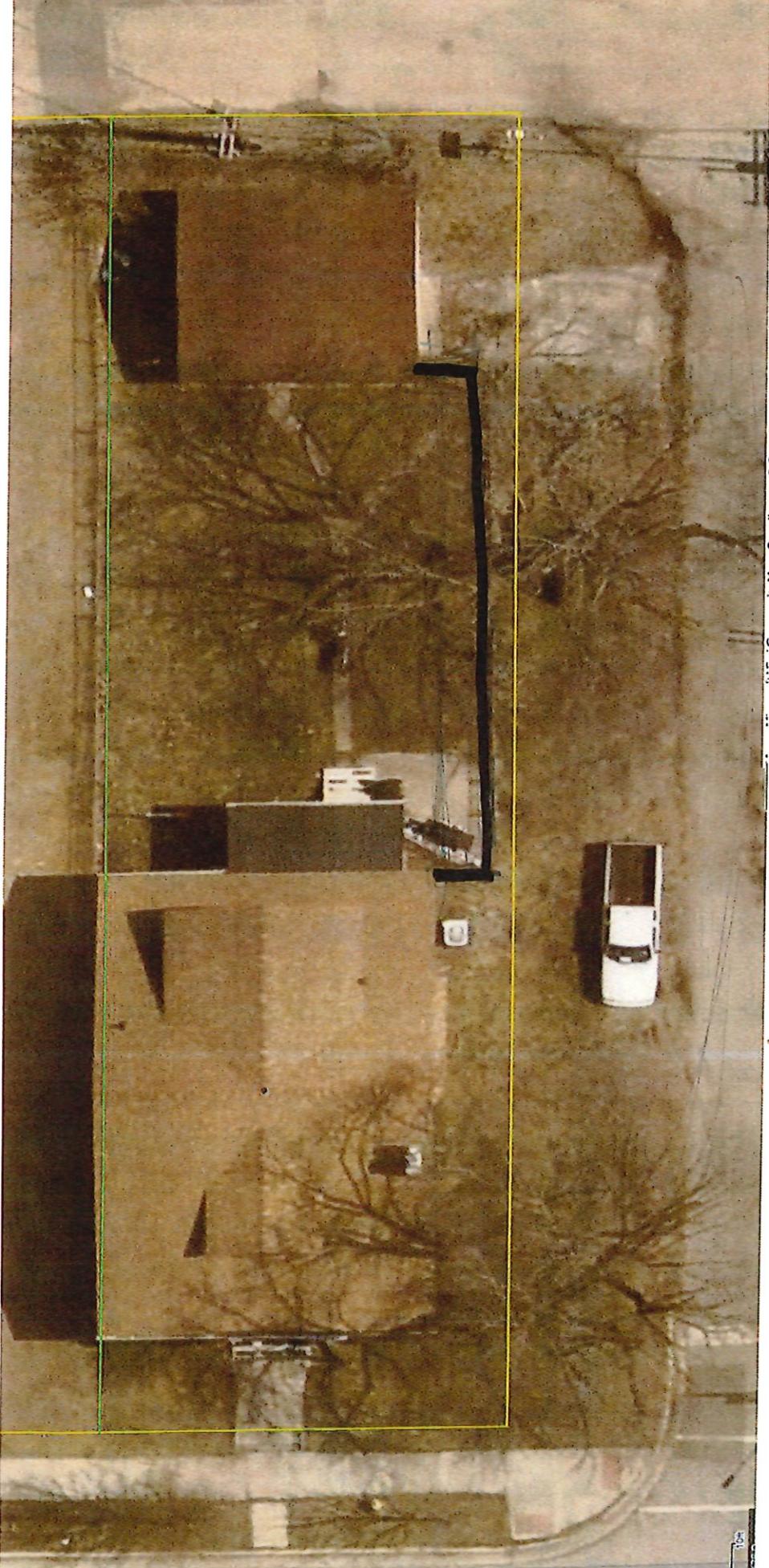
Jennifer Drlich  
Printed: Jennifer Drlich

My Commission Expires:  
9/27/2028

Notary Public in and for the State of Indiana  
Resident of Elkhart County, Indiana



07/23/2025



Princeton St

Princeton St

Princeton St

✓

10/10/20



City of Elkhart

# Staff Report

Planning & Zoning

**Petition:** 25-UV-10

**Petition Type:** Use Variance

**Date:** February 21, 2026

**Petitioner:** Nichole Hogendobler

**Site Location:** 1746 East Beardsley Avenue

**Request:** To vary from the uses found in Section 4.2, Permitted Uses in the R-2, One Family Dwelling District to allow for the construction of a one (1) accessory dwelling unit.

Also:

To vary from Section 26.1.B.8.a, which states in part, ‘Accessory buildings on property occupied by a one or two family residential use shall be limited to a maximum floor area of 720 square feet for the largest structure, with a maximum total of 840 square feet for all accessory buildings combined’, to allow for the proposed accessory dwelling unit at 748 square feet, where the maximum for any one accessory structure is 720 square feet, a variance of 28 square feet. To also vary from the maximum total area for all accessory structures of 840 square feet to allow for a total area for all accessory structures of 1,148 square feet, a variance of 308 square feet.

To vary from Section 26.1.B.8.a, which states in part, ‘A maximum of two (2) accessory buildings is allowed on each lot’, to allow for a total of four (4) accessory buildings, a variance of two (2) accessory buildings (including the proposed accessory dwelling unit).

To vary from Section 26.1.B.11, which states, ‘No accessory structures shall be used for permanent or temporary habitation’ to allow the accessory dwelling unit to be used for habitation.”

**Existing Zoning:** R-2, One Family Dwelling District

**Size:** +/- 0.455 Acres

**Thoroughfares:** East Beardsley Avenue

**School District:** Elkhart Community Schools

**Utilities:** Available and provided to the site.

**Surrounding Land Use & Zoning:**

The property is surrounded by residential uses R-2, One Family Dwelling District.

**Applicable Sections of the Zoning Ordinance:**

Enumerated in request.

**Comprehensive Plan:**

The Comprehensive Plan calls for this area to be developed with a mix of low density residential uses.



# Staff Analysis

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The petitioner is requesting a use variance to allow for the construction of a detached accessory dwelling unit that is 748 square feet in area. Section 4.2 Permitted Uses in R-2, One Family Dwelling District does not permit accessory dwelling units. Plus, the number of accessory structures and square footage.

The request comes to us as the petitioner looking to build a detached accessory dwelling unit (ADU) in the rear of their property for a family member. The parcel is currently used by the petitioner primary residence as a single-family home. The need for the use variance comes from the fact that the R-2 zoning district does not permit accessory dwelling units as a permitted use. The petitioner reached out to staff doing the necessary due diligence in order to establish the use. The petitioner was made aware at that time that Board action would be required.

The number of accessory structures on the property is currently three (3). With the added ADU structures this raises the total number of structures to four (4). Should the BZA approve the request-one of the sheds should be removed.

From the street, this detached dwelling will have the appearance of a house set in the back yard. Only one entrance will be permitted on the front facade while a second entrance can be on the side or rear of the building. The structure will be secondary and accessory to the main dwelling as the ADU will be fully functional as an independent living space from the primary dwelling. All utility connections will connect into the primary dwelling. This ADU will meet the Accessory Structure Setbacks. The ADU will be on the same lot as the primary dwelling and will not be split off in the future. The primary structure or ADU must be occupied by the property owner of record and will be recorded with the Elkhart County recorder with a deed restriction.

This request will allow the property to add housing variety and continue to chip away at the shortage of housing in our community as outlined in the Zimmerman Volk Housing study. The city needs housing at every level, and this request helps the city in promoting incremental increases in housing options within existing neighborhoods throughout the city.

The City of Elkhart is in the process of updating its zoning ordinance, including the accessory dwelling unit regulations. In the anticipated UDO, accessory dwelling unit are listed as a Special Exception with conditions. The requested condition is consistent with proposed regulations found in the anticipated UDO. Staff anticipate seeing more requests similar to this one following the anticipated UDO being implemented.

# Recommendation

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The Staff recommends **approval** of the use variance based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals, or general welfare of the community because the detached dwelling will be built per all applicable building codes;
2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because the surrounding uses are residential and are residential structures;
3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because a small measure of relief when uniquely warranted;
4. Special conditions and circumstances **do exist** which are particular to the land involved and which are not applicable to other lands or structures in the same district because without board action the adding of an accessory dwelling unit on this parcel would not be permitted;
5. The strict application of the terms of this Ordinance **will not** result in practical difficulties in the use of the property because the owner would not be able to place the structure;
6. The special conditions and circumstances **do not** result from an action or inaction by the applicant because no construction has begun;
7. This property **does not** lie within a designated flood hazard area.

# Conditions

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If the Board chooses to **approve** the requested developmental variance, staff recommends that the following conditions be placed upon the approval:

1. Only one entrance is permitted on the front facade while the second entrance can be on the side or rear of the building.
2. Shall be secondary and accessory to the main dwelling.
3. Shall be fully functional as an independent living space.
4. Shall be on the same lot as the primary dwelling and not be split off in the future.
5. Must meet Accessory Structure Setbacks.
6. Primary structure or ADU must be occupied by the property owner of record. A deed restriction shall be recorded with the Elkhart County recorder.
7. Utility connection must connect with the primary dwelling.
8. The removal of one shed from the property to allow for a three (3) total structure.

# Photos

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Front Elevation, East Beardsley Ave



Front Elevation, East Beardsley Ave



Front Elevation, East Beardsley Ave

PETITION #: 25-UV-10

FILING FEE: \$ 200.00

### PETITION to the BOARD of ZONING APPEALS

**PETITION TYPE: USE VARIANCE**

Property Owner(s): NICHOLE HOGENDOBLER

Mailing Address: 1746 E BEARDSLEY AVE, ELKHART IN 46514

Phone #: [REDACTED] Email: [REDACTED]

Contact Person: SAME

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Subject Property Address: 1746 E BEARDSLEY AVE, ELKHART IN 46514

Zoning: R-2, ONE-FAMILY DWELLING DISTRICT

Present Use: RESIDENTIAL OWNER OCCUPANCY Proposed Use: SAME

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): NICHOLE HOGENDOBLER

SIGNATURE(S): [Signature] DATE: 9/9/25

**STAFF USE ONLY:**

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.

A completed Petition form signed by the legal owner of record (or approved representative).

If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.

A full and accurate legal description of the property.

One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.

Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): \_\_\_\_\_

Map #: \_\_\_\_\_ Area: \_\_\_\_\_

RECEIVED BY: [Signature] DATE: 9/9/25

DATE: September 4, 2025

TO: Board of Zoning Appeals  
City of Elkhart, Indiana

RE: Use Variance

The undersigned petitioner respectfully shows the Board of Zoning Appeals:

1. I, Nichole Hogendobler, am the owner of the following described real estate located within the City of Elkhart, Osolo Township, Elkhart County, State of Indiana, to-wit:
  - See legal description attached hereto and made part hereof as “EXHIBIT A”.  
**APN#: 20-02-33-427-027.000-027**  
which currently has the address of **1746 E Beardsley Ave, Elkhart Indiana 46514-3704.**
2. The above-described real estate presently has a zoning classification of **R-2, One-Family Dwelling** District under the Zoning Ordinance of the City of Elkhart.
3. Petitioner presently occupies the above-described property in the following manner:
  - Residential Owner Occupancy
4. Petitioner desires to add a “Mother-in-Law” suite to the property. The proposed residential suite will be approximately 56’ x 13’ 4”, 748ft<sup>2</sup>. The proposed residential suite will be occupied by only the Owner’s Mother and will not need an additional street/mailling address. Proposed suite will be hooked to the existing properties utilities.
5. The Zoning Ordinance of the City of Elkhart requires:
  - **Section 5, 5.2(B):** Single family detached residences located on a permanent foundation with a minimum width of 24 feet and a minimum of nine hundred fifty (950) square feet of dwelling unit space, in which case the ground floor shall consist of no less than 600 square feet of such dwelling unit space. The primary façade of the structure shall face a public street. (as amended per Ordinance No. 4542 dated December 4, 2000 & as amended per Ordinance 4762 on August 1, 2003).
  - **Section 26, 26.1(8a):** Accessory buildings on property occupied by a one- or two-family residential use shall be limited to a maximum floor area of seven hundred twenty (720) square feet for the largest structure, with a maximum total of eight hundred forty (840) square feet for all accessory buildings combined. Accessory buildings on all other residential use properties shall be limited to a maximum floor area of nine hundred sixty (960) square feet, both individually and aggregate. A maximum of two (2) accessory buildings (not including a swimming pool or satellite dish) is allowed on each lot.

- **Section 26, 26.1(11):** No accessory structures shall be used for permanent or temporary habitation.
  - **Section 26, 26.1(E):** A vehicle or recreational vehicle may be stored in the side yard or in the rear yard on a paved surface. All vehicles stored outside on residentially zoned properties shall be operable and properly plated.
  - **Section 26, 26.7(B1a):** For all buildings and structures erected and all uses of land established after the effective date of this Ordinance, accessory parking and loading facilities shall be provided as required by the regulations herein.
6. Strict adherence to the Zoning Ordinance requirements would create an unusual hardship to both the owner of the property and the person, referred to as “occupant”, that is planned to inhabit the proposed structure. The occupant has a chronic health condition that will worsen over time and require her to have more assistance as she ages. The occupant already requires assistance at times in keeping up with housework and yard work. Having the occupant live in the proposed dwelling allows for her to receive timely help, to be “taken care of” as she ages and allows the owner of said property to be able to make sure occupant is safe, healthy, and happy as she ages. If this is not granted the occupant will have to find suitable living further away and cause help to be untimely, unsafe, and leave the occupant in a situation of solitude.
7. **Standards considered for a Use Variance**
- *The approval will not be injurious to the public health, safety, morals and general welfare of the community.*
    - ✓ True. Adding this structure to the property will not cause any harm or concern to anyone and will not block any sight lines for drivers using the roadway. Adding this structure is good morally, because it is a daughter’s attempt to care for her mother.
  - *The use and value of the area adjacent to the property will not be affected in a substantially adverse manner.*
    - ✓ True. Adding this structure will not adversely affect any of my neighbors’ physical properties because it will sit only on my property back far enough not to block any sight lines. It will not affect any property values adversely because it will be maintained and kept maintained at all times just as the primary residence is.
  - *The need for the variance arises from some condition peculiar to the property involved.*

- ✓ True. Due to the property being zoned R-2, adding a separate residential dwelling is a “peculiar” request. Not many homes zoned as such have a second residential dwelling built on them.
- *The strict application of the terms of this Ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought.*
  - ✓ True. If the occupant is not allowed to reside in the proposed dwelling, she may not receive the help and care she needs as she ages in a timely fashion, which can lead to more serious circumstances, including loss of independence and or major health issues that could have been prevented.
- *The approval does not interfere substantially with the Comprehensive Plan.*
  - ✓ True. Adding the proposed suite is an investment into an existing residential neighborhood. It will not interfere with any type of transportation safety or needs. It will not inhibit future land use due to the fact that a “regular” sized home would not be an eligible addition to the property in the future.

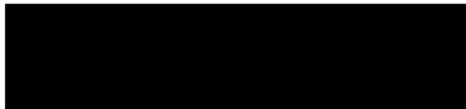
WHEREFORE, Petitioner prays and respectfully requests a hearing on this appeal and that after such hearing, the Board grant the requested use variance.

Signature of Property Owner: \_\_\_\_\_

Printed Name: Nichole Hogendobler

Contact Person: Nichole Hogendobler

Address: 1746 E Beardsley Ave, Elkhart IN 46514



## **EXHIBIT "A"**

### **Property Description**

**Property Address: 1746 East Beardsley Avenue, Elkhart, Indiana 46514**

#### **PROPERTY DESCRIPTION:**

TRACT I: The East Fifty (50) feet of the South Two Hundred (200) feet of lot numbers Twenty (20), as said Lot is known and designated on the recorded Plat of LAWNDALE PLACE, an Addition to the City of Elkhart, Indiana; said Plat being recorded October 10, 1924 in Plat Book 2, page 124 in the Office of the Recorder of Elkhart County, Indiana,

TRACT II: A part of Lot Numbered Twenty-one (21), as the same is known and designated on the recorded Plat of LAWNDALE PLACE, and Addition to the City of Elkhart, Indiana; said Plat being recorded October 10, 1924 in the Plat Book 2, Page 124 in the Office of the Recorder of Elkhart County, Indiana, and more particularly described as follows:

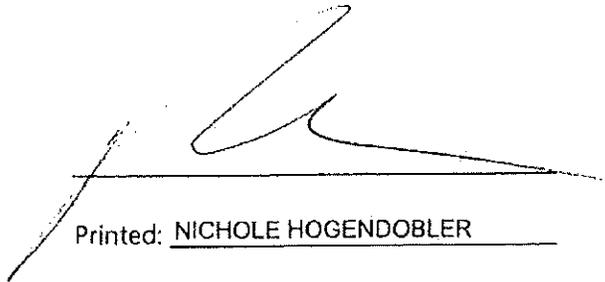
Beginning at the Southwest corner Lot: thence North along the West line of said Lot, Two hundred (200) feet); thence East parallel with the South line along the center line of said lot, Two Hundred (200) feet to the South line of said lot; thence West along the South line of said lot, Forty-eight and One-half (48 ½) feet to place of beginning and being the South Two Hundred (200) feet of the West Half (W ½) of Lot Numbered Twenty-one (21).

**AFFIDAVIT IN SUPPORT OF USE VARIANCE PETITION**

I, Nichole Hogendobler, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

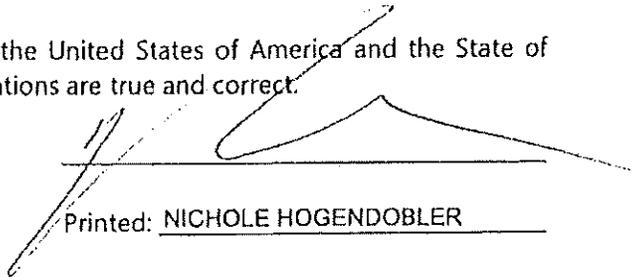
1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 1746 E BEARDSLEY AVE Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 3rd day of SEPTEMBER, 2025.



Printed: NICHOLE HOGENDOBLER

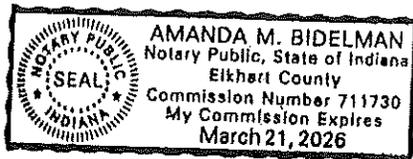
I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

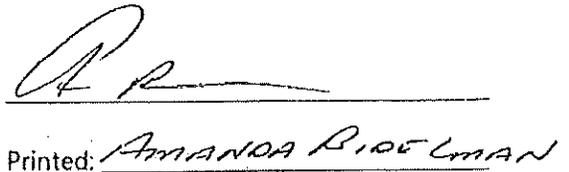


Printed: NICHOLE HOGENDOBLER

STATE OF INDIANA     )  
   ) SS:  
 COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared NICHOLE HOGENDOBLER, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 3rd day of SEPTEMBER, 2025.



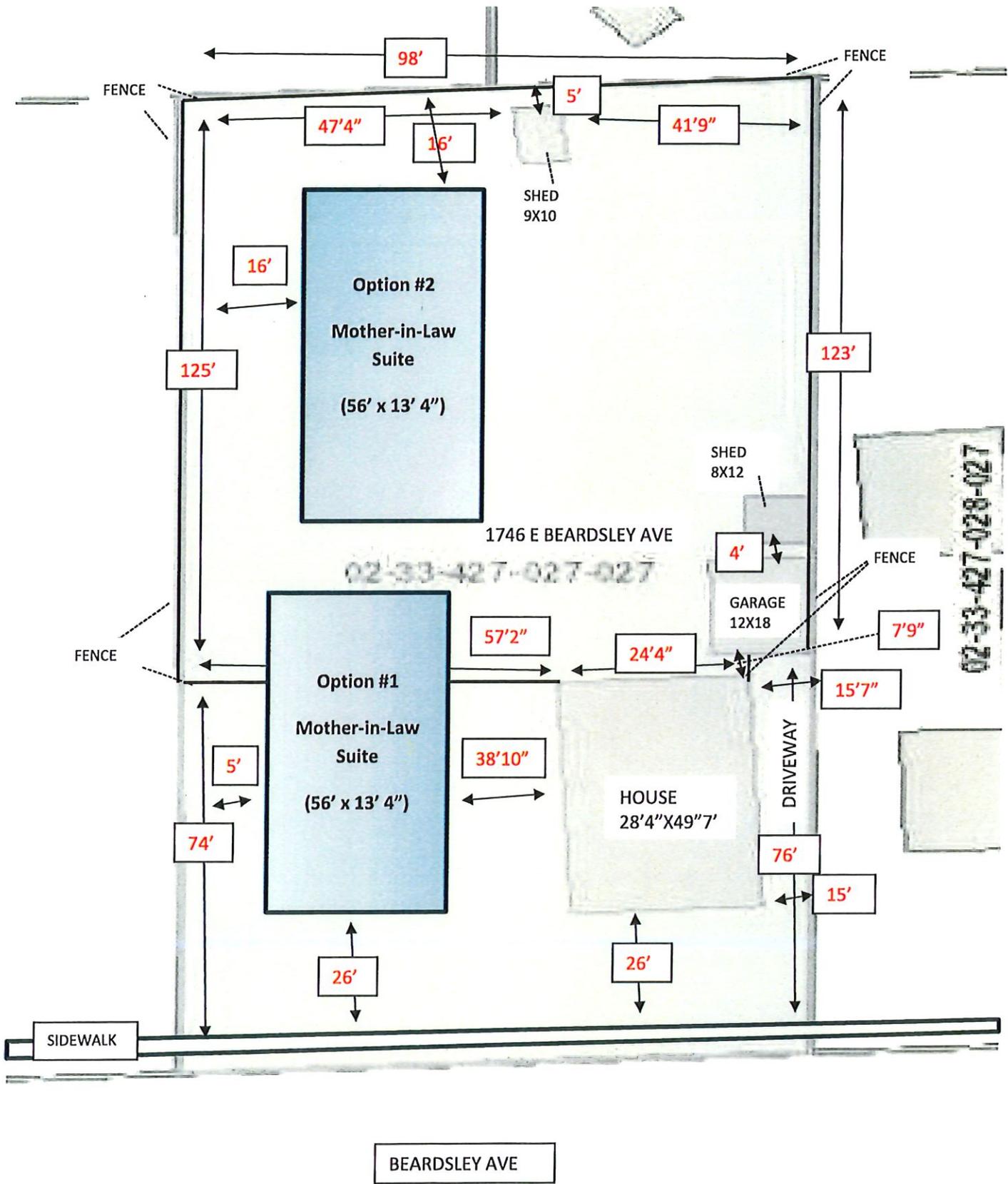


Printed: AMANDA BIDE LMAN

My Commission Expires:  
MARCH 21, 2026

Notary Public in and for the State of Indiana  
 Resident of Elkhart County, Indiana



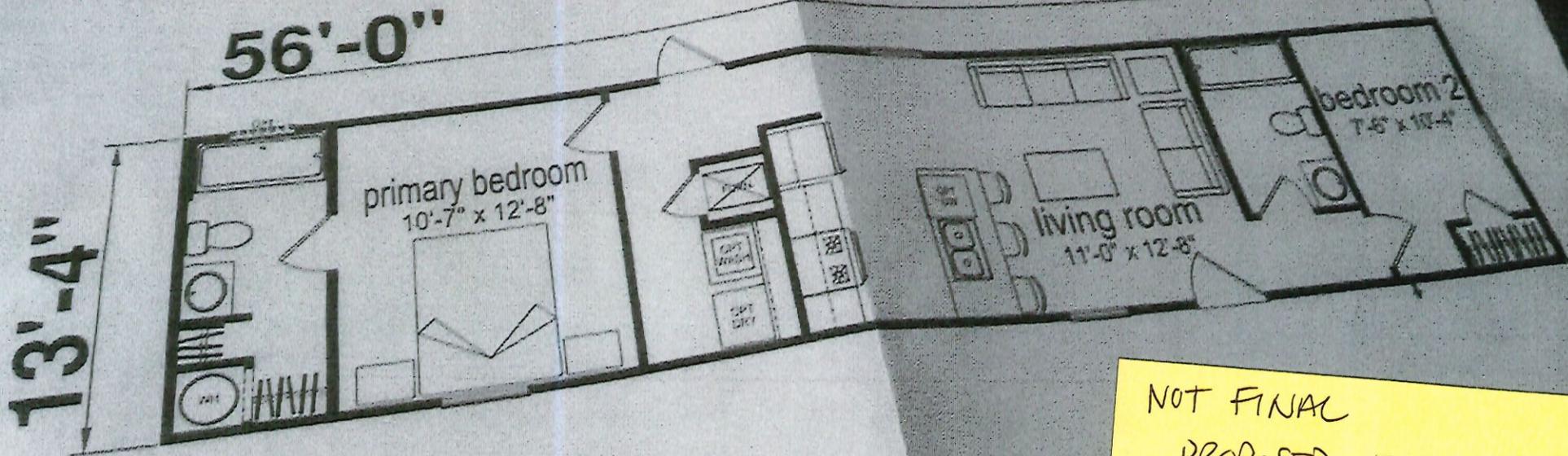
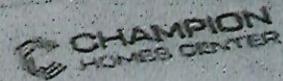


02-33-427-028-027

# Bowmansville

Prime Series

746 SQ. FT. (Approximate) 2 Bedroom, 2 Bath



NOT FINAL  
PROPOSED FLOOR  
PLAN

CHAMPION HOMES CENTER  
6866 West 700 South  
Topoka, IL 46571

1-800-581-5380

CHAMPION HOMES