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STATEMENT OF COMMITMENTS

**COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN
APPROVAL**

In accordance with I.C. 36-7-4-613 or I.C. 36-7-4-614, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of the Real Estate:

Legal Description: See Exhibit "A" attached.

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".

2. The Real Estate shall be developed in substantial conformity to the revised site plan ("Site Plan") included as a part of rezoning, prepared by Weaver Design Group, filed March 1, 2006.

3. The patio home community (the "Community") into which the Real Estate is to be developed shall be marketed as an active adult community to provide residential housing for persons 55 years of age or older, pursuant to Indiana Code §22-9.5-3-4 and in substantial compliance with the Fair Housing Amendments Act of 1988.

4. Density within the Community shall be limited to a maximum of one hundred and five (105) units, all in a maximum of 35 buildings with not more than three units in each building. Each building will be located on a lot, for a total of 35 conditional lots. After development, each unit will be final-platted into individual lots, for a total of 105 lots. Each final-platted lot may be coterminous with the dimensions of the individual unit (i.e. Lots 1A, 1B and 1C) or it may be configured to include the required front, side or rear yards. Common area or limited common area may be provided for during platting and may include areas directly adjacent to and adjoining the units.

5. Trees shall be preserved to the extent feasible in those areas generally marked as Tree Preservation Areas on the January 9, 2006 grade study and site plan, which are incorporated as set forth herein, and located within 140 feet of the southernmost boundary of the property. Trees within Tree Preservation Areas may only be removed if reasonably necessary for:

- A. construction of storm sewers, sanitary sewers and lift station;
- B. clearing of creek bed;
- C. removal of dangerous or dead trees; or
- D. removal of understory.

1405 N. High School Rd

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Tree Preservation Areas shall be designated as common areas for maintenance by the Homeowners Association (as hereinafter defined). In any event, a minimum of seventy-five 75% of the Tree Preservation Areas shall not be disturbed (excluding clearing of understory) in any material respect by construction activities.

6. As part of development of the Community, the following additional trees shall be planted on the site:

- A. One overstory tree planted in the front yard of each unit, having at least 2-1/2" caliper at the time of planting.
- B. Forty (40) trees (deciduous and/or non deciduous) shall be planted along N. High School Road. Each deciduous tree shall be at least 2-1/2" caliper and each evergreen shall be at least 6' tall at the time of planting. These trees shall be planted as part of the landscape berm and screening area for units in the Community with a rear yard facing N. High School Road.
- C. Forty (40) trees shall be planted consisting of native hardwood saplings at least 2' to 3' in height, which shall be planted 10' on center at the edge of the Tree Preservation Area.

A landscape plan incorporating the foregoing perimeter landscaping shall be filed with the Department of Metropolitan Development ("DMD") for review and approval, with a copy thereof to be furnished a minimum of 10 days prior to submission to DMD to the Mount Auburn Neighborhood Association ("MANA") for review and comment, sent to the address and to the person designated in the registered neighborhood association records maintained at DMD.

7. An association of homeowners ("Homeowners Association") shall be formed, to which shall be vested responsibility for maintenance of common areas in the Community in order to foster a consistent level of ongoing maintenance throughout the Community

8. Each patio home shall have a one-car or two-car attached garage and hard-surface driveway.

9. Each Patio Home (including attached garage) shall have brick, masonry or stone on at least fifty percent (50%) of the front elevation, excluding doors and windows.

10. No factory-built or pre-fabricated or pre-manufactured houses shall be moved on to the Real Estate. The foregoing shall not prohibit use of pre-manufactured or pre-assembled components as part of on-site construction.

11. Standard mailboxes and street identification numbers shall be installed and provided for each Patio Home.

12. Upon development, an entry sign with related earth mounding and landscaping shall be installed at the entrance to the Real Estate from High School Road, shall include at least twenty-five percent (25%) masonry, brick or stone, and shall be illuminated by related ground lighting.

13. No street shall be connected into the Mount Auburn Subdivision to provide vehicular ingress and egress from and to the Real Estate. The foregoing prohibition shall not, however, otherwise be construed or interpreted to prevent ingress and egress from and to High School Road.

14. No lift station ("Lift Station") or pumping station of any kind shall be constructed in the Mount Auburn Subdivision to service the Real Estate and the improvements proposed to be constructed thereon. A force main may go through the Mount Auburn Subdivision within private and/or available public easements and/or existing right-of-way and any pavement, lawn or landscaping unearthed by the construction of the force main will be replaced to the same or better condition as before such construction. Any Lift Station to be constructed as a part of extending sanitary sewer service to the Real Estate shall be sized (as approved by the Town of Speedway) to accommodate additional connections to provide sanitary sewer service to homes adjacent (and/or in the immediate vicinity) of such Lift Station, subject to: (i) any sewers extended to service areas other than the Real Estate being completed without cost or expense to the Developer or Owner of the Real Estate; (ii) sewers connected to the Lift Station being limited to gravity sewers, which can be installed without surface grade elevation changes; and (iii) approval by the Town of Speedway of the proposed sewers.

15. Subject to approval of the Town of Speedway (if the Town of Speedway provides sanitary sewer service to the Real Estate): (i) if a sanitary sewer line is extended to the Real Estate, it will be sized to provide capacity to serve a maximum of thirty (30) off-site currently existing single-family and double occupancy homes which are not a part of the Community; (ii) the manhole for any sanitary sewer line extended as aforesaid will be located in the southwest corner of the Real Estate, at a location closely aligned with North High School Road; (iii) as long as sanitary sewer lines connecting to the manhole can be extended within available right-of-way of North High School Road to currently existing off-site homes entitled to connection, the owners thereof shall not be required to reimburse the developer of the Community for any part of the capital costs incurred to lay the sewer and appurtenant structures; and (iv) off-site owners entitled to and desiring sewer service shall, however, be required to pay for both any extension of the sewer line from the manhole to their individual lot or parcel and any connection or availability fees charged by the Town of Speedway for connection to the sanitary sewer system.

If the sanitary sewer line is installed through the Community to a private Lift Station which has received approval from all required governmental agencies, adjacent off-site owners who desire sanitary sewer service will be required before connecting to the Lift Station to reach an Agreement with the Homeowners Association to share in the maintenance and operating costs of the sanitary sewer line and Lift Station. The maintenance and operating costs shall be shared pro-rata based upon the total number of homes, both off-site and in the Community, served by the lift station. Adjacent off-site owners shall be responsible for both the payment of the cost of the extension of the sewer line from the manhole to their individual lot or parcel and any connection, availability or other fees required to be paid to the Town of Speedway.

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16. In an effort to preserve existing trees which would require removal, developers shall request a waiver of the requirement imposed by the Department of Public Works ("DPW"), to construct a passing blister or passing lane along the west side of North High School Road and, if such waiver is approved, shall limit all road improvements to North High School Road to the East Side of the road (the side of the community) except to the extent otherwise required by DPW. Otherwise the commitments described in the letter from DPW, dated June 28, 2005, shall be complied with in all respects, unless (and only to the extent) as modified or changed with the written approval of DPW. In addition, a northbound turn lane shall be constructed at the entrance to the Real Estate.

17. A thirty-five foot (35') half right-of-way along North High School Road shall be conveyed by the Owner as a grant to DPW within sixty (60) days following the final approval of the rezoning of the Real Estate as requested in 2005-ZON-077. The Owner shall not grant any other or additional easements in the right-of-way required to be dedicated hereby following the date of these Commitments, whether in connection with the proposed development of the Real Estate or otherwise, without the written consent of DPW.

18. The existing curve of North High School Road shall be reconstructed to create a reverse crown between the inside of the curve and the centerline. As a part of reconstruction, roadside drainage will be provided in accordance with plans approved by DPW.

19. Improvements constructed upon the Real Estate shall be serviced by public water. No individual septic systems shall be permitted. In the event any other types of on-site sewage treatment facilities are proposed by Owner for approval by DPW, a copy of plans respecting any such facilities shall be first furnished to MANA (to the person and at the address otherwise determined as provided in paragraph 6 hereof) for review and comment a minimum of ten (10) days prior to any submission to DPW for its review and approval. Wells for water service, if any, installed upon the Real Estate, shall be limited to use for landscaping purposes.

20. Following both (i) the issuance of an Improvement Location Permit for the construction of the Community as depicted by the Site Plan and, (ii) request made at any time from the date hereof, of the Indy Greenways Foundation and/or the Parks Department, City of Indianapolis, a perpetual easement, twenty-five (25) feet in total width with at least ten (10) feet of the easement dimension containing land (except for the land located north of a line indicated on the Site Plan as the "Northernmost Point of Maximum 2% Cross Slope") that has a maximum cross slope of two percent, shall be granted (without compensation and by written instrument duly recorded in the Marion County Recorder's Office) inside the existing edge of slope and otherwise on and along the northeast boundary of the Real Estate to permit the extension of a trail through the Real Estate as a part of the development of an interconnecting trail system. Upon development of the Real Estate, landscaping of the rear yards along the northeast boundary shall be sized and placed to accommodate future location of the trail upon any exercise of the easement rights granted pursuant to this paragraph 20 and shall include one 2-1/2" caliper overstory tree planted between the units and the easement for every three units along the easement.

21. Following both: (i) the issuance of an Improvement Location Permit for the construction of the Community as depicted by the Site Plan; and (ii) written request made at any time from the date hereof of the Indy Greenways Foundation and/or the Parks Department, City of Indianapolis, the "Parks Preservation" area shall be granted (without compensation and by written instrument duly recorded in the Marion County Recorder's Office) as indicated on the Site Plan at the northwest corner of the site and north of the centerline of the creek. Nothing in this commitment shall preclude the owner from installing pedestrian access, including access via a bridge, to the "Park Preservation" area. Also, real estate within the "Park Preservation" area shall be included for the purposes of calculating density or in the determination of compliance with the development standards contained within the D-P Ordinance. The Homeowners Association will maintain the common area comprising the Park Preservation Area until (and unless) the Park Preservation Area has been dedicated to the City of Indianapolis.

22. No floor drains shall be permitted in any garage or maintenance portion of the development.

23. The hard-surfaced driveway included to the one-car or two-car garage attached to each patio home shall have a minimum length of eighteen (18) feet (measured from garage door).

These COMMITMENTS shall be binding on the owners, subsequent owners of the Real Estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other person acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A" which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon:

The adoption of rezoning petition #2005-ZON-077 by the City-County Council changing the zoning classification of the Real Estate from D-3 and SU-34 zoning classification to a D - P zoning classification; and shall continue in effect for as long as the above-described Real Estate remains zoned to the D-P zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. The Mount Auburn Neighborhood Association, Inc.
3. Owners of all parcels of ground adjoining the Real Estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of

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the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);

4. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and

5. No others.

The undersigned hereby authorizes the Division of Neighborhood Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 2005-ZON-077.

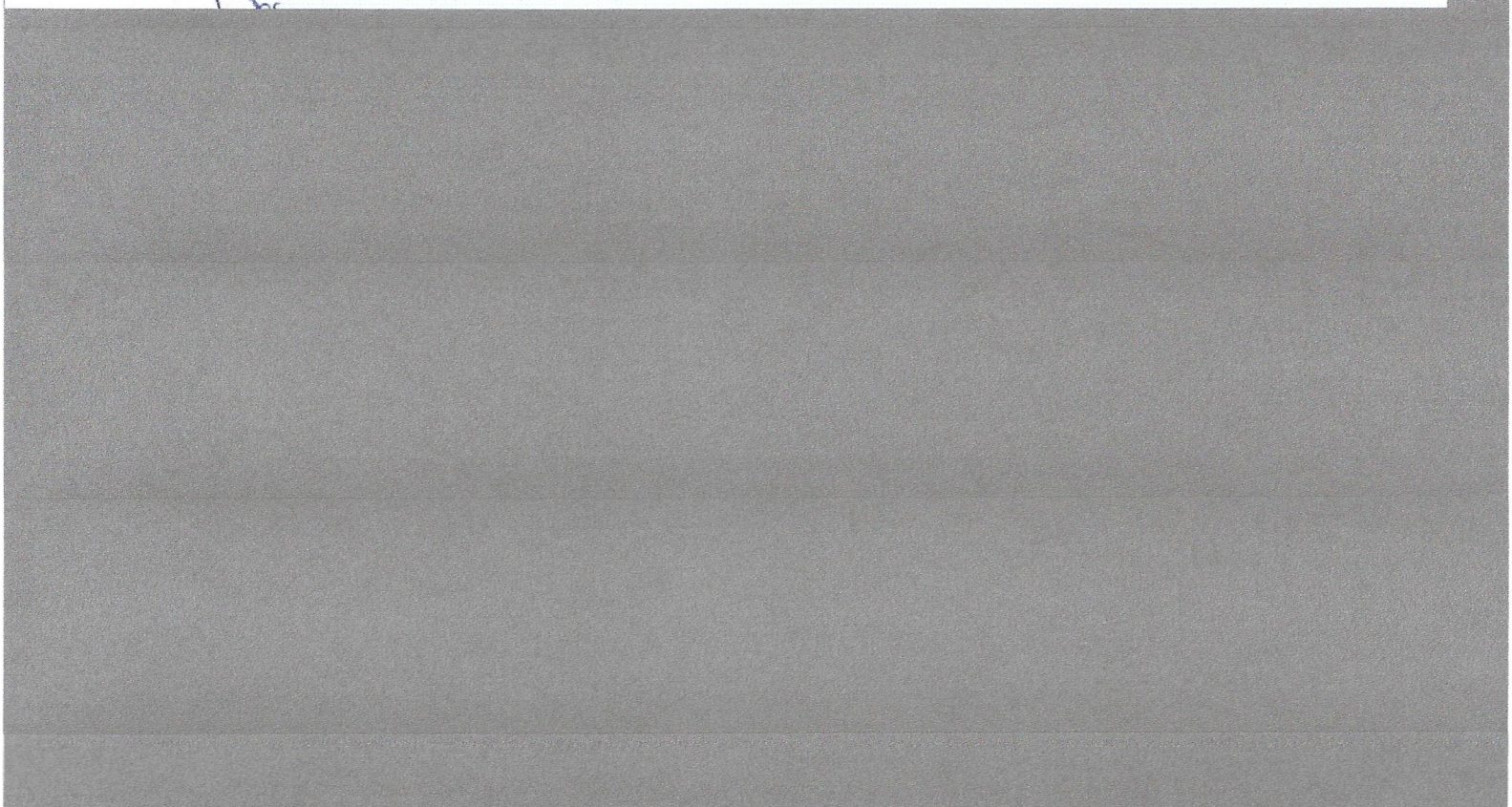
IN WITNESS WHEREOF, owners have executed this instrument this 17th day of March 2006.

WESTWOOD CLUB, LLC

By: Kenneth E. Magee
Kenneth E. Magee

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth Magee, duly authorized managing member of



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ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
 - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
 - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.
- (b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment, employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
 - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
 - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
 - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;

provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;

2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

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EXHIBIT "A"
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North Parcel Zoning Description

Part of the West of the Southwest Quarter and part of the South Half of the Northwest Quarter of Section 36, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 36, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana; thence North 00 degrees 42 minutes 50 seconds West (assumed bearing) on and along the West line of Northwest Quarter of said Section 36 a distance of 55.79 feet to the POINT OF BEGINNING of this description; thence continuing North 00 degrees 42 minutes 50 seconds West (assumed bearing) on and along the West line of Northwest Quarter 118.95 feet to the South right-of-way line of the Cincinnati, Indianapolis, and Western Railroad; thence South 75 degrees 12 minutes 33 seconds East on and along said South right-of-way line 576.48 feet to a point on the West line of a parcel of ground described in Instrument Number 65-52608 (Indianapolis Flood Control District parcel) as recorded in the Office of the Recorder of Marion County, Indiana; thence the following two (2) calls on and along said West line, (1) South 28 degrees 52 minutes 44 seconds East 541.97 feet; thence (2) South 40 degrees 41 minutes 34 seconds East 42.28 feet; thence South 58 degrees 28 minutes 09 seconds West 209.25 feet; thence North 89 degrees 57 minutes 45 seconds West parallel with the South line of the Southwest Quarter 371.22 feet; thence North 18 degrees 39 minutes 55 seconds West 260.15 feet to the Southwest corner of a parcel of ground conveyed to The City of Indianapolis (City of Indianapolis Parcel) by Warranty Deed dated January 23, 1971 recorded February 24, 1971 as Instrument Number 71-8198; thence the following three (3) calls along said City of Indianapolis Parcel, (1) North 65 degrees 02 minutes 08 seconds East 50.99 feet; thence (2) North 21 degrees 15 minutes 47 seconds West 240.00 feet; thence (3) South 50 degrees 59 minutes 51 seconds West 68.53 feet; thence North 31 degrees 10 minutes 27 seconds West 228.55 feet to the POINT OF BEGINNING, containing in all 8.2 acres more or less.

Subject to all legal easements, rights-of-way, restrictions, and covenants.

Subject to the right-of-way of High School Road

Subject to the right-of-way of the Cincinnati, Indianapolis, and Western Railroad

***Note:** This description has been prepared based upon limited field observations by Roger Ward Engineering, and the instructions of the client. In no manner does this description represent and should not be used to represent the outcome of a boundary survey per Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code. This description is for the application for re-zoning only and should not be used for the conveying of land, land planning, construction of new improvements or fences. Therefore, no liability will be assumed for any use of this data and in no event will Roger Ward Engineering, its employees, agents, and/or assigns be liable for any damages arising out of the furnishing and/or use of this description.

EXHIBIT "A"

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LAND DESCRIPTION (South Parcel)

Lot number 53 in Mount Auburn Subdivision the plat of which is recorded in Plat Book 19, page 47 in the records of the Recorder of Marion County, IN, also a part of the west half of the southwest quarter of Section 36, Township 16 North, Range 2 East located in Wayne Township, Marion County, IN being bounded as follows:

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Commencing at a point on the north line of the southwest quarter of Section 36, Township 16 North, Range 2 East, said point being South 89 degrees 55 minutes 17 seconds East (32.7 feet deeded) 32.28 feet measured from a stone with a cut "X" found at the northwest corner of said southwest quarter, said point also being the northwest corner of 27.71 acre parcel of land recorded in Deed Record 1663, Page 214 in said records, the next three courses are along the west line of said 27.71 acre parcel of land; thence (1.) South 30 degrees 15 minutes 16 seconds East (265 feet deeded) 265.60 feet measured; thence (2.) South 19 degrees 45 minutes 15 seconds East 300.00 feet to the southwest corner of a 10.0 acre parcel of land recorded in Deed Record 1615, Page 569; thence (3.) continuing South 19 degrees 45 minutes 15 seconds East 81.19 feet to the Point of Beginning of this description; thence South 89 degrees 57 minutes 46 seconds East 371.22 feet parallel with the south line of said southwest quarter; thence North 58 degrees 28 minutes 09 seconds East 143.41 feet to a point on the south line of a 10.0 acre parcel described in Instrument Number 2001-141592 in the Office of the Recorder of Marion County; thence the following three calls along said south line; (1) South 23 degrees 10 minutes 54 seconds West 36.56 feet; thence (2) South 05 degrees 31 minutes 54 seconds West 100.00 feet; thence (3) South 88 degrees 08 minutes 52 seconds East 230.00 to a point the southwesterly line of a 8.25 acre parcel of land recorded in Instr. #65-52608 in said records thence South 40 degrees 41 minutes 34 seconds East 491.80 feet along the southwesterly line of said 8.25 acre parcel of land to the east line of the west half of said southwest quarter as monumented by concrete flood control monuments, said point being South 00 degrees 41 minutes 05 seconds West 830.00 feet from a concrete flood control monument found at the intersection of the east line of the west half of said southwest quarter and the South Right-of-Way Line of the Baltimore & Ohio Railroad (40 foot half R/W), said point also being on the East line of said 27.71 acre parcel of land, the next three courses are along the bounds of said 27.71 acre parcel of land; thence (1.) South 00 degrees 41 minutes 05 seconds West 553.87 feet along the east line of the west half of said southwest quarter as monumented by concrete flood control monuments, said point being North 00 degrees 41 minutes 05 seconds East 29.40 feet from a concrete flood control monument; thence (2.) North 89 degrees 57 minutes 46 seconds West 429.00 feet parallel with the south line of said southwest quarter; thence (3.) North 00 degrees 41 minutes 05 seconds East 642.00 feet parallel with the east line of the west half of said southwest quarter as monumented by concrete flood control monuments to the southeast corner of lot number 53 in Mount Auburn Subdivision the plat of which is recorded in Plat book 19, Page 47 in said records; thence North 89 degrees 57 minutes 46 seconds West (506.28 feet platted) 507.62 feet measured along the south line of said lot number 53 and parallel with the south line of said southwest quarter to the southwest corner of said lot number 53; thence North 11 degrees 29 minutes 37 seconds East (152.88 feet platted) 153.04 feet measured along the west line of said lot number 53 and along the Easterly Right-Of-Way Line of High School Road as per the plat of said Mount Auburn Subdivision to it's north line said point being on the bounds of said 27.71 acre parcel of land; thence North 89 degrees 57 minutes 46 seconds West (43.75 feet platted) 43.87 feet measured along the bounds of said 27.71 acre parcel of land and parallel with the south line of said southwest quarter and along the north line of Mount Auburn Subdivision to a point, said point being South 89 degrees 57 minutes 46 seconds East 29.70 feet (deeded and measured) and North 11 degrees 29 minutes 37 seconds East (1914 deeded) 1916.61 feet measured from a P.K.Nail found at the southwest corner of said southwest quarter; thence North 19 degrees 45 minutes 16 seconds West 212.57 feet along the bounds of said 27.71 acre parcel of land to the Point of Beginning, containing 11.92 acres more or less and being subject to all applicable easements and Right's-Of-Way of record.