

THE AMENDED BRITTON FALLS PUD ORDINANCE
ORDINANCE # 021907B
AN ORDINANCE AMENDING THE UDO

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This PUD District Ordinance (the "Amended Britton Falls PUD") is an ordinance amending the Unified Development Ordinance of the Town of Fishers, Indiana (the "Town"), Ordinance No. 020605A as amended (the "UDO") and the Official Zone Map (the "Official Zone Map"), which is a part of the UDO .

Recitals

WHEREAS, under Docket #2-R-07, the Town's Plan Commission (the "Plan Commission") conducted a public hearing, as required by law, with respect to the application (the "Application") for the real estate legally described in what is attached hereto and incorporated herein by reference as Exhibit A (the "Real Estate"); and

WHEREAS, the Plan Commission has sent to Town's Town Council (the "Council") its favorable recommendation adopted on the 13th day of March, 2007 by a vote of eight (8) in favor, none opposed, and none abstained.

NOW, therefore, the Council hereby adopts and enacts this Amended Britton Falls PUD.

Section 1. Title. This Ordinance shall be formally known as the Amended Britton Falls PUD.

Section 2. Purpose. The purpose of this Amended Britton Falls PUD is (i) to designate the Real Estate as a Planned Unit Development Zoning District, (ii) to specify uses permitted in this Amended Britton Falls PUD, (iii) to specify development requirements in this Amended Britton Falls PUD, and (iv) to meet the requirements of Indiana Code 36-7-4-1500 et seq.

Section 3. Application. The use and development of the Real Estate shall be governed by this Amended Britton Falls PUD, and anything not addressed or not covered by this Amended Britton Falls PUD shall be governed by the UDO, as amended. The UDO, as modified, revised, and/or made inapplicable by this Amended Britton Falls PUD shall govern the use and development of the Real Estate.

Section 4. Zoning District Designation, Original PUD and Commitments, Default UDO Standards, Permitted Uses, and Authorization to Subdivide.

4.01. Zoning District Designation. The Zoning Map is hereby changed to designate the Real Estate as a Planned Unit Development Zoning District, Planned Unit Development - Mixed (PUD M).

4.02. Original PUD and Commitments. The Original Britton Falls PUD, to which this Amended Britton Falls PUD is an amendment, was enacted on March 20, 2006, as Ordinance No. 022105A (the "Original Britton Falls PUD"). In connection with the Original Britton Falls PUD, commitments were extended and recorded with the Recorder of Hamilton County, Indiana, as Instrument No. 200600054008 (the "Original Commitments"). This Amended Britton Falls PUD replaces and supersedes the Original Britton Falls PUD, in its entirety, and the

commitments attached hereto and incorporated herein by reference as Exhibit H (the "Amended Commitments"), replace and supersede the Original Commitments and, as such, the Original Commitments are no longer of any force or effect.

4.03. Establishment of Amended Britton Falls PUD Areas. A District Map (Exhibit B) allocates the Real Estate into Area 1-A ("Area 1-A"), Area 1-B ("Area 1-B"), Area 1C ("Area 1C"), Area 2-A ("Area 2-A"), Area 2-B ("Area 2-B"), Area 2-C ("Area 2-C"), Area 3 ("Area 3"), Area 4-A ("Area 4-A"), Area 4-B ("Area 4-B"), and Area 5-A ("Area 5-A"), Area 5-B ("Area 5-B"), and Area 5-C ("Area 5-C"). The foregoing Areas shall collectively be referred to as the "Areas". Any reference to Area 2 shall include Area 2-A, Area 2-B, and Area 2-C, any reference to Area 4 shall include Area 4-A and Area 4-B, and any reference to Area 5 shall include Area 5-A, Area 5-B, and Area 5-C. In the Developer's discretion, when detailed development plan approval is requested, the size of Area 2-A may be increased or reduced by up to ten percent (10%), the size of Area 2-B may be increased or reduced by up to ten percent (10%), and the size of area 2-C may be increased or decreased by up to ten percent (10%); provided, however, that the maximum number of dwelling units in Area 2 may not exceed one thousand seventy (1,070) Dwelling Units.

4.04. Assignment of Zoning Districts. The following Zoning Districts from Article 2 of The UDO are hereby assigned to each Area as follows:

AREA	THE UDO ZONING DISTRICT
1-A	R2 Residential District
1-B	R2 Residential District
1-C	R2 Residential District
2-A	R2 Residential District
2-B	R2 Residential District
2-C	R2 Residential District
3	C1 Commercial District
4-A	R2 Residential District
4-B	R2 Residential District
5	C2 Neighborhood Business District

4.05. Development Standards. The development standards applicable to each of the Areas shall be the Development Standards in Article 5 of the UDO applicable to the underlying Zoning Districts assigned to each of the Areas in 4.04 above, as modified, revised, or expressly made inapplicable by this Amended Britton Falls PUD.

4.06. Design Standards. The design standards applicable to each of the Areas shall be the Design Standards in Article 7 of the UDO applicable to the PD (Planned Unit Development) as modified, revised, or expressly made inapplicable by this Amended Britton Falls PUD.

4.07. Authorization to Subdivide. The subdivision of any and all of the Area(s) is permitted.

4.08. Permitted Uses. The following uses are permitted in the Areas:

1. All uses scheduled as permitted uses within the R2 Residential District of the UDO shall be permitted uses within Areas 1-A, 1-B, 2-A, 2-B, 2-C, 4-A and 4-B. Further, a clubhouse not to exceed twenty-five-thousand (25,000) square feet in size shall be permitted in Area 2 as an accessory use.
2. All uses scheduled as permitted uses within the R2 Residential District, including, without limitation, a parish and Diocesan schools which shall include, without limitation (i) places for worship (Church and chapels), parish offices, gathering spaces (fellowship hall, etc.), a rectory, and maintenance building(s); (ii) a parish pre-school, elementary school, and middle school with an estimated capacity of 500 to 600 students; (iii) a high school with an estimated capacity of 800 students; (iv) lighted athletic facilities, including a football/track and field stadium, a soccer stadium, baseball field, softball field, and a tennis facility; (v) other practice fields and a cross country course; (vi) and accessory buildings including restrooms, concession areas, ticket booths, locker facilities shall be permitted in Area 1-C.
3. All uses permitted as uses within the C1 Commercial District of the UDO shall be permitted uses within Area 3.
4. All office uses scheduled as permitted uses within the C1 Commercial District of the UDO, and all uses scheduled as permitted uses within the C2 Neighborhood Business District of the UDO, including, without limitation, all restaurant uses and retail uses defined and enumerated in Article 2 of the UDO, shall be permitted uses within Area 5; provided, however, that the following uses, as defined in Article 2 of the UDO are prohibited:
 - a. *Restaurant, Fast Food;*
 - b. *Retail, High Intensity;* provided, however, that on the southeast corner of Area 5-B, one (1) single user, not to exceed seventy-five thousand (75,000) square feet, along with a gas station with a kiosk, shall be permitted. Such kiosk shall provide payment services for the payment of gasoline and petroleum products, and shall not also sell other retail goods, such as tobacco products, snacks, and beverages.

- c. *Retail, Special Handling; and*
- d. *Retail, Very High Intensity.*

4.09. Bulk Standards. Article 2 of the UDO specifies Bulk Standards applicable to each of the underlying Zoning Districts of the UDO, which are assigned to the Areas in 4.03 above. The Bulk Standards Charts (Exhibit C) are charts which specify (i) in one column the bulk standards from Article 2 of the UDO, for comparison purposes only, and (ii) in the other column the alternative Bulk Standards of this Amended Britton Falls PUD which are actually applicable to each of the Areas. Further, the following additional bulk standards shall apply:

1. The minimum separation between Dwellings in Area 1 and Area 4 shall be twelve (12) feet, the minimum separation between Dwellings in Area 2 shall be ten (10) feet. Brick ledges, cantilevered chimneys, window wells, bay windows, decks, and screened-in porches shall be permitted to encroach into side setbacks, rear setbacks, and minimum separation between Dwellings; provided, however, that any such encroachments by decks and screened-in porches shall not exceed five (5) feet into the rear yard and (ii) three (3) feet into the side yard and the minimum separation between buildings.

Section 5. Open Space. Unless modified otherwise specified in the Bulk Standards Charts (Exhibit C) or elsewhere in the Amended Britton Falls PUD, (Bulk Standards Charts), the minimum required Open Space shall be as specified in Article 7 of the UDO.

Section 6. Alternate Development Standards. Except as specified below, the Development Standards set forth in Article 5 of the UDO shall apply in Area 1A, Area 1-B, Area 1-C, Area 2-A, Area 2-B, Area 2-C, Area 3, Area 4-A, and Area 4-B of this Amended Britton Falls PUD.

6.01. Architectural Design Standards; Single-family Residential. Except as specified below, the applicable Architectural Design Standards in Section 5.012 of the UDO shall apply in this Amended Britton Falls PUD:

1. Section 5.012(A)(1), entitled "Masonry" is hereby replaced and superseded, in its entirety, by the following:
 - a. Each Dwelling in Area 1 must both (i) have a minimum of fifty percent (50%) masonry on the front elevation, excluding doors, garage doors, windows, architectural features, cantilevered areas, bay windows, and any area that does not have a supporting foundation for the brick load including, without limitation, the small area above the garage door on some models, and any areas on the façade that are above roofing materials and would thus require brick to be laid above the roof, and (ii) have a total of six (6) points from the list of "Architectural Features" delineated in Paragraph 3 immediately below in this Section 6.01.

- b. Each Dwelling in Area 2 must either have (i) both a minimum of fifty percent (50%) masonry on the front elevation, excluding doors, garage doors, windows, architectural features, cantilevered areas, bay windows, and any area that does not have a supporting foundation for the brick load including, without limitation, the small area above the garage door on some models, and any areas on the façade that are above roofing materials and would thus require brick to be laid above the roof, and a total of four (4) points from the list of "Architectural Features" outlined in Paragraph 3 of this Section 6.01, or (ii) a total of six (6) points from the list of "Architectural Features" outlined in Paragraph 3 of this Section 6.01.
 - c. Each Dwelling in Area 4 must either have (i) both a minimum of fifty percent (50%) masonry on the front elevation, excluding doors, garage doors, windows, architectural features, cantilevered areas, bay windows, and any area that does not have a supporting foundation for the brick load including, without limitation, the small area above the garage door on some models, and any areas on the façade that are above roofing materials and would thus require brick to be laid above the roof, and a total of six (6) points from the list of "Architectural Features" outlined in Paragraph 3 of this Section 6.01, or (ii) a total of eight (8) points from the list of "Architectural Features" outlined in Paragraph 3 of this Section 6.01.
 - d. For Area 1 and Area 4, the exterior chase of fireplaces shall be brick or other masonry material, except for direct-vent and interior fireplaces.
2. Section 5.012(A)(2) of the UDO, entitled "Exterior Material," is hereby revised as follows:
- a. Vinyl lap siding shall have a maximum ten (10) inch exposed board face, or a maximum double five (5) inch reveal; and
 - b. Fiber cement siding shall have a maximum eight and one-quarter (8.25) inch exposed board face or a maximum double seven and one-quarter (7.25) inch reveal.
3. Section 5.012(A)(3) of the UDO, entitled "Architectural Features," is hereby replaced and superseded by the following:

- a. Architectural Features: All Dwellings shall have a total of four (4) or more points from the following list. All features are worth one point unless otherwise noted:
1. Front porch equal to or greater than eight (8) feet in width and four (4) feet in depth: (2 points);
 2. Veranda/balcony;
 3. Reverse Gable;
 4. Turret on Dwelling: (2 points);
 5. Two or more roof planes visible from the front of the Dwelling: (2 points);
 6. Decorative garage doors or windows in garage doors;
 7. A separate overhead door per car for each garage bay;
 8. No front loading garages: (2 points);
 9. Masonry accent areas on one hundred percent of the front elevation, excluding openings and areas which will not support brick;
 10. At least four feet of relief at one or more points along the front elevation;
 11. Full first floor Masonry on the front elevation, excluding doors, garage doors, windows, architectural features, cantilevered areas, bay windows, and any area that does not have a supporting foundation for the brick load including, without limitation, the small area above the garage door on some models, and any areas on the façade that are above roofing materials and would thus require brick to be laid above the roof;
 12. Sunroom, screened porch, or breakfast nook;
 13. Transom windows;
 14. Bay window;
 15. Two or more dormers;
 16. Cement or fiber board siding in all areas not covered by Masonry, excluding doors, garage doors, windows, architectural features, cantilevered areas, bay windows, and any area that does not have a supporting foundation for the brick load including, without limitation, the small area above the garage door on some models, and any areas on the façade that are above roofing materials and would thus require brick to be laid above the roof;
 17. Hip roof;
 18. More than two Masonry materials on the front elevation;
 19. Brick detailing, either multiple quoins or other features such as arches, keystones;
 20. Architectural treatments on gable ends;
 21. Covered stoop/steps with a connection pathway from sidewalk;
 22. Architecturally treated entrances for Dwellings without a front porch;

23. At least two (2) feet of relief at two (2) or more points along the front elevation;
 24. Architecturally enhanced /articulated trim moldings such as fipons above windows;
 25. Decorative shutters on front of Dwelling;
 26. Decorative front door or side lights; and
 27. Decorative columns composed of wood, plastic, or fiberglass.
4. Section 5.012(A)(4) of the UDO, entitled "Dimensions," is hereby replaced and superseded by the requirement that the width of a front loaded garage shall not exceed more than 50% of the width of the front elevation; provided, however, that with respect to Dwellings in Area 2C, there shall be no restriction on the maximum width of garage.
 5. Section 5.012(C)(2) of the UDO entitled "Materials," is hereby supplemented to also permit (i) three tab asphalt or fiberglass shingles with a twenty-five (25)-year life and (ii) dimensional shingles with a thirty (30) year life, Section 5.012(C)(3), pertaining to overhangs, shall be inapplicable to the use and development of the Real Estate, and Sections 5.012(E) and 5.012(F) of the UDO, pertaining to projections from the façade plane and windows, respectively, shall be inapplicable to the use and development of the Real Estate.
 6. Section 5.012(D) of the UDO, entitled "Automobile Storage" is hereby revised as follows:
 - a. The third bay of a three car garage shall be recessed two feet from the other bays and shall have a separate garage door. There is no recess requirement for side-load or courtyard-loaded garages; however, the third bay on three-car garages for side-loaded or courtyard garages shall have a separate garage door.
 - b. The minimum garage depth. The UDO is hereby changed to twenty (20) feet;
 - c. The maximum garage width is hereby revised to be the maximum of fifty-percent (50%) of the width of the front elevation of the Dwelling, provided, however, that with respect to Dwellings in Area 2C, there shall be no restriction on the maximum width of the garage.
 - d. Section 5.012(D)(4) of the UDO entitled "Garage-forward Design", is hereby replaced and superseded by the requirement that: (i) front-loaded garages protruding between 8 and 14 feet forward of the dwelling area shall have at least one window installed in the garage wall that is perpendicular to the front façade of the dwelling, (ii) front-loaded garages protruding greater than 14 feet forward of the

dwelling area shall have at least two windows installed in the garage wall that is perpendicular to the front façade of the dwelling, and (iii) all side-loaded garages shall have a window that faces the street.

- e. Section 5.012(D)(5) of the UDO, entitled "Carport," is hereby revised to prohibit carports.
 7. Section 5.012(G) of the UDO is hereby revised (i) to delete and eliminate Section 5.012(G)(3), entitled "Largest Model," and with respect to Section 5.012(G)(4), entitled "Basement", to require partial basements in homes in Area 1-A, Area 1-B, and Area 4, and (ii) to require a partial basement in only one of the model homes in Area 2.
- 6.02. **Entrances and Driveway Standards.** Except as noted below, all applicable Entrance and Driveway standards set forth in Article 5 of the UDO shall apply in this Amended Britton Falls PUD:
1. Section 5.023(D)(2) prohibiting an entrance or driveway from being installed within fifty (50) feet of the right of way line, is hereby deleted and made inapplicable to this Amended Britton Falls PUD.
 2. Section 5.023(E) is hereby revised to allow a maximum pavement width in Area 1-C to be 48 feet.
 3. The location of access points for entrances to Area 1-A and Area 1-B shall be determined during the development plan approval process.
- 6.03. **Environmental Standards.** Except as noted below, all of the Environmental Standards in Section 5.028 of the UDO shall apply in this Amended Britton Falls PUD:
1. Subsection 5.028(E), entitled "Retention, Detention and Pond Edges," is inapplicable to this Amended Britton Falls PUD.
 2. Subsection 5.028(I), entitled, "Tree Preservation," is inapplicable to this Amended Britton Falls PUD; and
 3. Subsection 5.208(J), entitled "Greenway Corridor," is inapplicable to this Amended Britton Falls PUD.
- 6.04. **Floor Area Standards.** None of the Floor Area Standards set forth in Section 5.035 of the UDO shall apply to the use and development of the Real Estate.
1. Minimum square footage applicable to Dwellings are specified in the Bulk Standards Charts (Exhibit C); and

2. Throughout this Amended Britton Falls PUD there shall be no average floor area requirements.
3. In Area 1-C, there shall be no maximum floor area, and there shall be no minimum floor area.

6.05. Landscaping Standards. Except as noted below, all of the applicable Landscaping Standards specified in Article 5 of the UDO shall apply in this Amended Britton Falls PUD:

1. All landscape easements shall count toward open space and any landscape easements that are greater than or equal to thirty (30) feet in width may overlap to a maximum of ten (10) feet with any other type of easement.
2. Section 5.038 of the UDO is hereby revised, with respect to Area 1-C, to allow the phasing of the implementation of any landscape plans in the manner specified in any subsequent Detailed Development Plan or Final Development Plan, and agreed to by the Director of Development or by the Plan Commission.
3. The number of shrubs to be planted shall be ten (10) per one hundred (100) lineal feet and (ii) trees and shrubs may be clustered together.
4. Continuous mounds are permissible, and the maximum slope of any mound shall be 3:1.
5. All of the requirements in Section 5.044 of the UDO, entitled "Landscape Standards; Buffer Yards," shall apply to this Amended Britton Falls PUD; provided, however, that there shall be no buffer yard required in any Area where Area 1, Area 2, or Area 4 abut a parcel of real estate which is on the perimeter of the Real Estate and which is zoned C1 or a zoning district of lesser intensity than C1. Provided, further, that (i) the small-sized Buffer Yard described in Section 5.044(E) of the UDO shall be required only along the perimeter boundaries of Area 1-C which are not colored in red on the Church Buffer Drawing (Exhibit G) and along which the UDO requires a small buffer yard and, (ii) along the boundary of Area 1-C colored in red on the Church Buffer Drawing (Exhibit G), the buffer yard specified in the Amended Commitments shall be installed in lieu of said small-sized buffer yard.

6.06. Lighting Standards. Except as noted below, all of the applicable Lighting Standards in Article 5 of the UDO shall apply to this Amended Britton Falls PUD:

1. In lieu of dusk-to-dawn yard light, each garage is permitted to have two (2) dusk-to-dawn lights. Dusk-to-dawn lights on front-loaded garages

shall be located on the front of the garage, and dusk-to-dawn lights on side-loaded garages shall be attached to the side of the garage. In Area 1 and Area 4, dusk-to-dawn lights are required on each side of the front door of each Dwelling. .

2. Street lighting shall be installed not only at the corners of internal streets, but also either mid-block or every 15th Dwelling, whichever is less.
 3. With respect to Area 1-C, sports field lighting shall not exceed 100 feet in height, and shall be shut off by 11:00 p.m. on any given night except (i) on nights when competition goes into overtime, in which case they shall be turned off within 45 minutes after the conclusion of the event and, in addition, (ii) for up to an additional 14 nights per calendar year, in which case they shall be turned off within 45 minutes after the conclusion of the event. The intensity of such sport field lighting shall be allowed up to the point of but shall not exceed a horizontal spill reading of 0.5 foot candles at any property line abutting a residential use. To measure light intensity, the light meter shall be layed on its back, so that the light reader faces upward toward the sky.
 4. In Area 1-C, all lighting fixtures, other than sports lighting fixtures, shall not exceed 25 feet in height and shall have an opaque cap at the top of the fixture. Further, the intensity of any such lighting shall be allowed up to the point of but shall not exceed a horizontal spill reading of 0.5 foot candles at any property line abutting a residential use. To measure light intensity, the light meter shall be layed on its back, so that the light reader faces upward toward the sky.
- 6.07. **Lot Standards.** Except as noted below, all of the applicable Lot Standards in Article 5 of the UDO shall apply to this Amended Britton Falls PUD:
1. Section 5.053(C)(2) of the UDO, entitled "Minimum Corner Lot Width," is hereby modified to provide that the minimum lot width for corner lots shall be either at least the lesser of (i) 1.2 times the minimum lot width for the zoning district or (ii) fifteen (15) feet greater than the minimum lot width for the zoning district.
 2. Section 5.056(A) of the UDO, applicable to double frontage lots shall not be applicable to the use and development of the Real Estate.
 3. The Developer shall install a hard surface trail connecting the clubhouse, located in Section 2, to the exterior walking path that runs north and south along Cyntheanne Road.

4. Within Area 1-B, and in compliance with the Trail Plan (Exhibit F), the Developer shall install a hard surface walking trail, at least six (6) feet in width, across Thorpe Creek and connecting to Cyntheanne Road.

6.08. Parking Standards. With the exception of (i) Section 5.063(L)(1), which shall not apply to this Amended Britton Falls PUD, and (ii) what is set forth below, all of the applicable Parking Standards in Article 5 of the UDO shall apply to this Amended Britton Falls PUD.

1. The phasing of the installation of curbs within parking lots shall be as specified in any subsequent Detailed Development Plan or Final Development Plan in order to accommodate situations where an installed curb would later have to be removed in order to complete the parking lot.
2. In determining the amount of required parking spaces, the Director of Development and/or the Plan Commission shall take into account any activities or uses which do not occur simultaneously, and shall permit the number of parking spaces to be reduced accordingly, so that there is not excessive parking.

6.09. Pedestrian Accessibility Standards. Except as noted below, all of the applicable Pedestrian Accessibility Standards in Article 5 of the UDO shall apply in this Amended Britton Falls PUD:

1. No sidewalks shall be required along the internal boulevard entrances off of Cyntheanne Road into Area 2; provided, however, that within the median of such boulevard, the Developer shall install an eight (8) foot wide hard surface path. This eight (8) foot wide hard surface path will connect to both the external perimeter path and the interior sidewalk system, with brick paver walks across said internal boulevard transitioning to a walking trail connecting to the external perimeter path. Such walking trail shall be composed of mulch, hard surface, or other surface compliant with the Americans with Disabilities Act.
2. The Developer shall install a trail that shall be six (6) feet in width and composed of asphalt, and located where indicated on the Trail Plan (Exhibit F). Also, within Area 2, sidewalks shall be required on one (1) side of the street only, in the areas identified on the Trail Plan (Exhibit F) on the loop road which extends eastward through Area 2, from Cyntheanne Road to Atlantic Road.
3. The Developer shall install a hard surface trail connecting the clubhouse, located in Section 2, to the exterior walking path that will run north and south along Cyntheanne road.

4. Upon request of the Town, the Developer shall dedicate a strip of land along Thorpe Creek not exceeding thirty (30) feet in width for the use as a greenway trail of the Town.

6.10. Public Improvement Standards. All of the applicable Public Improvement Standards in Article 5 of the UDO shall apply to this Amended Britton Falls PUD with the exception Section 5.081(A), which shall not apply to the use and development of the Real Estate and which shall be replaced and superseded by the following:

1. Developments are permitted only if the public streets, drainage facilities, and utilities located within the development are adequate to serve the proposed development.
 - A. The Director of Development and/or Town Engineer shall make a determination as to needed street and drainage improvements within the development based upon the requirements of the UDO.
 - B. The Director of Development and/or Town Engineer shall make a determination as to needed utility improvements within the development based upon the requirements of the UDO.

6.11. Setback Standards. With the exception of Section 5.082(I) of the UDO, entitled "Top of Bank Setback" which shall not apply to the use and development of the Real Estate, all of the applicable Setback Standards in Section 5.082 of the UDO shall apply to this Amended Britton Falls PUD.

6.12. Sign Standards. All of the sign standards in the UDO, as amended, revised, modified, and supplemented below, shall apply in this Amended Britton Falls PUD:

1. Permanent Subdivision Identification Signs shall be permitted in a location at the entryways for Area 1-A, 1-B, Area 2, Area 3, and Area 4 as follows:
 - a. A total of four (4) such signs, each of which may be up to thirty-two (32) square feet in size, shall be permitted for Area 1;
 - b. A total of four (4) such signs shall be permitted for Area 2. Two (2) of these signs shall be off of Cyntheanne Road, shall not exceed ninety-six (96) square feet each, and shall be set back at least one-hundred (100) feet from Cyntheanne Road. Two (2) of these signs shall be off of Atlantic Avenue, shall not exceed sixty-four (64) square feet each, and shall be set back at least twenty-five (25) feet from Atlantic Road.

- c. A total of six (6) such signs, each of which may be up to thirty-two (32) square feet in size, shall be permitted for Area 4;
2. In Area 1-A, 1-B, Area 2, and Area 4, monument column signs identifying each distinct neighborhood shall be permitted. Up to fifteen (15) such signs shall be permitted. The total sign area of such signs shall not exceed 4.5 feet, and the structural column framing such signs shall not exceed six (6) feet in height.
3. The number, size and location of such signage in Area 3 and Area 5 shall be governed by the UDO; provided, however, that:
 - a. All signage illumination within Area 3 and Area 5 shall be either internally illuminated with reverse channel lighting or externally illuminated with wall-mounted gooseneck luminaries;
 - b. Any wall signage within Area 3 and Area 5 shall be a maximum one (1) square foot of wall signage for each lineal foot of the front elevation of the particular user, and no particular user's wall sign may exceed three-hundred (300) square feet;
 - c. The ground floor of each user shall be entitled to one (1) blade sign beneath the any canopy or awning; and
 - d. A total of three (3) pylon two-sided signs, none of which may exceed twenty (20) feet in height and two hundred (200) square feet in size on each side, may be installed by the Developer at locations chosen by the Developer in Area 5-A and/or Area 5-B. One (1) of the pylon signs will be located in Area 5A, and two (2) of the Pylon signs will be located in area 5B; provided, however, that absent a variance from the Town's Board of Zoning Appeals, the three (3) pylon signs made the subject of this Section 5.12(3)(d) shall not be allowed until such time as the commencement of construction of an interchange at the intersection of Cyntheanne Road and Interstate 69.
4. In Area 2, banner signs identifying the community name, amenities, logos, and life style themes shall be allowed off of light poles.
5. In Area 1, Area 2, and Area 4, off-site weekend directional signage, not located upon the Real Estate shall be permitted for up to 6 signs for Area 1A, 6 signs for Area 1B, 6 signs for Area 2A, 6 signs for Area 2B, 6 signs for Area 2C, 6 signs for Area 4A and 6 signs for Area 4B.

6. In Area 1-A, 1-B, Area 2, and Area 4, the following shall apply to Temporary Subdivision Signs:
 - a. Temporary subdivision signs, up to ninety-six (96) square feet in size, are permitted.
 - b. One such temporary subdivision sign shall be allowed off of 136th Street, two (2) such temporary subdivision signs shall be allowed off of Cyntheanne Road, two (2) such temporary subdivision signs shall be allowed off of 126th Street, and two (2) such temporary signs shall be allowed off of Atlantic Road.
 - c. The temporary subdivision sign corresponding to each of the Areas must be removed when the Certificate of Occupancy is issued for the last home to be constructed in that Area.
8. In Area 1-A, 1-B, Area 2, and Area 4, each model home shall be allowed one (1) sign per model, indicating the corresponding name and square footage of the Dwelling. The maximum size of a model sign is 32 square feet.
9. In Area 1-A, 1-B, Area 2, Area 4, signage which is located on canopies and which does not exceed forty (40) square feet is allowed for each of the Areas, and shall be permitted to state the name of the particular Area/community and the Developer name and logo.
10. In Area 1-A, 1-B, Area 2, Area 4, on site directional signs are permitted, so long as such signs do not exceed sixteen (16) square feet each. The location of such signs will be approved during the development plan approval process.
11. One (1) identification ground sign shall be permitted for each amenity area within Area 1-A, 1-B, Area 2, and Area 4; provided, however, that such signs shall not have a sign area in excess of thirty-two (32) square feet.
12. Real estate signs shall be permitted as follows:
 - a. On-premise real estate signs advertising the sale, rental or lease of property shall be permitted without a sign permit as follows:
 - (1) Shall not exceed eight square feet in size.
 - (2) Shall not be located in the right-of-way.
 - (3) Shall not exceed four feet in height.

(4) Shall be removed within 14 days of the sale, lease or rental of the property.

(5) Shall be located on the property which is to be sold, leased or rented.

(6) Shall only be located on the yards with road frontage.

(7) Shall not be placed so as to interfere with the corner vision clearance.

b. Off-premise real estate signs such as open house signs shall be permitted without a sign permit as follows:

(1) Shall not exceed eight square feet in size.

(2) Shall not exceed four feet in height.

(3) Shall only be displayed on Saturday and Sunday.

(4) Shall be located at the entrance of the subdivision where the open house is taking place, not less than 10 feet from the street pavement.

(5) A maximum of three open house signs may be displayed for each open house within a subdivision. One sign may be placed at the subdivisions entrance, one sign may be placed within the subdivision for directional purposes and one sign may be placed on the subject property.

(6) Shall not be placed so as to interfere with the corner vision clearance.

13. For all monument signs, other than the monument column signs permitted under 6.12(2) above landscaping shall be provided around the ground sign equal to the square footage of one sign face. The landscaping shall be at least 80% evergreen. Landscaping plans shall be included with the permit application.

6.13 Primary/Accessory Structures. All of Article 5 of the UDO including, without limitation, Section 5.098 of the UDO, is hereby revised to provide that there is no limit on the number of primary structures or accessory structures in Area 1-C. Additionally, all of Article 5 of the UDO including, without limitation, Section 5.105 of the UDO, is hereby revised so that there is no limit on the combined gross floor area of all accessory structures with Area 1-C.

6.14. Temporary Use/Structural Standards. Except as noted below, all of the applicable Temporary Use/Structural standards in Article 5 of the UDO shall apply to the use and development of the Real Estate:

1. Section 5.100(G) of the UDO is hereby replaced and superseded with the provision that, with respect to each Area, a construction trailer and/or sales trailer shall be permitted until such time as the Certificate of Occupancy is issued with respect to the last home to be developed in such Area.
2. Section 5.101(C)(1)(c) of the UDO, pertaining to construction trailers is hereby replaced and superseded with the statement, "once the temporary use permit for the construction trailer has been issued, the construction trailer may remain for up to three (3) weeks prior to the start of site improvements, and shall be removed when the last Certificate of Occupancy has been issued for the applicable Area."
3. Section 5.101(D) of the UDO pertaining to single-family model homes is hereby supplemented to provide as follows:
 - a. All of the model homes within Area 2 shall be located within one (1) model home area and, regardless whether such model home area is located in Area 2-A, Area 2-B, and/or Area 2-C, such model homes may be (i) Dwellings permitted in Area 2-A, (ii) Dwellings permitted in Area 2-B, and/or (iii) Dwellings permitted in Area 2-C, or (iv) any combination of the above. All model homes shall be permitted Dwellings in the Area in which they are located, even if they do not comply with the standards applicable to such Area and, therefore, by way of example, a model home illustrating an Area 2-C Dwelling shall be a permitted Dwelling in Area 2-A or Area 2-B and shall be allowed on an Area 2-C lot complying with the Area 2-C development standards.
 - b. Section 5.101(D)(4) entitled "Street Requirements" is hereby revised to provide that, prior to being occupied, all model homes shall have frontage on an asphalt street with curbs in front of the model homes.
 - c. Section 5.101(D)(5) entitled "Fire Hydrant Proximity" is hereby revised to provide that, prior to occupancy, all model homes shall be located within 500 feet of a functioning fire hydrant and, further, that an unoccupied model home which is not located within 500 feet of a functioning fire hydrant, may be constructed and completed, so long as the Developer provides a letter to the Town in form and content acceptable to the Town, indemnifying

the Town against any claims or damages arising out damage or destruction to the model home which occurs prior to the installation of a functioning fire hydrant within 500 feet of the model home. Further, all model homes shall be entitled to have the required inspections so long as gravel access to the model home is maintained and, therefore, model homes shall be entitled to the required inspections even though they are not located within 500 feet of a functioning fire hydrant.

- d. Section 5.101(D)(6) of the UDO entitled "Signage" is hereby revised as set forth in Section 5.12(6) above.
4. Except as noted below, all of the applicable provisions in Section 5.101(E) of the UDO, entitled "Sales Trailers," and applicable to single-family Areas, shall apply in this Amended Britton Falls PUD:
- a. The Developer shall be permitted to have one (1) sales trailer area in each Area where model homes exist. The sales trailers in each such Area shall be connected. The sales trailer area in Area 2 shall be located at least two hundred (200) feet east of Cyntheanne Road.
 - b. Section 5.101(E)(1)(b) the UDO, entitled "Duration," is hereby modified so hat a Temporary Use Permit for a sales trailer is valid for twenty-four (24) months and is renewable by the Director for an unlimited number of additional twenty-four (24) month periods, which renewals will not unreasonably be withheld.
 - c. Section 5.101(E)(2) of the UDO entitled "Location," is hereby supplemented to provide that, in addition to the three (3) sales trailers permitted in 4(a) above, the Developer may place another temporary information trailer, up to one (1) doublewide in size, off of Cyntheanne Road, within the future right of way, so long as such trailer is set back thirty (30) feet from the existing edge of pavement. Such trailer may be installed, at a location chosen by the Developer, at such time in the future when earthmoving activities begin within Area 2, and shall be removed within thirty (30) days of the opening of the first model home within Area 2.
 - d. Section 5.101(E)(3) of the UDO entitled "Street Requirements," is hereby modified to provide that sales trailers may be installed, at the Developer's risk, prior to the installation of roads and curbs, so long as the Developer provides the Town of Fishers with an indemnification letter, in form and content acceptable to the Town, indemnifying and holding harmless the Town, from any and all claims or liabilities arising out of or in connection with the sales

trailer; provided, however, that until the installation of road and curbs, such sales trailers shall remain unoccupied.

- e. Section 5.108(E)(6) of the UDO entitled "hours of operation" is hereby modified to provide that the hours of operation shall be limited to between 8:00 a.m. and 8:00 p.m. daily

6.15 Athletic Uses. Section 5.105(A)(9) of the UDO is hereby revised to reduce to 100 feet the setback of scoreboards and PA systems along all boundary lines in Area 1-C, other than along the western boundary of Tract A and Tract B, and the western and northern boundary line of Tract C, identified on the Church Buffer Drawing (Exhibit G), and Section 5.105 (B)(2) of the UDO is hereby revised so that the setback of Athletic Structures, other than buildings shall be (i) 50 feet from the western boundary of Tract B and (ii) 100 feet from the western boundary line of Tract A, and the western and northern boundary line of Tract C, identified on the Church Buffer Drawing (Exhibit G), and (iii) 25 feet from all other boundary lines.

6.16. Use Specific Standards; Neighborhood Business. Except as noted below, all of the applicable provision of Section 5.112 of the UDO entitled "Use Specific Standards; Neighborhood Business" shall apply in this Amended Britton Falls PUD.

1. Section 5.112(A)(5) of the UDO, prohibiting kiosks, is inapplicable to the use and development of the Real Estate.
2. Section 5.112(B)(1) of the UDO, entitled "Drive-up Windows" and prohibiting drive-up windows with audio speakers or menu boards, is inapplicable to the use and development of the Real Estate.

6.17. Vision Clearance Standards. Except as noted below, all of the applicable provisions of Section 5.115 of the UDO, entitled "Vision Clearance Standards" shall apply in this Amended Britton Falls PUD.

1. Section 5.115(B) of the UDO entitled "Sight Triangle Leg Lengths", is replaced and superseded, in entirety, with: Twenty-five (25) feet measured from the closest edge of the right of way.
2. Section 5.115(C) of the UDO entitled "Curb Cuts" is replaced and superseded, in its entirety, with the requirement that where curb cuts are established, the twenty-five (25) foot triangle leg length shall be measured from the back of curb or pavement of the intersecting roadways or driveways.

Section 7. Alternate Design Standards. Except as noted below, all of the Design Standards in Article 7 of the UDO shall apply in this to the use and development of the Real Estate.

- 7.01. Requirements.** Section 7.004(A)(1) of the UDO, entitled "Requirement" and pertaining to frontage roads is inapplicable to the use and development of the Real Estate.
- 7.02. Anti-Monotony Standards; Residential Neighborhood.** None of the provisions of Section 7.008 of the UDO, entitled "Anti-Monotony; Residential Neighborhood", shall apply to the use and development of the Real Estate, and, instead, the Anti-Monotony Code (Exhibit D) shall apply in this Amended Britton Falls PUD, but only to Area 1A, 1B Area 2, and Area 4.
- 7.03. Conservation Standards.** Any and all provisions of the UDO pertaining to tree preservation or conservation shall be inapplicable in the use and development of the Real Estate, and, in place thereof, the Amended Commitments (Exhibit H) shall apply.
- 7.04. Construction Surety Standards; General.** In lieu of any requirements in the UDO to the contrary, at the time an Improvement Location Permit is issued, the Developer shall pay an amount equal to one percent (1%) of the total cost of any street, sidewalk, path, drainage facility, or other improvement made the subject of the Improvement Location Permit to be dedicated to the Town of Fishers.
- 7.05. Covenant Standards; Residential.** Section 7.011 of the UDO, entitled "Covenant Standards; Residential" is hereby supplemented to (i) provide that each HOA shall continuously utilize outside professional management and, upon the request of the Director of Development, a copy of the contract with the outside professional manager shall be provided to the Town of Fishers, and (ii) not require turnover when 80% of lots are sold.
- 7.06. Lot Establishment Standards; Residential.** Section 7.018 of the UDO, entitled "Lot Establishment Standards; Residential," is hereby revised as follows:
1. Section 7.018(B)(3) of the UDO, entitled "Corner Lots," is hereby modified to provide that the minimum lot width for corner lots shall be either at least the lesser of (i) 1.2 times the minimum lot width for the zoning district or (ii) fifteen (15) feet greater than the minimum lot width for the particular Area
 2. Section 7.018(B)(5) of the UDO, entitled "Special Lots," is hereby revised to provide that Lots, on which existing natural water features are present, must be a minimum of fifteen (15) feet deeper.

7.07. Open Space Standards; Residential. Except as noted below, the applicable standards in Section 7.025 of the UDO, entitled "Open Space Standards; Residential," shall apply in this Amended Britton Falls PUD:

1. The open space requirement shall be located approximately where illustrated on the Open Space Plan (Exhibit B). The exact location of open space shall be determined during the approval of Detailed Development Plans and Final Development Plans. The open space, which shall be permitted to include ponds, wetlands, and flood plane areas, shall be a minimum of and shall not be required to exceed (i) fifty (50) acres in Area 1-A, and 1-B, combined, (ii) one hundred (100) acres in Area 2, and (iii) fifty (50) acres in Area 4.
2. Buffer areas around the full circumference of any water feature of at least fifteen (15) feet from the top of bank shall be available as open space.
3. Where any water feature is adjacent to a public right of way, the Developer shall install a fountain or bubbler-type feature, of the Developer's design, in order prevent the water from becoming stagnant.
4. The minimum width around the perimeter of a water feature shall be twenty (20) feet from top of bank and, further, Section 7.025(C)(3)(d)(ii) are inapplicable to the use and development of the Real Estate.
5. Section 7.025(A)(2) of the UDO, pertaining to site features that do not qualify as open space, shall be inapplicable to the use and development of the Real Estate.
6. Section 7.025(C)(4) of the UDO, entitled "'Created Woodlot,'" shall be inapplicable to the use and development of the Real Estate.

7.08. Pedestrian Network Standards; Residential. Except as noted below, all of the standards set forth in Section 7.028 of the UDO, entitled "Pedestrian Network Standards," apply in this Amended Britton Falls PUD"

1. All of the provisions in Section 7.028(B)(2) of the UDO, entitled "Sidewalk Location," are applicable to the use and development of the Real Estate; provided, however, that no sidewalks shall be required along the internal boundary and entrances off of Cyntheanne Road into Area 2 and that, within the median of such boulevard, the Developer shall install an eight (8) foot asphalt path connected to both the exterior perimeter path and the interior sidewalk system.
2. Section 7.028(C)(6) of the UDO, entitled "Special Requirements," is inapplicable to the use and development of the Real Estate.

3. Except as noted below, all of the provisions Section 7.028(D) of the UDO entitled "Pedestrian Crosswalk" apply in this Amended Britton Falls PUD:
 - a. The second sentence of Section 7.028(D)(1) of the UDO providing that "the Plan Commission may require that crosswalks be marked at other intersections or pedestrian-crossing points on as-needed basis" is inapplicable to the use and development of the Real Estate; provided, however, that crosswalks shall be installed per the plans approved by the Technical Advisory Committee.
 - b. Section 7.028(D)(2) of the UDO entitled "Mid-Block" is deleted and shall be inapplicable to the use and development of the Real Estate.

7.09. Perimeter Landscaping Standards; Residential Development. Except as noted below, all of the standards in Section 7.032 of the UDO entitled "Perimeter Landscaping Standards; Residential Development" apply in this Amended Britton Falls PUD:

1. Section 7.032(C)(1)(a) of the UDO is hereby modified to require twelve (12) trees per 100 lineal feet of perimeter planting.
2. Section 7.032(C)(1)(b) of the UDO, pertaining to shrubs, is hereby revised to require an average of 10 shrubs per 100 lineal feet and to permit the clustering of shrubs.
3. Continuous mounds are permitted.

7.10. Street Right of Way Standards. Except as noted below, all of the Street and Right of Way Standards specified in Section 7.036 of the UDO shall apply in this Amended Britton Falls PUD:

1. Section 7.036(C)(8) of the UDO, entitled "Street Width," is hereby revised to indicate that all main entrances from perimeter road ways will have a boulevard, the right of way of which shall be fifty (50) feet in width.
2. Section 7.036(C)(10) of the UDO, entitled "Block Length," is hereby replaced and superseded with the requirement that the maximum block length permitted is four-thousand five hundred (4,500) feet.
3. A centerline radius of fifty (50) feet shall be permitted.
4. Within Area 1-A, 1-B, and 1-C, Area 2, and Area 3 there shall be no requirement for a minimum tangent of one hundred (100) feet between reverse curves.

5. All local streets within this Amended Britton Falls PUD shall have a minimum right of way width of fifty-two (52) feet, and shall be a minimum of twenty-eight (28) feet from back of curb to back of curb.

7.11. Street Lighting Standards. Except as noted below, all of applicable provisions of Section 7.038 of the UDO, entitled "Street Lighting Standards; Residential Development" shall apply in this Amended Britton Falls PUD;

1. The Developer shall provide two (2) dusk-to-dawn lights, without a manual override switch, adjacent to the garage door on each Dwelling.
2. Street lights will be required at all intersections of internal streets.

Section 8. Processes, Permits, and Fees. Section 9.020(L) of the UDO is hereby deleted, in its entirety, and replaced and superseded by the requirement that the work authorized by a Final Amendment Plan shall commence and be completed within the phasing schedule agreed to by the Developer and the Director of Development, and specified in the Final Amendment Plan, and that the Director of Development may extend such phasing schedule in his discretion.

Section 9. Supplemental Provision. The following provisions and standards, though not specified in the UDO, shall apply to the use and development of the Real Estate.

9.01. Entrance Requirements. Within Area 2, entrance wall features shall be allowed to be up to twelve (12) feet in height at the grade level established with a mound or by the pavement and located within three (3) feet of the back of curb. This entranceway shall be permitted to encroach within the right of way of the main entrance boulevard off of Cyntheanne Road into Area 2, so long as it is located behind the back of the curb.

9.02. Trail Requirements. In addition to the perimeter walking trails and the trail along the boulevard, a walking trail system through out the development shall be installed by the developer per the attached walking Trail Plan (Exhibit F). Such trails shall be a minimum of six (6) feet in width and shall be constructed of asphalt or concrete material, except where such trails extend through a natural area, wherein construction may be of different material so long as the trails comply with the Americans with Disabilities Act.

9.03. Boulevard and Street Standards: The following standards shall apply to boulevards and streets:

1. Area 2-A and Area 2-B shall have an unloaded boulevard extending through the development from Cyntheanne road to Atlantic Road. Such location shall follow the same route as shown in the location as shown on the District Map. The road width shall be 32' back to back of curb.

2. The Right of way width shall be 60'.
3. An eight (8) foot walking/multipurpose trail shall be installed along one side of the loop road from the clubhouse area to Atlantic road.
4. The pavement width on the entry boulevard from Cyntheanne road to the clubhouse shall be as follows:
 - a. Inbound lanes 18' wide back to back of curb;
 - b. Outbound lanes 18' wide back to back of curb; and
 - c. Before the Boulevard flares out by Cyntheanne road, the pavement shall be 46' back to back with a right of way of 68'.

9.04. **Age Restrictions for Area 2.** Developer shall comply with all requirements of 24 CFR part 100, subpart E and The Housing for Older Persons Act of 1995 (Pub.L. 104-76, 109 Stat. 787, approved December 28, 1995) ("HOPA"), as they may be amended, to qualify the Dwellings in Area 2 as "housing intended and operated for occupancy by persons 55 years of age or older", as such phrase is defined in Section 2 of HOPA, in order to exempt Developer and future owners of the Dwellings from The Fair Housing Act's (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619) (the "Act") prohibition against discrimination because of familial status.

9.05. **Miscellaneous Restrictions Applicable to Area 2.**

1. All Dwelling plans offered in this Area 2 shall have a master bedroom on the first floor.
2. To the extent permitted by law, the use of gas or battery operated golf carts or similar vehicles shall be permitted on public and private roads.

9.06. **Grading.** It shall not be a condition to the commencement of earthwork that a Detailed Plan first be approved; instead, grading may commence upon the obtaining of a grading permit, which may be obtained upon the submission of a site plan and an erosion control plan for the Area(s) to be graded.

9.07. **Landscaping.** The minimum landscaping for Area 1, Area 2, and Area 3 shall be as follows:

1. All the Lots in Area 1-A, 1-B, 4-A, 4-B shall have a minimum of (i) thirty (30), two (2) gallon shrubs, (ii) one (1) shade tree and one (1) flowering tree, each with a two (2) inch caliper at planting, and (iii) a sodded front

yard and, for sodding purposes only, corner lots are deemed to have two (2) front yards.

2. All Lots in Area 2 shall have a minimum of (i) fifteen (15), two (2) gallon shrubs, (ii) either one (1) flower tree or one (1) shade tree, each of two (2) inch caliper at planting, and (iii) a sodded front yard and, for sodding purposes only, corner lots shall be deemed to have two (2) front yards.

9.08. Proposed School Parcel. To the west of and adjacent to Area 1-A is an area identified on the District Map as the "Proposed School" (the "School Parcel"). Any portion of the School Parcel not acquired by the school system shall, at the option and election of the Town Council, be conveyed to the Town, in whole or in part, as a public park to be used as public open space, and any portion of the School Parcel not so conveyed to the Town shall be developed in the same manner as Area 1 is required to be developed under this Amended Britton Falls PUD.

9.09. Existing Uses and Structures. Notwithstanding anything to the contrary in this Amended Britton Falls PUD, any parcel or portion of the Real Estate, which is being used for residential or agricultural uses or purposes on the date of enactment of this Amended Britton Falls PUD, along with any structures existing on the date of the enactment of this Amended Britton Falls PUD, may continue and shall be permitted until the commencement of development of that parcel per the terms of this Amended Britton Falls PUD.

Section 10. Procedure. The following procedure shall apply throughout this Amended Britton Falls PUD:

10.01. Appeal. The denial by the Department of Development of any request for approvals may be appealed to the Plan Commission, which may affirm or reverse the decision of the Department of Development, and the denial by the Plan Commission of any request for approvals may be appealed to the Town Council which may affirm or reverse the decision of the Plan Commission. In circumstances permitted under the UDO, appeal may also be made to the Town's Board of Zoning Appeals.

Section 11. Definitions. All of the definitions in Article 11 of the UDO shall apply throughout this Amended Britton Falls PUD and, in addition, the following definitions shall also apply:

11.01. "Developer" shall mean and refer to (i) Pulte Homes of Indiana, LLC, and its successors and assigns, but only with respect to Area 2, (ii) Fishers East, LLC, Area 1 and Area 5, (iii) Platinum Properties, LLC, and its successors and assigns, but only with respect to Area 3 and Area 4, (iv) Robert W. Keck and Juanita F. Keck and their successors and assigns, but only with respect to Area 5-C, (v) Valenti Held and its successors and assigns but only with respect to Area 5-B, (vi)

the Roman Catholic Diocese of Lafayette, Indiana, Inc., and its successors and assigns, but only with respect to Area 1-C.

ADOPTED BY THE Town Council of the Town of Fishers, Indiana on this 16th day
of April, 2007.

THE TOWN COUNCIL OF FISHERS, HAMILTON COUNTY, INDIANA

<u>AYE</u>	<u>NAY</u>
BY: <u>Scott A. Faultless</u> Scott Faultless, President	_____
<u>Eileen N. Pritchard</u> Eileen N. Pritchard, Vice President	_____
<u>Stuart F. Easley</u> Stuart F. Easley, Member	_____
<u>Daniel E. Henke</u> Daniel E. Henke, Member	_____
_____	_____
<u>Charles P. White</u> Charles P. White, Member	_____
<u>David C. George</u> David C. George, Member	_____
<u>Arthur J. Levine</u> Arthur J. Levine, Member	_____
ATTEST: <u>Linda Gaye Cordell</u> Linda Gaye Cordell, Clerk-Treasurer, Town of Fishers, Indiana 021907 B	DATE: <u>4-16-07</u>

Approved by: Douglas D. Church: Church, Church, Hittle, and Antrim - Town Attorney

	R2 AREA 1A		R2 AREA 1B	
	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD
Minimum Lot Area	15,000 square feet	11,000 square feet	15,000 square feet	11,000 square feet
Minimum Lot Width at Building Line	100 feet	85 feet	100 feet	90 feet
Minimum Lot Frontage	50 feet	35 feet	50 feet	35 feet
Sewer and Water	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup
Minimum Front Setback	<ul style="list-style-type: none"> Local Street: 40 feet All others: 55 feet 	25 feet	<ul style="list-style-type: none"> Local Street: 40 feet All others: 55 feet 	25 feet
Minimum Side Setback	<ul style="list-style-type: none"> 15 feet 10 feet for dwelling with attached side-load garage 	3 feet	<ul style="list-style-type: none"> 15 feet 10 feet for dwelling with attached side-load garage 	3 feet
Minimum Aggregate Side Setback	30 feet	25 feet	30 feet	25 feet
Minimum Rear Setback	40 feet	25 feet	40 feet	25 feet
Maximum Density	1.7 d.u./ac.	1.95 d.u./ac Maximum Number of Dwelling Units: 240	1.7 d.u./ac.	1.8 d.u./ac Maximum Number of Dwelling Units 141
Maximum Impervious Surface Coverage	35% of Lot Area	45% of Lot Area	35% of Lot Area	45% of Lot Area
Minimum Living Unit Area	2,000 square feet	2,200 square feet	2,200 square feet	2,600 square feet
Minimum Primary Structure Height	35 feet	35 feet	35 feet	35 feet
Maximum Accessory Structure Height	18 feet	18 feet	18 feet	18 feet

	R2 AREA 1-C	
	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD
Minimum Lot Area	15,000 square feet	None
Minimum Lot Width at Building Line	100 feet	None
Minimum Lot Frontage	50 feet	None
Sewer and Water	Requires municipal water And sewer hookup	Requires municipal water and sewer hookup
Minimum Front Setback	40 feet	20 feet
Minimum Side Setback	15 feet	5 feet
Minimum Aggregate Side Setback	30 feet	10 feet
Minimum Rear Setback	40 feet	15 feet
Maximum Density	1.7 d.u./ac.	N/A
Maximum Impervious Surface Coverage	35% of Lot Area	60% of total area of Area 1-C
Minimum Living Unit Area	2,000 square feet	None
Maximum Primary Structure Height	35 feet	50 feet ¹
Maximum Accessory Structure Height	18 feet	50 feet ¹
Minimum Open Space		15%
Maximum Gross Floor Area		None

Legend:

NA – Not Applicable

¹ – Church towers, bell towers, steeples, spires, religious articles and symbols, and similar features shall have a maximum structure height of 120 feet.

	R2 AREA 2A		R2 AREA 2B		R2 AREA 2C	
	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD
Minimum Lot Area	15,000 square feet	7,000 square feet	15,000 square feet	5,500 square feet	15,000 square feet	4,500 square feet
Minimum Lot Width at Building Line	100 feet	60 feet	100 feet	50 feet	50 feet	35 feet
Minimum Lot Frontage	50 feet	30 feet	50 feet	30 feet	50 feet	25 feet
Sewer and Water	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup
Minimum Front Setback	40 feet	20 feet	40 feet	20 feet	40 feet	20 feet
Minimum Side Setback	15 feet	5 feet	15 feet	5 feet	15 feet	5 feet
Minimum Aggregate Side Setback	30 feet	10 feet	30 feet	10 feet	30 feet	10 feet
Minimum Rear Setback	40 feet	15 feet	40 feet	15 feet	40 feet	15 feet
Maximum Density	1.7 d.u./ac.	2.6 d.u./ac. Maximum Number of Dwelling Units: 270	1.7 d.u./ac	3.5 d.u./ac. Maximum Number of Dwelling Units: 448	1.7 d.u./ac	4.5 d.u./ac. Maximum Number of Dwelling Units: 337
Maximum Impervious Surface Coverage	35% of Lot Area	60% of Lot Area	35% of Lot Area	60% of Lot Area	35% of Lot Area	60% of Lot Area
Minimum Living Unit Area	2,000 square feet	1,700 square feet	2,000 square feet	1,400 square feet	2,000 square feet	1,100 square feet
Maximum Primary Structure Height	35 feet	35 feet	35 feet	35 feet	35 feet	35 feet
Maximum Accessory Structure Height	18 feet	18 feet	18 feet	18 feet	18 feet	18 feet

	C1 AREA 3	
	UDO (For Comparison Purposes Only)	PUD
Minimum Lot Area	NA	NA
Minimum Lot Width	NA	NA
Minimum Lot Frontage	100 feet	100 feet
Sewer and Water	Requires municipal water or sewer hookup	Requires municipal water or sewer hookup
Minimum Front Setback	50 feet all others	50 feet all others
Minimum Side Setback	10 feet	10 feet
Minimum Aggregate Side Setback	20 feet	20 feet
Minimum Rear Setback	20 feet; Note: Additional Buffer Yard requirements may apply	20 feet; Note: Additional Buffer Yard requirements may apply
Minimum Building Separation	25 feet	25 feet
Minimum Internal Setback	18 feet	18 feet
Maximum Impervious Surface Coverage	75%	75%
Minimum Main Floor Area	NA	NA
Minimum Floor Area Per Unit	NA	NA
Maximum Structure Height	<ul style="list-style-type: none"> Primary Structure: 35 Feet, not to exceed three (3) stories Accessory Structure: 18 feet 	<ul style="list-style-type: none"> Primary Structure: 50 Feet, not to exceed four (4) stories* Accessory Structure: 18 feet

*Provided, however, that any structures which are developed under the C1 Commercial District and which are located in the southern one-third (1/3) of Area 3 shall not exceed thirty-five (35) feet in height. For purposes of this provision, the "southern one-third (1/3)" of Area 3 shall mean and refer to a rectangular parcel of real estate which (i) has 136th Street as its southern boundary; (ii) does not exceed thirteen (13) acres in size, and (iii) encompasses the cutoff shown on the District Map. Provided, further, that the maximum gross floor area of all buildings in Area 3 shall not exceed 366,000 square feet.

	R2 AREA 4A		R2 AREA 4B	
	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD	UDO (For Comparison Purposes Only)	BRITTON FALLS PUD
Minimum Lot Area	15,000 square feet	11,000 square feet	15,000 square feet	11,000 square feet
Minimum Lot Width at Building Line	100 feet	90 feet	100 feet	90 feet
Minimum Lot Frontage	50 feet	35 feet	50 feet	35 feet
Sewer and Water	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup	Requires municipal water and sewer hookup
Minimum Front Setback	40 feet	25 feet	40 feet	25 feet
Minimum Side Setback	15 feet	3 feet	15 feet	3 feet
Minimum Aggregate Side Setback	30 feet	25 feet	30 feet	25 feet
Minimum Rear Setback	40 feet	25 feet	40 feet	25 feet
Maximum Density	1.7 d.u./ac.	1.8 d.u./ac. Maximum Number of Dwelling Units: 145	1.7 d.u./ac.	1.8 d.u./ac. Maximum Number of Dwelling Units: 285
Maximum Impervious Surface Coverage	35% of Lot Area	45% of Lot Area	35% of Lot Area	45% of Lot Area
Minimum Living Unit Area	2,000 square feet	<ul style="list-style-type: none"> 2,800 square feet in a two-story Dwelling 2,200 square feet for a one-story building 	2,000 square feet	<ul style="list-style-type: none"> 2,800 square feet in a two-story Dwelling 2,200 square feet for a one-story building
Maximum Primary Structure Height	35 feet	35 feet	35 feet	35 feet
Maximum Accessory Structure Height	18 feet	18 feet	18 feet	18 feet

**C1 AND C2
AREA 5**

	UDO - C2 (For Comparison Purposes Only)	BRITTON FALLS PUD
Minimum Project Area	No Minimum	None
Minimum Lot Area	1 Acre (43,560 square feet)	1 Acre
Minimum Lot Frontage	150 feet	150 feet
Sewer and Water	Requires municipal water or sewer hookup	Yes
Minimum Front Setback	50 feet	50 feet
Minimum Side Setback	10 feet; 50 feet if adjacent to residentially zoned or used area	10 feet
Minimum Aggregate Side Setback	20 feet	20 feet
Minimum Rear Setback	20 feet ; 50 feet if adjacent to residentially zoned or used area	20 feet
Minimum Building Separation	20 feet	20 feet
Minimum Internal Setback	18 feet	18 feet
Maximum Impervious Surface Coverage	75%	75%
Minimum Gross Floor Area	NA	None

**C1 AND C2
AREA 5 Continued**

		DDO - C2 (For Comparison Purposes Only)	BRITTON FALLS PUD
		<ul style="list-style-type: none"> No single-story, multi-tenant building shall exceed 16,000 square feet in total gross floor area; No two-story, multi-tenant building shall exceed 20,000 square feet in total gross floor area. No freestanding, single-tenant structure shall exceed 7,500 square feet in total gross floor area. No development shall exceed 50,000 square feet in total gross floor area. 	<ul style="list-style-type: none"> The total gross floor area of all buildings in Area 5-A shall not exceed (i) 6,000 square feet multiplied by the number of acres within Area 5-A plus (ii) 20,000 square feet of office buildings. The total gross floor area of all buildings in Area 5-B shall not exceed (i) a maximum of 40,000 square feet of office buildings in the eastern 1/3 of Area 5-B plus (ii) 6,000 square feet multiplied by the number of acres within Area 5-B. 1 single user to be located within the western 1/2 of Area 5-B, shall be permitted to occupy up to 75,000 square feet of gross floor area, but no other single user should be permitted to occupy more than 40,000 square feet of gross floor area. The total gross floor area of buildings in Area 5-C shall not exceed (i) 6,000 square feet multiplied by the number of acres within Area 5-C plus (ii) 20,000 square feet of office buildings. No single area shall be permitted to occupy more than 40,000 square feet. No freestanding, single user, outbuilding shall exceed 10,000 square feet.
Minimum Required Open Space	15%	15%	15%
Maximum Primary Structure Height	Primary Structure: 35 feet, not to exceed two stories; 25 feet for freestanding structures, not to exceed one story.	35 feet	35 feet
Maximum Accessory Structure Height	18 feet	18 feet	18 feet

NOTE: The "eastern 1/3 of Area 5-B" shall mean and refer to an area, not to exceed 8 acres, which is rectangular in shape and which has as its eastern boundary the entire eastern boundary of Area 5-B.

NOTE: The "western 1/2 of Area 5-B" shall mean and refer to an area, not to exceed 12 acres, which is rectangular in shape and which has as its western boundary the entire western boundary of Area 5-B.

COMMITMENTS CONCERNING
THE USE AND DEVELOPMENT OF REAL ESTATE

Pulte Homes of Indiana, LLC ("Pulte"), Fishers East, LLC ("East"), Platinum Properties, LLC ("Platinum"), Robert W. Keck and Juanita F. Keck (collectively the "Kecks"), Valenti-Held Contractor/Developer, Inc. ("Valenti Held") and the Roman Catholic Diocese of Lafayette, Indiana, Inc. (the "Church") are the contract purchasers and/or owners of the real estate described in Exhibit 1 (the "Real Estate"), and the following Commitments (hereafter the "Commitments") are made to the Advisory Plan Commission of the Town of Fishers, Indiana (the "Plan Commission") and to the Town Council of the Town of Fishers, Indiana (the "Council") by (i) Pulte, and its successors and assigns, but only with respect to the commitments specified under Section 4 below which pertain to Area 2 identified on Exhibit 2, and the commitments under Section 10 below which are applicable to Pulte, (ii) East, and its successors and assigns, but only with respect to the commitments specified under Section 5 below which pertain to Area 1-A, Area 1-B, and Area 5-A identified on Exhibit 2, and the commitments under Section 9 and Section 10 below which are applicable to East, (iii) Platinum, and its successors and assigns, but only with respect to the commitments specified under Section 6 below, which pertain to Area 3 and Area 4 identified on Exhibit 2, and the commitments under Section 10 below which are applicable to Platinum, (iv) the Kecks, and their successors and assigns, but only with respect to the commitments under Section 9 below which pertain to Area 5-C or Exhibit 2, and the commitments under Section 10 which are applicable to the Kecks, (v) Valenti Held, and its successors and assigns, but only with respect to the commitments specified under Section 7 below which pertain to Area 5B identified on Exhibit 2, and the commitments under Section 9 and Section 10 below which are applicable to Valenti Held, (vi) the Church, and its successors and assigns but only with respect to the commitments specified under Section 8 below, which pertain to Area 1-C identified on Exhibit 2 and the commitments under Section 10 below which are applicable to the Church.

Section 1. Cross Reference. These Commitments are made in connection with approvals obtained under Docket Number 2-R-07, and Ordinance Number 021907B (the "Amended Britton Falls PUD").

Section 2. Definitions -

1. Developer – "Developer" shall mean and refer to (i) Pulte Homes of Indiana, LLC, and its successors and assigns but only with respect to Area 2, (ii) Fishers East, LLC, and its successors and assigns but only with respect to Area 1-A, Area 1-B, and Area 5-A, (iii) Platinum Properties, LLC, and its successors and assigns but only with respect to Area 3 and Area 4, (iv) Robert W. Keck and Juanita F. Keck, and their successors and assigns, but only with respect to Area 5-C, (v) Valenti Held, and its successors and assigns, but only with respect to Area 5-B, (vi) the Roman Catholic Diocese of Lafayette, Inc., and its successors and assigns. but

only with respect to Area 1-C.

2. Director -- The Director of Development of the Town of Fishers

Section 3. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "1". Attached hereto and incorporated herein by reference as Exhibit "1" is the legal description of the real estate (the "Real Estate");

Exhibit "2". Attached hereto and incorporated herein by reference as Exhibit "2" is the district map (the "District Map") which allocates the Real Estate into Area 1-A, Area 1-B, Area 1-C, Area 2-A, Area 2-B, Area 2-C, Area 3, Area 4-A, Area 4-B, and Area 5-A, 5-B, and 5-C (collectively the "Areas");

Exhibit "3". Attached hereto and incorporated herein by reference as Exhibit "3" is a screening plan for the residence on the northeast corner of 126th Street and the western boundary of Area 2-B (the "Corner Lot Plan").

Exhibit "4". Attached hereto and incorporated herein by reference as Exhibit "4" is the Shepherd Plan.

Exhibit "5". Attached hereto and incorporated herein by reference as Exhibit "5" is the Keck Plan.

Exhibit "6". Attached hereto and incorporated herein by reference as Exhibit "6" are the Specifications for Pulte's Classic Series.

Exhibit "7". Attached hereto and incorporated herein by reference as Exhibit "7" is a description of the property to be dedicated for trails, a trail head, and a park (the "Park Property"). The Park Property is the green colored area of Exhibit 7.

Exhibit "8" Attached hereto and incorporated herein by reference as Exhibit "8" is the Landscape Plan providing for landscaping around Mead property located off of Atlantic Road (the "Mead Landscape Plan").

Exhibit "9". Attached hereto and incorporated herein by reference as Exhibit "9" is the Owen Plan.

Exhibit "10". Attached hereto and incorporated herein by reference as Exhibit "10" are the Specifications for Pulte's Executive Series.

Exhibit "11". Attached hereto and incorporated herein by reference as Exhibit "11" is a landscape plan showing proposed landscaping on certain lots within Barrington Estates (hereafter the "Barrington Plan")

Exhibit "12". Attached hereto and incorporated herein by reference as Exhibit "12" is the Church Buffer Drawing.

Exhibit "13". Attached hereto and incorporated herein by reference as Exhibit "13" are examples of possible buildings illustrating the type of architectural style permitted in Area 5.

Exhibit "14". Attached hereto and incorporated herein by reference as Exhibit "14" is the exhibit (the "Tree Plan") identifying the tree conservation areas and the tree preservation areas.

Section 4. Pulte's Commitments. Pulte makes the following commitment with respect to Area 2.

1. A landscape area, fifty (50) feet in width, shall be established along the eastern boundary of Area 2-B and Area 2-C, adjacent to Atlantic Road. Within this landscape area, the Developer shall install a mound. The mound shall be of varying height, but shall be an average of six (6) feet in height and shall never be less than five (5) feet in height. Within this landscape area, the Developer shall plant twelve (12) trees every one hundred (100) feet. The trees may be clustered. The trees shall be a mix of spruce trees and deciduous trees, as determined by the Developer in the Developer's sole discretion; provided, however, that (i) at least fifty percent (50%) of the trees shall be spruce trees, (ii) all spruce trees shall be at least seven (7) to eight (8) feet in height, at planting, and (iii) all deciduous trees shall have at least a two (2) inch caliper at planting. All trees, which die within one (1) year of the original planting, shall be replaced once, and only once, by the Developer during the next planting season.
2. Along the southern boundary of Area 2-C, the Developer shall install a landscape area which is fifty (50) feet in width. Within this landscape area, the Developer shall plant trees at the rate of twelve (12) trees per one hundred (100) feet. The trees shall be spruce trees and deciduous trees, and at least fifty percent (50%) of the trees shall be spruce trees. The spruce trees shall be seven (7) to eight (8) feet in height at planting, and the deciduous trees shall have a two (2) inch caliper at planting. The trees may be clustered, in the Developer's discretion. There will be no mounding within this landscape area.

3. In the area indicated on the Corner Lot Plan (Exhibit 3), the Developer shall plant spruce trees or deciduous trees, at the rate of twelve (12) per one hundred (100) feet. Spruce trees shall be seven (7) to eight (8) feet in height at planting, and deciduous trees shall have a minimum two (2) inch caliper at planting. Fifty percent (50%) of the trees shall be spruce trees.
4. Mary Ann Shepherd is the owner of approximately 1.54 acres which has frontage on the east side of Cyntheanne Road, and which is north of and adjacent to Area 2-A (the "Shepherd Parcel"). Upon completion of the entrance into Area 2-A from Cyntheanne Road, the Developer shall plant, on the Shepherd Parcel and at location selected by the owner of the Shepherd Parcel, three (3) short-needle evergreen trees, which shall be at least seven (7) to eight (8) feet in height at planting, and one oak tree, which shall have at least a two (2) inch caliper at planting. In addition and as illustrated by the Shepherd Plan (Exhibit 4), upon completion of the entrance into Area 2-A from Cyntheanne Road, the Developer shall plant evergreen trees, every thirty (30) feet on center, within Area 2-A, on the south side of the fencerow existing along the northern boundary of Area 2-A, for the entire distance of the southern boundary of the Shepherd Parcel. Any of the foregoing trees described in this paragraph 4 which die within one (1) year of the original planting, shall be replaced once, and only once, by the Developer during the next planting season. In addition, Mary Ann Shepherd shall identify three (3) trees located within the fencerow along the boundary line between Area 2-A and the southern boundary of the Shepherd Parcel, and such trees shall not be damaged or destroyed by the Developer during the development of Area 2-A and, in the event that any such tree or trees are damaged or destroyed by the Developer during the development of Area 2-A, the damaged or destroyed trees shall be replaced by three (3) short-needle pine trees which shall be at least twelve (12) feet in height at planting.
5. The amenity areas in Area 2-A, Area 2-B, and Area 2-C shall share a common amenity center with the following requirements.
 - A. The amenity building shall be at least eighteen thousand (18,000) square feet in size and contain the following amenities:
 1. Indoor pool;
 2. Indoor Jacuzzi;
 3. Indoor workout area at least one thousand two hundred (1,200) square feet in size;
 4. At least three (3) multipurpose rooms;
 5. Locker room;

6. Library;
7. Billiards room; and
8. Two (2) offices.

B. The amenity building shall be allowed to include the following structures and facilities:

1. Fences, walls and trellises;
2. Pavilion;
3. Recreation and multi purpose buildings that permit the sales of alcohol;
4. Health and fitness facilities;
5. Social facilities;
6. Garden plots and green houses. (Approved for common areas); and
7. Other private and public recreational facilities and buildings, the primary function of which is to service the owners, and guests of the development.

6. Outdoor Amenities in Area 2 shall include the following:

- A. Two (2) unlighted tennis courts;
- B. One outdoor pool with a minimum size of eighteen hundred (1,800) square feet; and
- C. Two (2) bocce courts.

7. The following additional commitments shall apply to the use and development of Area 2:

- A. Boulevard entranceway no less than seven-hundred-fifty (750) feet in length.
- B. One waterfall on either the north side or south side of the entranceway off Cyntheanne road.

- C. One fountain or bubbler on either the north side or south side of the entranceway off Cyntheanne road.
- D. The perimeter mounding adjacent to Cyntheanne Road shall have an average height of seven (7) feet, and shall be either continuous or undulating.
- E. The Declaration of Covenants, Conditions, and Restrictions applicable to Area 2 and recorded by the Developer with the Recorder of Hamilton County, Indiana, shall contain a provision providing that no one under the age of nineteen (19) shall reside in any residence located within Area 2 for more than ninety (90) days in any consecutive twelve (12) calendar month period and (ii) that the foregoing provision prohibiting anyone under the age of nineteen (19) from residing in any residence located in Area 2 for more than ninety (90) days in any consecutive twelve (12) calendar month period is enforceable by any resident within Area 2, and also by the homeowners association identified in the Declaration and established by the Developer.
- F. All other perimeter areas of Area 2-A, Area 2-B, Area 2-C, adjacent to 126th Street or Atlantic Road shall have a mound with an average height of six (6) feet, and shall be either continuous or undulating.
- G. Entryway monuments, within Area 2 and off of Cyntheanne Road, shall have at least four (4) square feet of brick or stone per unit
- H. The floor plans for all Residences in Area 2 shall offer a four (4) foot garage extension as an option available for purchase by the homebuyer.
- I. So long as the road impact fee and park impact fee assessed for each residence in Area 2-A, Area 2-B, and Area 2-C is the same as the road impact fee and park impact fee assessed for each residence in Area 1-A, (i) the Developer shall not appeal the road impact fees assessed against residences in Area 2-A, Area 2-B, and/or Area 2-C for any reason including, without limitation, that there are fewer trips from residences in Area 2-A, Area 2-B, or Area 2-C, and (ii) the Developer shall not appeal the park impact fee against residences in Area 2-A, Area 2-B, and/or 2-C for any reason including, without limitation, that the owners of residences in Area 2-A, 2-B, or 2-C use public parks less frequently than other residents.

- J. The Declaration of Covenants, Conditions, and Restrictions, recorded in connection with Area 2 (the "Area 2 Declaration") shall provide that the homeowners association, established in the Area 2 Declaration, shall provide, with regard to each lot in Area 2, (i) lawn cutting and fertilizing, (ii) the mulching of all landscape beds, once a year, and (iii) the removal of snow, which has accumulated beyond two (2) inches in depth, from all walks, driveways, and porches.
8. North of and adjacent to the western segment of Area 2-A is a parcel of real estate which comprises approximately 40.45 acres and is titled in the name of Joyce A. Rhodehammel Trustee and which, on the date of the execution of these Commitments, was assigned Parcel No. 13-12-29-00-00-019.000 (the Rhodehamel Parcel"). A fencerow exists along the common boundary line of the southern boundary of the Rhodehamel parcel and the contiguous portion of Area 2-A. This fencerow will be within a Tree Conservation Area, as defined in Section 10(2) below.

Section 5. East's Commitments. East makes the following Commitments with respect to Area 1 and Area 5-A.

1. A landscape area, fifty (50) feet in width, shall be established along the entire northern boundary of Area 1-A adjacent to 136th Street. Within this landscape area, the Developer shall install a mound. The mound shall be of varying height, but shall be an average of six (6) feet in height and shall never be less than five (5) feet in height. Within this landscape area, the Developer shall plant twelve (12) trees every one hundred (100) feet. The trees may be clustered. The trees shall be a mix of Spruce trees and deciduous trees, as determined by the Developer in the Developer's sole discretion; provided, however, that (i) at least fifty percent (50%) of the trees shall be spruce trees, (ii) all spruce trees shall be at least seven (7) to eight (8) feet in height, at planting, and (iii) all deciduous trees shall have at least a two (2) inch caliper at planting. All trees, which die within one (1) year of the original planting, shall be replaced once, and only once, by the Developer during the next planting season.
2. In the area identified on the Keck Plan (Exhibit 5), the Developer shall install a driveway consisting of a base and materials similar to those constituting the driveway existing on the Keck's real estate located within the Keck Plan as of February 26, 2007.
3. Amenity areas in Area 1-A and Area 1-B shall share a common amenity area that shall include but not be limited to the following:
 - A. A main swimming pool of at least one-thousand eight-hundred (1,800) square feet in size and a tot pool of at least two-hundred (200) square feet in size;

- B. Bathhouse with changing rooms and storage;
 - C. Playground with commercial grade play equipment;
 - D. One unlighted tennis court; and
 - E. Two (2) half-court basketball courts.
4. The following additional architectural standards shall apply to Area 1-A and Area 1-B:
- A. All of the dwellings shall have Hardi Plank or similar cement board siding. Vinyl siding is prohibited other than for accents and vinyl-clad windows.
 - B. All of the dwellings shall have side-loaded, two-car garages.
 - C. All of the dwellings shall have at least a partial basement.
 - D. All of the dwellings shall comply with or be equivalent in value and quality to "Specification for Pulte Classic Series" (Exhibit 6).
 - E. The floor plans for all Residences, shall offer a three (3) car garage as an option available for purchase by a homebuyer.
5. In exchange for a park impact fee credit in an amount equal to the purchase price paid by the Developer for the Park Property (Exhibit 7), and after the acquisition by the Developer of the Park Property, the Developer shall dedicate the Park Property to the Town, for use as trails, a trailhead, and a park for the Thorpe Creek Greenway, upon the earlier of (i) four (4) years after the date of the enactment of the Amended Britton Falls PUD or (ii) the recordation by the Developer, with the Recorder of Hamilton County, Indiana, of the last and final secondary plat of the final phase or section in Area 1.

Section 6. Platinum Platinum makes the following Commitments with respect to Area 3 and Area 4.

- 1. A landscape area, fifty (50) feet in width, shall be established along the eastern boundary of Area 4-A and Area 4-B adjacent to Atlantic Road, southern boundary of Area 4-A adjacent to 126th Street, and the northern boundary of Area 4-B, adjacent to 126th Street. Within this landscape area, the Developer shall install a mound. The mound shall be of varying height, but shall be an average of six (6) feet in height and shall never be less than five (5) feet in height. Within this landscape area, the Developer shall plant twelve (12) trees every one hundred (100) feet. The trees may be clustered.

The trees shall be a mix of Spruce trees and deciduous trees, as determined by the Developer in the Developer's sole discretion; provided, however, that (i) at least fifty percent (50%) of the trees shall be spruce trees, (ii) all spruce trees shall be at least seven (7) to eight (8) feet in height, at planting, and (iii) all deciduous trees shall have at least a two (2) inch caliper at planting. All trees, which die within one (1) year of the original planting, shall be replaced once, and only once, by the Developer during the next planting season.

2. A greenbelt buffer, fifty-(50) feet in width, shall exist along the entire southern boundary of Area 3. No buildings or parking shall exist within this greenbelt buffer; provided, however, that in the Developer's discretion, drainage facilities, landscaping and mounding may be installed in this greenbelt buffer. Further, within this fifty (50) foot greenbelt buffer, the Developer shall plant twelve (12) trees every one hundred (100) feet. The trees may be clustered, shall have a minimum height of thirty-five (35) feet at maturity, and shall be maintained by the owners association established in connection with Area 3 and, in the absence of such owners association, the owner(s) of the real estate upon which they exist. The trees shall be a mix of spruce trees and deciduous trees, as determined by the Developer in the Developer's sole discretion; provided, however, that (i) at least fifty percent (50%) of the trees shall be spruce trees, (ii) all spruce trees shall be seven (7) to eight (8) feet in height at planting, and (iii) all deciduous trees shall have at least a two (2) inch caliper at planting. All of the above, set forth in this paragraph 2, shall be included in a landscape plan submitted in connection with the site plan approval process.
3. Along the southern boundary of Area 3, certain field tiles drain underneath 136th Street. The Developer shall confer with landowners who own real estate along this segment adjacent to 136th Street and on whose land such field tiles exist so that (i) the exact location of such field tiles may be determined and (ii) such field tiles can subsequently connect into the drainage system to be designed and installed for the Real Estate. The Developer shall not cut-off the flow of said drainage tiles, and the Developer shall incorporate and coordinate such drainage tiles into the drainage system designed and installed for the Real Estate.
4. Certain field tiles (the "Field Tiles") extend south, from the southern boundary of Area 4-B into the parcel of land immediately south of and adjacent to Area 4-B (the "Adjacent Parcel"). The Developer shall confer with Marion C. Hensley, one of the owners of the Adjacent Parcel, so that the exact location of such Field Tiles may be determined. The Field Tiles shall subsequently be capped off and routed into the drainage system to be designed and installed for the Real Estate. The final design of such routing shall be determined by the Fishers Technical Advisory Committee.

5. Per the Mead Landscape Plan (Exhibit 8), and at the time of commencement of the land located within Section 4-A adjacent to the Mead property, the Developer shall install a thirty-foot-wide (30') common area, containing a double row of spruce trees, which shall be seven (7) to eight (8) feet tall at planting. Each such row shall be planted in a cross-hatched pattern.
6. Mary E. Owens is the owner of approximately .69 acres located on the south side of 126th Street, surrounded on three sides by the northeast corner of Area 4-B (the "Owens Parcel"). Along the eastern, southern, and western boundaries of the Owens Parcel, a thirty-foot wide (30') tree preservation buffer is hereby established (the "Thirty-Foot Tree Buffer"). Within this Tree Buffer, trees may be removed only for public health and safety reasons, as determined by a registered arborist who shall file a report detailing such reasons for removal with the director of the development for the Town of Fishers, Indiana. This Thirty-Foot Tree buffer is illustrated on the Owen Plan (Exhibit 9).
7. Perimeter areas of Area 4-A and Area 4-B adjacent to Atlantic Road shall have a mound with an average height of six (6) feet, which shall be either continuous or undulating.
8. In order to provide for the preservation of the twenty foot (20') wide fencerow of trees located along the southern boundary line of Area 4-B (the "Fencerow"), the Developer will include a provision in the Declaration of Covenants, Conditions, and Restrictions applicable Section 4-B and recorded by the Developer with the Recorder of Hamilton County, Indiana, providing that the tree preservation standards specified in Section 10 below shall apply to the Fencerow. The following additional commitments shall apply to the fencerow:
 - A. The Fencerow shall be located in a common area, and shall not be located upon any lots.
 - B. With the exception of a storm drainage outlet which, if required by the Director, will be located within the western-most fifty (50) feet of the Fencerow, no utilities shall be located within the fencerow. If said storm drainage outlet is required by the Director, representatives from the Developer shall confer with the Director in an effort to minimize the impact on the Fencerow. The Developer shall provide reforestation, of any area within the Fencerow affected by said storm drainage outlet, with deciduous trees of two (2) inch caliper at planting and/or conifer trees which are to be eight (8) to ten (10) feet in height at planting.
 - C. Unless required by the Director, any stub street within Area 4-B shall be installed no further south than the northern boundary of the

Fencerow; provided, however, that all easements and rights-of-way extend to the southern boundary line of Area 4-B.

- D. The Developer agrees to supplement the Fencerow with no more than twenty-five (25) trees, which shall have a minimum of a one-and-a-half (1.5) inch caliper at planting. All such trees will be species which are indigenous to Indiana, unless otherwise agreed by the Developer and a representative of the owner(s) of the Adjacent Parcel, as that term is defined in Section 6, paragraph 4 above. The trees shall be planted no later than eighteen (18) months after the enactment of this Britton Falls PUD, and shall be planted by the Developer in locations agreed upon by the Developer and a representative of the owner of the Adjacent Parcel, as that term is defined in Section 6, paragraph 4 above.
9. Amenity areas in Area 4-A and Area 4-B shall share a common amenity area that shall include but not be limited to the following:
- A. A main swimming pool of at least 1,800 square feet in size and a hot pool of at least 200 square feet in size;
 - B. Bathhouse with changing rooms and storage;
 - C. A playground with commercial grade play equipment;
 - D. One (1) unlighted tennis court; and
 - E. Two (2) half basketball courts.
10. The following additional architectural standards shall apply to Area 4-A and Area 4-B:
- A. All of the dwellings shall have Hardi-plank or similar cement board siding. Vinyl siding is prohibited other than for accents and vinyl-clad windows.
 - B. All of the dwellings shall have side-loaded, three-car garages.
 - C. All of the dwellings shall have at least a partial basement.
 - D. All of the dwellings shall comply with or be equivalent in value and quality to "Specifications for Pulte Executive Series" (Exhibit 10).
 - E. The floor plans for all Residences shall offer a three (3) car garage as an option available for purchase by a homebuyer.

Section 7. Valenti Held Valenti Held makes the following Commitments with respect to Area 5-B.

1. Along the entire eastern boundary of Area 5-B, the Developer shall install a mound which shall be at least fifteen (15) feet in height and ten (10) feet in width on top, and which shall have a maximum slope of three-to-one (3:1). On top of the mound, the Developer shall install a ten (10) foot high shadow box fence with brick columns every fifty (50) feet, to be maintained by the owners association established for Area 5-B and, in the absence of such owners association, by the owner of the real estate upon which the mound exists. On the top of the mound and on the east side of the fence in Area 5-B, the Developer shall plant (i) Norway spruces, fifteen (15) feet on center, which shall be at least eight (8) feet in height at planting and (ii) six (6) maple trees, with a minimum caliper of two (2) inches at planting per one-hundred (100) feet. The above shall be installed during the development of Area 5-B. All trees, which die within one (1) year of the original planting, shall be replaced once, and only once, by the Developer during the next planting season. Within the Developer's discretion, the west side and the top of the mound along the entire eastern boundary of Area 5-B may be covered with grass or other naturally occurring groundcover, all of which may be cut and trimmed on a regular basis. The east side of the mound located along the entire eastern boundary of Area 5-B shall be covered with natural and wild grasses, and shall not be mowed or trimmed.
2. Along the western boundary of Lots in Barrington Estates which are contiguous with Area 5-B, the Developer has already installed Blue Spruce trees and or deciduous trees, per the detail specified in the Barrington Plan (Exhibit 11). All trees, which die within one (1) year of the original planting, shall be replaced once, and only once, by the Developer during the next planting season.
3. Along the eastern boundary of Area 5-B, there shall be a green belt buffer (i) which is one-hundred seventy-five feet (175') in width if the development immediately adjacent to such buffer within Area 5-B is retail development and (ii) which is one-hundred-fifty feet (150') in width if the development immediately adjacent to such buffer with Area 5-B is office and/or C1 development. In this buffer, buildings and pavement are prohibited; however, in the Developer's discretion, drainage facilities and landscaping are permitted. Also, within the Developer's discretion, mounding may exist in this buffer, so long as the top of the slope of the mound is at least thirty (30) feet from the western top of bank of the legal drain. This 30-foot setback area shall remain open and available to be utilized for maintenance access to the legal drain from the west.

4. Immediately north of the northern boundary of the Rhodehamel Parcel, along the southern boundary of Area 5-B, the Developer shall establish a 30-foot (30') landscape buffer, which shall contain a mound with an average height of four (4) feet. On the top of this mound, the Developer shall install a ten (10) foot high shadow box fence, with brick columns every fifty (50) feet. The fence shall be maintained by the owners' association established in connection with Area 5-B or, in the absence of such an owners' association, by the owner(s) of the land on which it exists. On the south side of the fence, and within the thirty (30) foot landscape buffer, the Developer shall plant twelve (12) trees every one-hundred (100) lineal feet. The trees shall be a mix, approximating fifty-fifty (50/50) of (i) conifer trees, which shall be a minimum of eight (8) feet in height at planting, and (ii) deciduous trees, which shall have a minimum caliper of one-and-a-half (1 1/2) inches at planting. All such trees which die within one (1) year will be replaced, once, and only once, by the Developer, at the Developer's expense, during the next planting season. The aforesaid thirty (30) foot landscape buffer, fence, and trees shall be established upon the commencement of the development of Area 5-B.

5. If a gas refueling center is developed in Area 5-B center is developed in Area 5-B, then prior to the opening of such refueling center, Developer, at its sole expense, shall install a water main into Section #1 of Barrington Estates as defined in the Plat thereof, recorded with the Recorder of Hamilton County, Indiana as Instrument No. 9809803969 (hereafter "Section 1"), subject to the following conditions:
 - A. Developer shall install the water main in Section I subject to the terms and conditions required and imposed by the applicable utility.

 - B. Developer shall pay the cost of any availability/inspection fees required by the utility to be paid prior and during the inspection of said water main. The Barrington homeowners, however, shall be required to pay any and all connection, availability, tap and other fees required by the utility to be paid at the time of the actual connection/tap is requested/made for each residence within Section I, and the Developer shall not be entitled to any surcharges on connection, availability, tap, and other fees paid by homeowners within Section I; provided, however, that notwithstanding anything herein to the contrary, the Developer shall be entitled to received (i) any subsequent connection, availability, tap, and other fees paid in connection with any residence not located within Section I and (ii) the revenue allowances which are to be paid as a result of any connections, whatsoever, including connections to residences in Section I.

 - C. In addition, Developer would be responsible for all costs and repairs relating to:

1. Satisfying the requirements/specifications of the selected water providers/utilities.
2. All damage arising from the installation of the water main system including, but not limited to, damage to landscaping, driveways, irrigation system and mailboxes. Such items shall be repaired or restored in a timely manner by the Developer, subject to weather delays, upon completion of construction of the water main distribution system.
3. Developer hereby retains all rights as applicable for any subsequent connection fees, refunds from main extensions, or revenue credits for subsequent extensions of water taps by homeowners or other parties.
4. Developer agrees to post the applicable bonds to the water provider/utility as required by the selected water company in order to transfer ownership of the water distribution to the water/utility company, which shall assume responsibility for any ongoing maintenance/repairs of the water distribution system after conveyance by the Developer and acceptance by the selected water distribution company/utility.

D. Notwithstanding anything herein to the contrary, if the water main serving Section 1 has already been installed prior to the completion and commencement of operation of said gas refueling center in Area 5-B, then the Developer shall be relieved of any and all obligations under this Section 7(5), including, without limitation, the obligation to install a water main serving Section 1.

Section 8. Church's Commitments. The Church makes the following Commitments with respect to Area 1-C.

1. Tract A ("Tract A") identified on the Church Buffer Drawing (Exhibit 12) is a rectangular area which is 50 feet in width. Along the western boundary of Tract A, and along the western and northern boundaries of Tract C, there is a fence row of trees (the Fence Row). The existing wire mesh fence located within the Fence Row shall not be removed and, while shrub brush may be removed from the Fence Row, trees shall not be removed from the Fence Row except as follows:
 - A. The clearing of dead trees shall be allowed; and
 - B. The removal of trees for public health safety shall be allowed, as determined by a registered arborist who shall file a report detailing

such reasons for removal with the Director of Development.

2. To the east of the Fence Row in Tract A, the Church shall plant 12 trees every 100 lineal feet. The trees shall be a mix (approximating 50/50) of spruce trees and fir trees, selected from the Town's Schedule of Approved Species, and shall be a minimum of 7 to 8 feet in height at planting. All such trees which die within one year shall be replaced once, and only once by the Church, during the next planting season and at the Church's expense. Such trees shall be planted upon the earlier of (i) the commencement of construction of any buildings, structures and/or sports fields within 500 feet of the western boundary of Tract A, or (ii) five years from the date of the enactment of the Amended Britton Falls PUD.
3. Parking areas, including drive lanes, and a Church rectory shall be permitted to be set back 50 feet from the western boundary line of Tract A and, subject to greater setbacks specified in the UDO for score boards and PA systems, all other buildings, structures, sports facilities, sports fields, and sports structures shall be required to be set back at least 100 feet from the western boundary line of Tract A.
4. Tract B represents a rectangular area which is 50 feet in width. While tree clearing to the east of Tract B is permitted, trees within Tract B shall be preserved and shall not be removed except as follows:
 - A. The clearing of underbrush shall be allowed;
 - B. The removal of trees for public health and safety shall be allowed, as determined by a registered arborist who shall file a report detailing such reasons for removal with the Director of Development; and
 - C. Minimal tree clearing needed in order to establish a devotional place shall be permitted.
5. Subject to greater setbacks specified in the UDO for scoreboards and PA systems, all buildings, structures, parking areas and drive lanes, and uses shall be set back at least 50 feet from the western boundary line of Tract B.
6. Along the Planting Line identified on Church Buffer Drawing, the Church shall plant 12 trees every 100 lineal feet. The trees shall be a mix (approximating 50/50) of spruce trees and fir trees, selected from the Town's Schedule of Approved Species, and shall be a minimum of 7 to 8 feet in height at planting. All such trees which die within one year shall be replaced once, and only once by the Church, during the next planting season and at the Church's expense. Such trees shall be planted upon the earlier of (i) the commencement of construction of any buildings, structures, and/or sports

fields within 500 feet of the western or northern boundary line of Tract C identified on the Church Buffer Drawing ("Tract C") or (ii) five years from the date of the enactment of the Amended Britton Falls PUD.

7. Tract C represents an area which is approximately 50 feet in width. Parking areas, including drive lanes, and a Church rectory shall be permitted to be set back 50 feet from the western and northern boundary lines of Tract C and, subject to greater setbacks specified in the UDO for score boards and PA systems, all other buildings, structures, sports facilities, sports fields, and sports structures shall be required to be set back at least 100 feet of the western and northern boundary line of Tract C.
8. Certain field tiles (the "Tiles") exist along the western boundary of Tract A and Tract B, and along the western and northern boundary lines of Tract C. Prior to the commencement of any development which may affect the Tiles, the Church, or its representatives, shall (i) confer with the land owners on whose real estate the Tiles exist to determine the location of the Tiles and (ii) issue a report describing the condition of the Tiles. The Church shall not cut off such Tiles but, instead, all surface and sub-surface drainage features encountered during development shall be intercepted and routed into the Church's storm sewer system so that the rate of discharge of storm water after the development of Area 1-C is not less than the rate of discharge of storm water existing prior to the development of Area 1-C.
9. Sport field lighting shall not exceed 100 feet in height, and all other pole lighting within Area 1-C shall not exceed 25 feet in height.
10. All signage located within Area 1-C shall be externally illuminated with either gooseneck fixtures which extend from the top of the sign structure, or with a valance that is extended along the top of the sign structure.

Section 9. Area 5 Commitments. East, but only with respect to Area 5-A, Valenti Held, but only with respect to Area 5-B, and the Kecks, but only with respect to Area 5-C, make the following commitments:

1. The buildings constructed in Area 5 shall be of an architectural style similar to or compatible with the buildings illustrated in Exhibit 13.
2. The following additional commitments are applicable to Area 5:
 - A. No mortuaries shall be permitted in Area 5.
 - B. Wall signs are parallel and adjacent to the south and east boundaries of Area 5-B and which are reasonable visible to the residences of

Barrington Estates from their homes, as prohibited.

- C. One (1) gasoline refueling center is permitted only within the western one-fourth (1/4) of Area 5-B. The total number of gasoline disbursement nozzles shall not exceed ten (10). Such gasoline refueling centers may include a kiosk to provide for a means to make payment. The kiosk shall have a pitched roof, which shall be architecturally consistent with the nearest building, and shall have unpainted brick as its exterior building material, exclusive of doors, windows, and other openings.
- D. Self-service laundry facilities are prohibited in Area 5; provided, however, that dry cleaning facilities providing pickup services, only, are permitted.
- E. Automotive, engine, and machinery repair or sales facilities are prohibited in Area 5.
- F. Automotive part sales are prohibited in Area 5.
- G. The hours of operation of any wine and spirits store located in Area 5 shall be (i) between 9:00 a.m. and 11:00 p.m. on Monday through Thursday, and (ii) between 9:00 a.m. and 12:00 midnight on Friday and Saturday.
- H. No user in Area 5 may continuously conduct business, without stopping, for any interval of twenty-four (24) consecutive hours, it being the intention of this restriction that no business shall stay open twenty-four (24) hours a day.
- I. Deliveries and trash removal from Area 5 shall be no earlier than 7:00 a.m. and no later than 9:00 p.m.; provided, however, that there shall be no restrictions on the times during which snow removal can occur.

Section 10. Miscellaneous

- 1. Tree Preservation Areas (the "Preservation Areas") are shown on the Tree Plan (Exhibit 14). As shown, Tree Preservation Areas are located in common areas and not upon lots to be developed and platted as homesites for single-family residences ("Lots"). This Paragraph 1 pertains to Preservation Areas located within common areas and not upon Lots, and Paragraph 2 below pertains to Conservation Areas located upon Lots. Except as noted below, each builder, Developer, and/or owner shall endeavor to preserve trees within the Preservation Areas located within common areas and not upon Lots, and

shall not remove trees, small trees and/or underbrush within the Preservation Areas:

- A. The clearing of dead trees shall be allowed;
- B. The removal of trees and underbrush necessary for the installation of utilities, drainage improvements and infrastructure, and trails shall be allowed; provided, however, that the Developer and the Director of the Department of Planning of the Town of Fishers, Indiana, shall confer in an effort to design the utility and drainage plans to reasonably minimize the loss of trees by reason of the installation of utilities and drainage infrastructure;
- C. The removal of trees for public health and safety shall be allowed, as determined by a registered arborist who shall file a report detailing such reasons for removal with the Director of Development for the Town of Fishers, Indiana; and,
- D. Minimal tree removal needed so establish a devotional place, in Area 1-C, as permitted in Section 8(4)(C) above.

Except as set forth immediately above in paragraphs A, B, and C, each tree within the Preservation Area that is located within common areas and not upon Lots, which is badly damaged or destroyed, and which is greater than four (4) inches in diameter, measured six (6) inches above the ground, shall be replaced within one (1) year, by the person or entity causing such damage or destruction, with a tree which is at least two-and-one-half (2 ½) inches in diameter measured six inches above the ground. Any trees, which are so replaced and which die within one (1) year of their planting, shall promptly be replaced with a substantially similar tree. In order to facilitate tree preservation, during the time of all construction and development activities, an orange snow fence shall be placed around the perimeter of the drip line of all trees to be conserved within the area of such construction and development.

2. Tree Conservation Areas ("Conservation Areas") are also shown on the Tree Plan (Exhibit 14). Each Developer, with respect to its portion of the Real Estate, and each builder shall take reasonable steps and measures to avoid the damage or destruction of healthy trees within the Conservation Area.
3. Each Developer shall develop its Area(s) so that there will be no general sheet drainage on to lands adjoining the Real Estate. All storm water runoff shall be treated as required by law.
4. Each Developer shall develop its Area(s) so that all street lighting shall be installed with reflectors or other such devices or controls so that light is

reflected downward to mitigate light spillover.

5. Each Developer shall develop its Area so that the drainage plan will be designed in furtherance of the objective that, while accepting storm water runoff from adjoining properties, such Developer's Area(s), once developed, shall not sheet-drain on adjoining properties as it currently does and, as such, there shall be no general sheet drainage onto properties adjoining the such Developer's Area(s).
6. All storm water drainage points to be located on the Real Estate shall be approved by the Town of Fishers and/or the Hamilton County Surveyor's Office, whichever has jurisdiction. Further, all storm water runoff from the Real Estate shall be treated for sediment and other harmful contaminants as required by Indiana law.
7. If, as a result of the development of the Real Estate, private wells on adjoining land are dried up, or the water in such wells become contaminated, discolored, or malodorous (collectively the "Problems"), each responsible Developer shall cooperate fully with local, county, and state authorities to determine the cause of the Problems and will follow all requirements in Indiana Code, Title 14, Natural and Cultural Resources, Article 25 Water Rights and Resources. If found to be responsible for causing a Problem, the responsible Developer shall either connect the injured party to a public water source, at no installation cost to the injured party, or drill a new well for the injured party, at no expense to the injured party.
8. All common areas, which are adjacent to Cyntheanne Road, 126th Street, and Atlantic Road, shall be irrigated by the Developer developing such common areas.
9. For all residential Areas, the applicable Developer shall establish a mandatory Homeowner's Association (hereinafter the "HOA") which will maintain an account for replacement reserves, to be funded by mandatory assessments and to provide revenue for landscaping maintenance. The Director will, from time to time, have authority to request from the HOA a copy of the budget and maintenance schedule, should such Director determine that landscape materials are not being maintained to adequate standards.
10. With respect to all Areas, except for Area 1-C, an irrigation system shall be installed, at the main entranceways into the Real Estate and adjacent to the perimeter right of way, by the Developer of the Area into which such entryway exists. Such system shall be maintained in good working order by the HOA.
11. The following Commitments are made with respect to right-of-way:

- A. With respect to that segment of 136th Street which is north of and contiguous with Area 5-B, Valenti Held shall (i) dedicate a forty-five (45) foot half right-of-way, and (ii) shall also establish a twenty (20) foot landscape easement which may later be utilized by the Town as right-of-way, in which event the Developer shall no longer be required to maintain the twenty (20) foot landscape butter along the northern boundary of area 5-B.
- B. Along the segment of 136th Street north of and contiguous with Area 1-A and the "Proposed School" site, East and the owner of the "Proposed School" site, respectively, shall dedicate a forty-five (45) foot half right-of-way and, further, shall cooperate with the Town to install required mounding as far south, as possible, within the fifty (50) foot landscape easement so that, if the Town later widens 136th Street, the impact on perimeter landscaping will be minimized.
- C. Along the segment of 136th Street south of and contiguous with Area 3, and north of and adjacent to Area 2-B and Area 2-C, Platinum and Pulte, respectively, shall dedicate a forty-five (45) foot half right-of way.
- D. Along those segments of Cyntheanne Road which are contiguous with the Real Estate, the Developer of the contiguous and adjacent Area shall dedicate a sixty (60) foot half right-of-way.
- E. Along those segments of the Real Estate which are contiguous with 126th Street, the Developer of the adjacent and contiguous Area shall dedicate a forty-five (45) half right-of-way, and shall also install a pedestrian trail within the adjacent fifty (50) foot buffer.

Section 11. Binding on Successors. These Commitments are binding on the Developers and owners, and their successors and assigns, of the different Areas, but only with respect to the Area(s) to be developed by such Developer and owned by such owner, unless modified or terminated by the Plan Commission and/or the Council. These Commitments may be modified or terminated only by a decision of the Plan Commission and/or the Council after a public hearing wherein notice as provided by the rules of the Plan Commission has been made. The provisions of this Section 11 notwithstanding, these Commitments shall terminate as to any part or parts of the Real Estate hereafter reclassified (rezoned) on the Town's Official Zone Map.

Section 12. Effective Date. The Commitments contained herein shall be effective as to any particular Area upon the occurrence of all of the following events with respect to such Area:

- (1) The adoption by the Council of Ordinance 021907B;
- (2) The acquisition of such Area by the applicable Developer or its successors and assigns; and
- (3) The commencement of the development of such Area in accordance with the assignment of the requested Britton Falls PUD classification.

Section 13. Recording

The undersigned hereby authorizes the Secretary of the Commission to record these Commitments in the Office of the Recorder of Hamilton County, Indiana.

Section 14. Prior Commitments – The Commitments recorded with the Recorder of Hamilton County, Indiana, as Instrument No. 200600054008 (the ‘Prior Commitments’) shall be of no further force and effect and are replaced and superseded by this Commitment.

Section 15. Enforcement

These Commitments may be enforced by the Commission and the Council, and any property owner within or immediately adjacent to the Real Estate.

IN WITNESS WHEREOF, Pulte Homes of Indiana, LLC, Fishers East, LLC, Platinum Properties, Robert W. Keck and Juanita F. Keck, Valenti Held, and the Roman Catholic Diocese of Lafayette, Indiana, have caused these Commitments to be executed as of the date first written above.

PULTE HOMES OF INDIANA, LLC

By: Gregory W. Huff

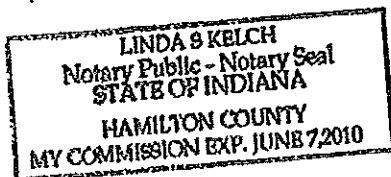
STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared Gregory Huff, the Division President of Pulte Homes LLC, and having been sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 10 day of April, 2007.

My Commission Expires:
June 7, 2010

Linda Kelch
Hamilton, Notary Public



Fishers East, LLC
By Platinum Properties, LLC

By Paul Rioux, Jr.
Paul Rioux, Jr.,
President

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Paul Rioux, Jr., President of Platinum Properties, LLC, the manager of Fishers East, LLC, and having been duly sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 10th day of April, 2007.

My Commission Expires: April 24, 2008
Becky J. Turner
Becky J. Turner, Notary Public

Platinum Properties, LLC

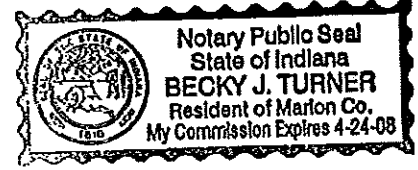
By Paul Rioux, Jr.
Paul Rioux, Jr.,
President

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Paul Rioux, Jr., President of Platinum Properties, LLC, and having been duly sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 10th day of April, 2007.

My Commission Expires: April 24, 2008
Becky J. Turner
Becky J. Turner, Notary Public



Robert W. Keck

By *Robert W. Keck*
Robert W. Keck

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert W. Keck and having been duly sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 9th day of APRIL, 2007.

My Commission Expires:
June 24, 2009

David Compton, Notary Public

Juanita F. Keck

By *Juanita F. Keck*
Juanita F. Keck

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Juanita F. Keck and having been duly sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 9th day of April, 2007.

My Commission Expires:
June 24, 2009

David M. Compton, Notary Public

Valenti-Held Contractor/Developer, Inc.

By Michael Jensen, CFO

STATE OF INDIANA)
) SS:
COUNTY OF Harrison)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael Jensen, CFO of Valenti-Held Contractor/Developer, Inc. and having been duly sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 9th day of April, 2007.

My Commission Expires: June 21, 2009

David M. Compton
[Signature], Notary Public

Roman Catholic Diocese of
Lafayette, Indiana, Inc.

By Robert H. Quinn
Robert H. Quinn

STATE OF INDIANA)
) SS:
COUNTY OF Tippecanoe)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert H. Quinn, the Vice President of the Roman Catholic Diocese of Lafayette, Indiana, Inc. and having been duly sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 10th day of
April, 2007.

My Commission Expires:
March 9, 2015

Kathleen A. Askins
Kathleen A. Askins, Notary Public

County of Residence:
Carroll

Prepared By: Charles D. Frankenger, Nelson & Frankenger, 3105 East 98th Street,
Suite 170, Indianapolis, Indiana 46280 (317) 844-0106.

Pursuant to IC 36-2-11-15(b)(2), 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 -Charles D. Frankenger.



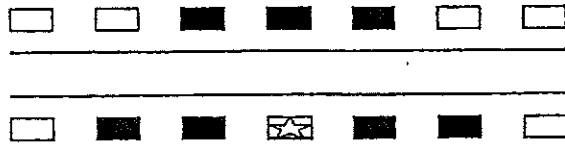
Pulte Homes of Indiana
11590 North Meridian Street, Suite 530
Carmel, IN 46032

Memo

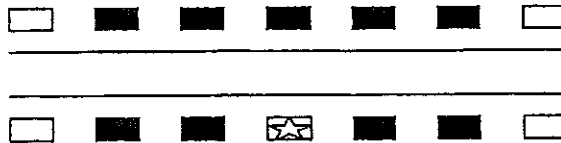
Date: July 29, 2004
To: All Pulte Homes of Indiana Team Members
Cc: Mark Thomas
From: Greg Huff
Re: Monotony Code

In an effort to maintain Pulte's high standard of neighborhood integrity and design, please review the following guidelines relating to our monotony code:

1. Brick packages may not be duplicated for two homesites on each side of the residence on the same side of the street. Also, brick packages may not be duplicated for three houses across the street from a residence. (Please refer to the illustration below.)

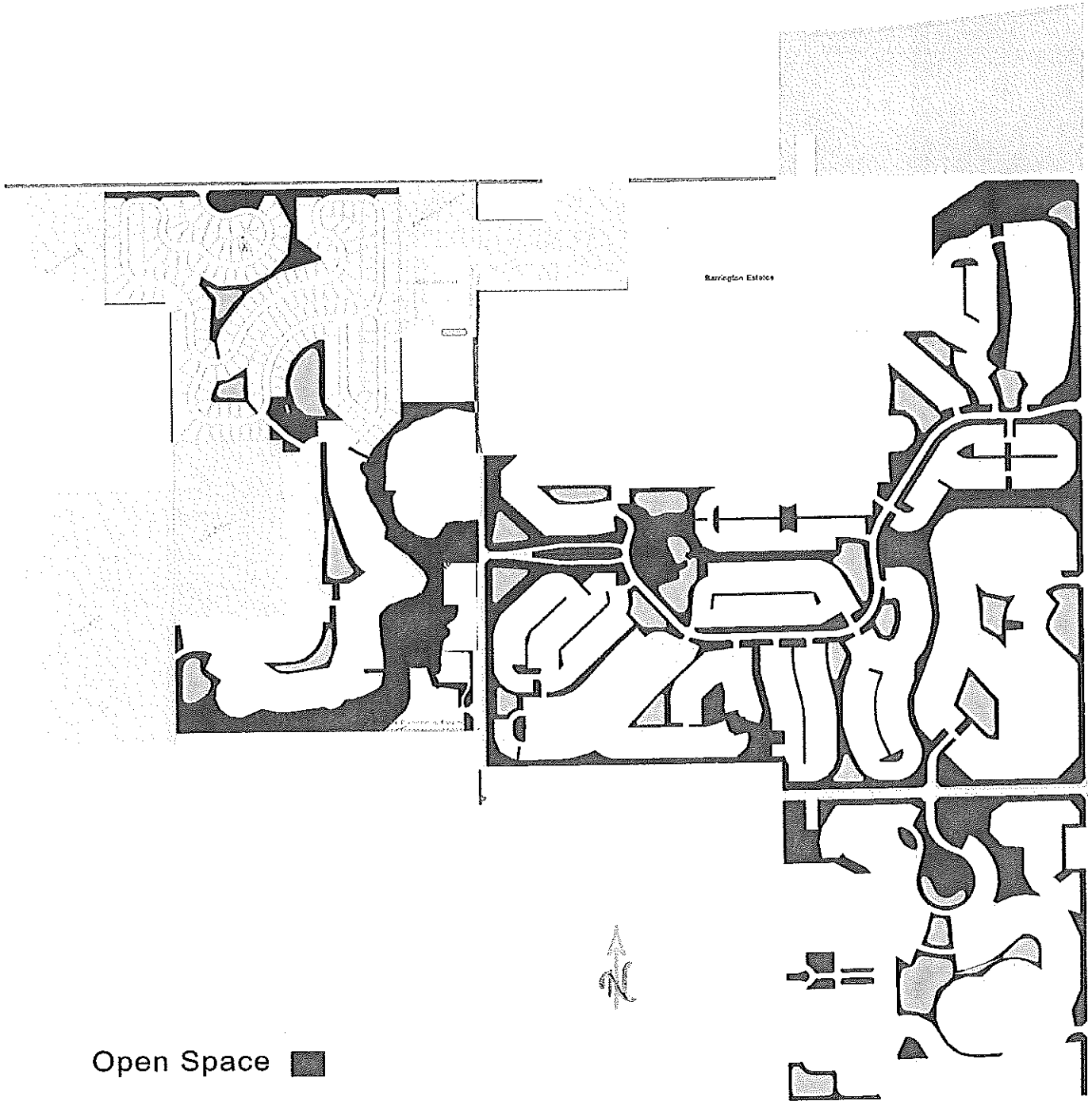


2. Front elevations on the same plan may not be duplicated for two homesites on each side of the residence on the same side of the street. Also, elevations for the same plan may not be duplicated for five houses across the street from the residence. (Please refer to the illustration below.)



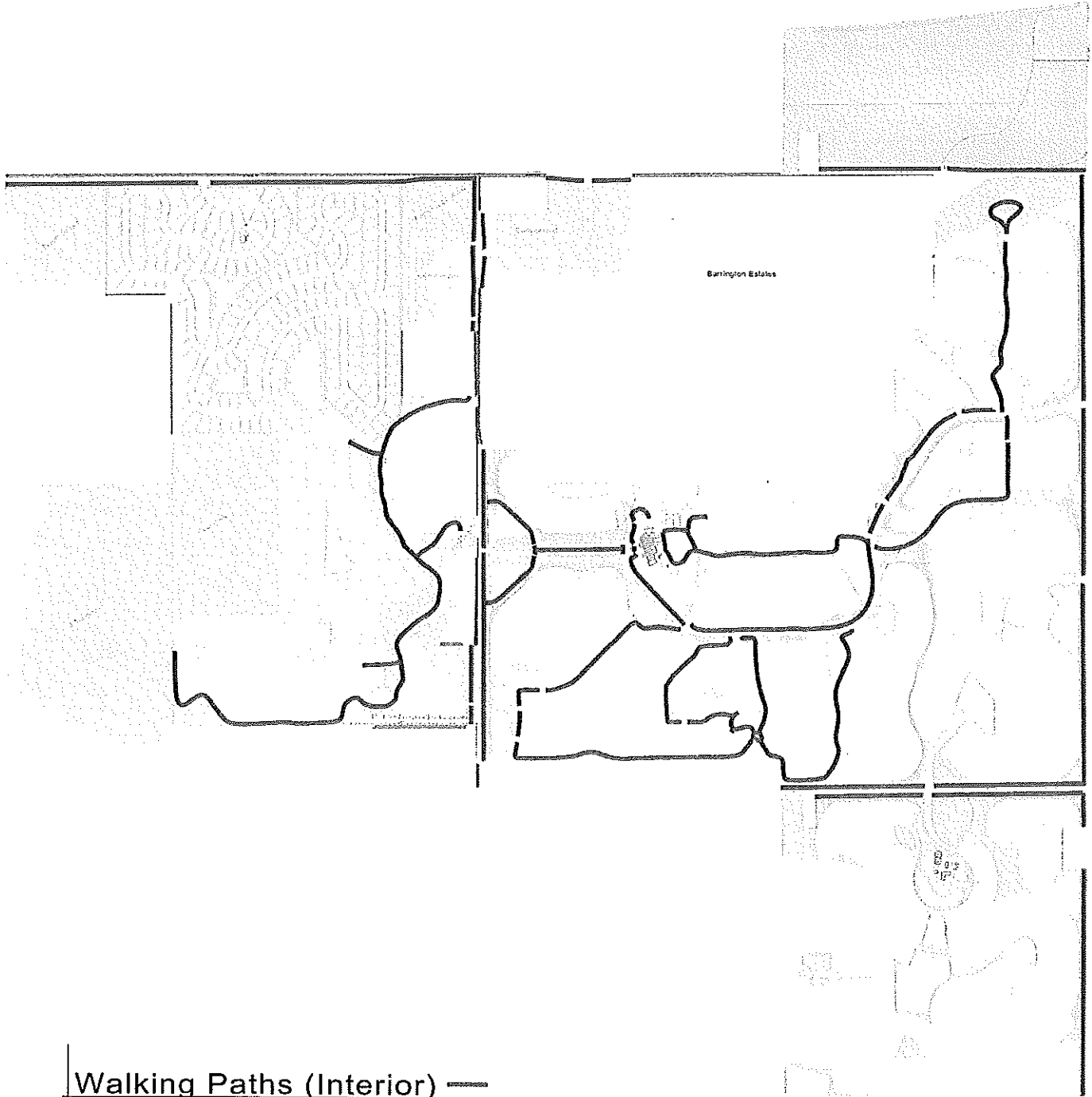
Obviously, not all streets run perfectly straight and we have corner lots and cul-de-sacs to contend with as well. Please use this information as the guideline to help uphold Pulte community standards and solve the unique situations as a community team in your sales and construction meetings.

Open Space Plan



Open Space ■

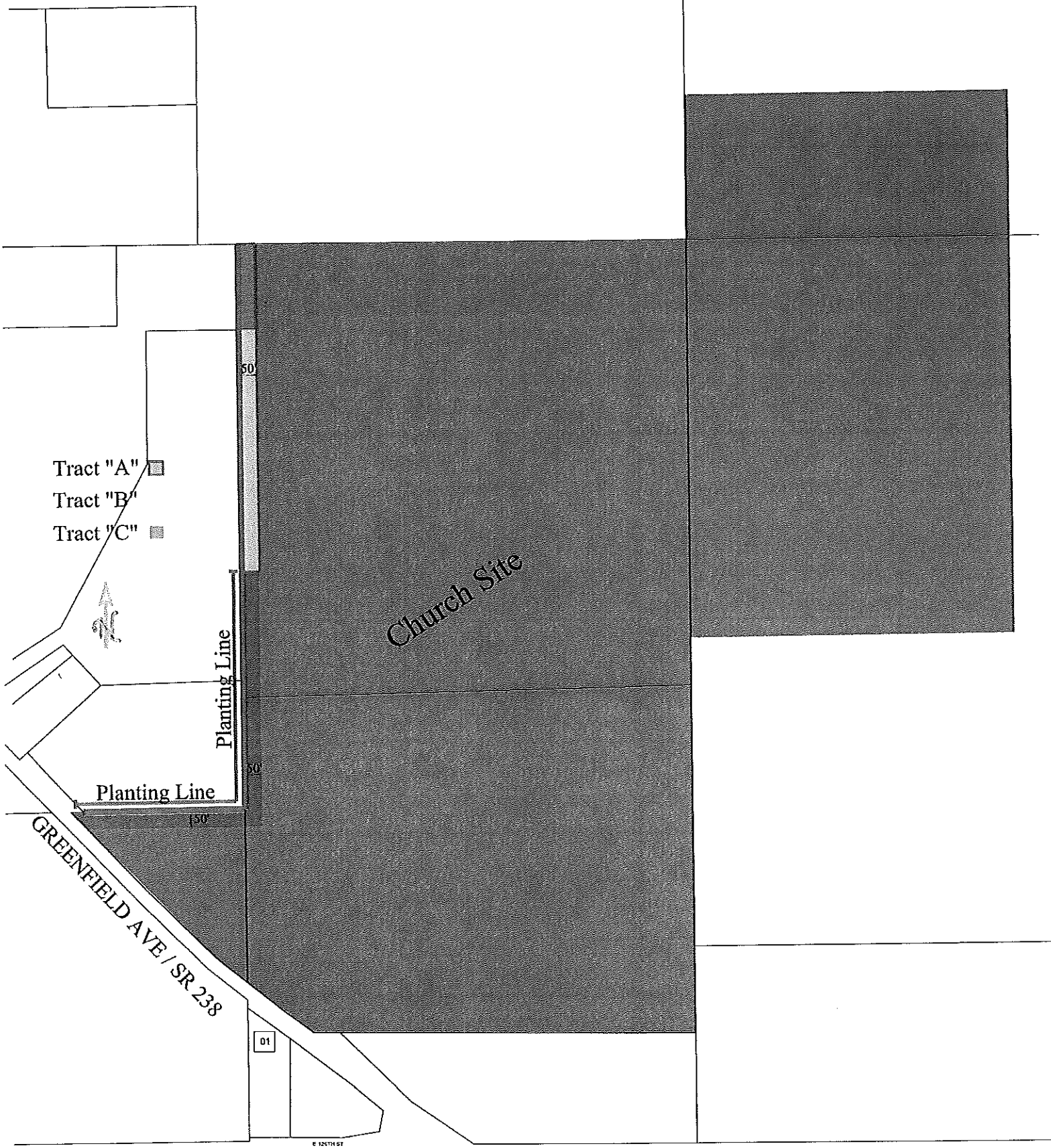
Trails Plan



Walking Paths (Interior) ———
5.6 Miles

Walking Paths (Exterior) - - - -
4.9 Miles

Total Walking Trails 10.5



Tract "A" ■
Tract "B" ■
Tract "C" ■



Planting Line

Planting Line

Church Site

GREENFIELD AVE / SR-238

01

EXHIBIT 1



Overall Description:

A part of the Southeast Quarter of Section 20, Sections 29 and 30, and part of the Northeast Quarter of Section 32, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, and being more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 30; thence North 89 degrees 39 minutes 12 seconds East along the South line of said Section 30 a distance of 2650.24 feet to the Southeast corner of the Southwest Quarter of said Section 30; thence North 00 degrees 29 minutes 51 seconds West along the East line of said Southwest Quarter a distance of 583.17 feet TO THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; thence continuing North 00 degrees 29 minutes 51 seconds West along said East line of said Southwest Quarter and the East line of the Northwest Quarter of said Section 30 a distance of 3745.64 feet; thence South 89 degrees 40 minutes 31 seconds West a distance of 1,437.08 feet to the West line of the East Half of the Northwest Quarter of said Section 30; thence North 00 degrees 21 minutes 48 seconds West along said West line a distance of 1,001.10 feet to the North line of said Northwest Quarter; thence North 89 degrees 40 minutes 07 seconds East along said North line a distance of 1,434.74 feet to the Northeast Corner thereof; thence North 89 degrees 29 minutes 49 seconds East along the North line of the Northeast quarter of said Section 30 a distance of 2,000.81 feet; thence South 00 degrees 13 minutes 55 seconds East parallel with the East line of said Northeast Quarter a distance of 448.00 feet; thence North 89 degrees 29 minutes 32 seconds East a distance of 672.30 feet to said East line; thence North 00 degrees 13 minutes 55 seconds West along said East line a distance of 119.19 feet; thence North 89 degrees 36 minutes 52 seconds East parallel with the North line of the Northwest Quarter of said Section 29 a distance of 596.01 feet; thence North 00 degrees 22 minutes 54 seconds West a distance of 329.00 feet to the North line of said Northwest Quarter; thence North 89 degrees 36 minutes 52 seconds East along said North line a distance of 727.25 feet to the East line of the West Half of said Northwest Quarter Section; thence South 00 degrees 10 minutes 26 seconds East along said East line a distance of 936.38 feet; thence South 89 degrees 36 minutes 52 seconds West parallel with said North line a distance of 1,321.46 feet to the West line of the Northwest Quarter of said Section 29; thence South 00 degrees 13 minutes 55 seconds East along said West line a distance of 397.88 feet; thence South 89 degrees 34 minutes 18 seconds West a distance of 1,333.46 feet to the West line of the East Half of the Northeast Quarter of said Section 30; thence South 00 degrees 21 minutes 52 seconds East along said West line a distance of 1,332.21 feet to the South line of said Northeast Quarter; thence South 89 degrees 39 minutes 05 seconds West along said South line a distance of 89.79 feet; thence South 00 degrees 16 minutes 37 seconds East a distance of 1,000.74 feet; thence North 89 degrees 39 minutes 22 seconds East a distance of 329.35 feet; thence South 00 degrees 16 minutes 20 seconds East a distance of 407.74 feet; thence North 88 degrees 46 minutes 35 seconds East a distance of 1,090.88 feet to the West line of the Southwest Quarter of said Section 29; thence North 00 degrees 16 minutes 20 seconds West along said West line a distance of 1392.02 feet to the Northwest corner thereof; thence North 00 degrees 13 minutes 55 seconds West along the West line of the Northwest Quarter of said Section 29 a distance of 301.12 feet; thence North 89 degrees 25 minutes 42 seconds East parallel with the North line of said Southwest Quarter a distance of 1,320.03 feet to the East line of the West Half of the Northwest Quarter of said Section 29; thence South 00 degrees 10 minutes 26 seconds East along said East line a distance of 301.13 feet to the South line of said Northwest Quarter; thence North 89 degrees 25 minutes 42 seconds East along said South line a distance of 1,983.20 feet to the West line of the East Half of the Southwest Quarter of the Northeast Quarter of said Section 29; thence North 00

degrees 10 minutes 51 seconds West along said West line a distance of 1,328.39 feet to the Northwest corner thereof; thence North 89 degrees 32 minutes 55 seconds East along the North line of said East Half of the Southwest Quarter of the Northwest Quarter a distance of 662.11 feet to the Northeast corner thereof; thence North 00 degrees 14 minutes 19 seconds West along the West line of the Northeast Quarter of said Northeast Quarter of said Section 29 a distance of 969.36 feet to Thorpe Creek; thence northeasterly and easterly along said Thorpe Creek by the next sixteen (16) courses: 1) North 48 degrees 41 minutes 52 seconds East 8.93 feet; 2) North 53 degrees 03 minutes 19 seconds East 109.41 feet; 3) thence North 55 degrees 37 minutes 16 seconds East 197.66 feet; 4) North 59 degrees 00 minutes 44 seconds East 119.63 feet; 5) North 36 degrees 59 minutes 13 seconds East 30.24 feet; 6) North 59 degrees 35 minutes 57 seconds East 94.58 feet; 7) North 76 degrees 25 minutes 13 seconds East 34.93 feet; 8) North 85 degrees 27 minutes 58 seconds East 94.15 feet; 9) North 88 degrees 35 minutes 56 seconds East 150.53 feet; 10) North 81 degrees 57 minutes 54 seconds East 24.69 feet; 11) South 82 degrees 40 minutes 18 seconds East 64.66 feet; 12) North 84 degrees 37 minutes 59 seconds East 42.04 feet; 13) South 67 degrees 13 minutes 58 seconds East 48.12 feet; 14) North 87 degrees 00 minutes 13 seconds East 31.00 feet; 15) North 75 degrees 05 minutes 52 seconds East 34.88 feet; 16) North 41 degrees 06 minutes 27 seconds East 47.99 feet to the North line of said Half Quarter Section, said line also being the South line of the Southeast Quarter of said Section 20; thence South 89 degrees 40 minutes 11 seconds West along the South line of said Quarter Section a distance of 2,331.92 feet to the Southwest corner of said Quarter Section; thence North 00 degrees 05 minutes 54 seconds East along the West line of said Quarter Section a distance of 1,283.09 feet to the southerly right-of-way line of Interstate 69 as established per the right-of-way plans for State Highway "I" Project No. 69-1(36)12 R/W and a point on a curve concave northerly, the radius point of said curve being North 00 degrees 53 minutes 42 seconds West 14,453.58 feet from said point; thence along said southerly right-of-way line of Interstate 69 as established per the right-of-way plans for State Highway "I" Project No. 69-1(36)12 R/W by the next three (3) calls; 1) easterly along said curve 146.16 feet to the point of tangency of said curve, said point being South 01 degrees 28 minutes 28 seconds West 14,453.98 feet from said point; 2) easterly along said curve 1,345.84 feet to the point of tangency of said curve, said point being South 06 degrees 48 minutes 34 seconds East 14,453.98 feet from the radius point of said curve; 3) North 83 degrees 11 minutes 27 seconds East 1,169.86 feet to the East line of said Quarter Section; thence South 00 degrees 20 minutes 11 seconds West along said East line a distance of 1,506.77 feet to the Southeast corner thereof; thence South 00 degrees 21 minutes 25 seconds East along the East line of the East Half of the Northeast Quarter of said Section 29 a distance of 2,648.42 feet to the Southeast corner thereof, said point also being the Northeast corner of the Southeast Quarter of said Section 29; thence South 00 degrees 23 minutes 11 seconds East along the East line of said Southeast Quarter a distance of 2,667.43 feet to the Southeast corner thereof, said point also being the Northeast corner of the Northeast Quarter of said Section 32; thence South 00 degrees 07 minutes 59 seconds East along the East line of said Northeast Quarter a distance of 331.40 feet; thence South 89 degrees 05 minutes 59 seconds West a distance of 210.30 feet parallel with the North line of said Northeast Quarter; thence South 00 degrees 07 minutes 59 seconds East parallel with said East line of the Northeast Quarter a distance of 361.20 feet; thence North 89 degrees 05 minutes 59 seconds East parallel with said North line a distance of 210.30 feet to said East Section line; thence South 00 degrees 07 minutes 59 seconds East along said East Section line a distance of 1,969.19 feet to the Southeast corner thereof; thence South 89 degrees 15 minutes 18 seconds West along the South line of said Northeast Quarter a distance of 2,626.80 feet to the Southwest corner thereof; thence North 00 degrees 59 minutes 06 seconds West along the West line of said

Northeast Quarter a distance of 2,654.44 feet to the Northwest corner thereof, said point also being the Southwest corner of the Southeast Quarter of said Section 29 said point also being the Southeast corner of the Southwest Quarter of said Section 29; thence North 00 degrees 07 minutes 20 seconds West along the East line of said Southwest Quarter a distance of 288.16 feet; thence South 89 degrees 25 minutes 42 seconds West parallel with the North line of said Southwest Quarter a distance of 2,633.19 feet to the West line of said Southwest Quarter; thence North 00 degrees 16 minutes 20 seconds West along said West line a distance of 309.38 feet; thence South 89 degrees 37 minutes 51 seconds West a distance of 2,652.54 feet to the place of beginning, containing 915.67 acres, more or less.

EXCEPT:

Warranty Deed: Instrument Number 92-32609

Beginning at a point 200.00 feet North 90 degrees 00 minutes 00 seconds East (assumed bearing) from the Northwest corner of the Northeast Quarter of Section 32, Township 18 North, Range 6 East and on the North line thereof; thence continuing North 90 degrees 00 minutes 00 seconds East on and along said North line 100.00 feet; thence South 00 degrees 21 minutes 10 seconds West parallel with the West line of said Northeast Quarter 300.00 feet; thence South 90 degrees 00 minutes 00 seconds West parallel with said North line 100.00 feet; thence North 00 degrees 21 minutes 10 seconds East parallel with said West line 300.00 feet to the place of beginning. Containing 0.689 acres more or less.

Note: Description was prepared at client's request based upon ALTA/ACSM Land Title Surveys prepared by Stoepelwerth & Associates, Inc and record land descriptions and is therefore subject to a complete and accurate boundary survey.

S:\50755\Legal\SecondOverallDescription10-19-05.rtf

A part of the Southwest Quarter of Section 30, Township 18 North, Range 6 East, in Fall Creek Township, Hamilton County, Indiana, and being more particularly described as follows:

Beginning at the Northeast corner of the said Quarter; thence on and along the East line thereof, South 00 degrees 01 Minutes 45 seconds (assumed bearing) 2338.47 feet; thence parallel with the South line of the said Quarter, North 90 degrees 00 minutes 00 seconds West 1148.89 feet to the centerline of S.R. #238; thence on and along the said centerline, North 53 degrees 01 Minutes 18 Seconds West 124.00 feet; thence continuing on and along the said centerline, Northwesterly 468.91 feet on an arc to the right having a radius of 2817.49 feet, and being subtended by a long chord having a bearing of North 48 Degrees 15 Minutes 14 Seconds West and a length of 468.37 feet; thence continuing on and along the said centerline, North 43 Degrees 29 Minutes 09 Seconds West 384.60 feet; thence leaving the said centerline, South 89 Degrees 53 Minutes 06 Seconds East 533.07 feet to the West line, of the East half, of the said Southwest Quarter; thence on and along the said West line, North 00 Degrees 00 Minutes 48 Seconds West 1675.28 feet to the North line of the said Quarter; thence on and along the said North line, South 89 Degrees 54 Minutes 48 Seconds East 1328.21 feet to the point of beginning. Contains 74.435 acres more or less.

Keck Legal #1

That Part of the Southeast one-quarter of Section 30, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Southeast one-quarter; thence South 89°39'07" West 993.78 feet along the North line of said Southeast one-quarter to the TRUE PLACE OF BEGINNING; thence South 14°06'39" East 52.59 feet; thence South 33°11'57" East 127.06 feet; thence South 28°02'40" East 179.85 feet; thence South 16°05'10" East 37.55 feet; thence South 01°44'12" West 39.83 feet; thence South 08°04'40" East 34.36 feet; thence South 32°35'49" East 35.00 feet; thence South 49°46'29" East 264.19 feet; thence South 46°20'56" East 96.94 feet; thence South 38°54'32" East 53.21 feet; thence South 24°06'19" East 36.03 feet; thence South 03°18'46" East 37.12 feet; thence South 16°44'04" West 39.48 feet; thence South 39°43'45" West 72.88 feet; thence South 59°28'23" West 73.72 feet; thence South 71°47'02" West 144.36 feet; thence South 59°43'21" West 107.52 feet; thence South 38°00'25" West 98.81 feet; thence South 02°32'48" East 107.12 feet; thence South 08°32'00" East 186.34 feet; thence South 88°46'35" West 232.43 feet; thence North 00°16'20" West 418.52 feet; thence South 89°39'07" West 317.27 feet; thence North 00°16'20" West 990.00 feet to a point of the North line of said Southeast one-quarter; thence North 89°39'07" East 414.22 feet along said North line to the place of beginning. Area contains 17.66 acres more or less.

Keck Legal #2

That part of the Southeast one-quarter of Section 30, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Southeast one-quarter, thence South 89°39'07" West 704.88 feet along the North line of said Southeast one-quarter to the TRUE PLACE OF BEGINNING; thence South 32°40'16" West 38.47 feet; thence South 21°30'45" West 41.29 feet; thence South 07°16'59" West 43.37 feet; thence South 02°54'15" East 60.97 feet; thence South 14°24'27" East 51.14 feet; thence South 25°31'33" East 43.12 feet; thence South 36°47'59" East 54.57 feet; thence South 47°23'38" East 97.56 feet; thence South 61°43'18" East 72.55 feet; thence South 79°05'43" East 70.35 feet; thence North 78°46'18" East 42.16 feet; thence North 50°04'47" East 44.87 feet; thence North 32°08'45" East 123.74 feet; thence North 66°02'59" East 20.86 feet; thence North 88°03'17" East 126.13 feet; thence South 70°49'02" East 28.41 feet; thence South 49°50'41" East 25.08 feet; thence South 09°18'26" East 22.06 feet; thence South 18°07'24" West 21.23 feet; thence South 64°05'13" West 22.74 feet; thence South 81°07'28" West 69.33 feet; thence South 70°36'43" West 40.28 feet; thence South 56°29'02" West 56.48 feet; thence South 21°05'16" West 54.43 feet; thence South 05°19'14" West 49.24 feet; thence South 23°58'30" West 26.34 feet; thence South 57°25'33" West 67.67 feet; thence South 10°05'17" West 24.44 feet; thence South 18°12'07" East 53.34 feet; thence South 36°20'49" East 78.06 feet; thence South 00°01'06" East 286.33 feet; thence North 89°39'00" East 106.46 feet; thence South 00°14'27" West 79.68 feet; thence South 18°56'05" West 36.85 feet; thence South 37°13'18" West 40.85 feet; thence South 46°50'49" West 58.27 feet; thence South 26°59'10" West 22.87 feet; thence South 06°49'29" East 15.13 feet; thence South 25°46'56" East 17.44 feet; thence South 07°35'56" East 21.86 feet; thence South 20°50'07" West 20.35 feet; thence South 56°19'30" West 32.56 feet; thence South 36°15'09" West 28.75 feet; thence South 15°54'58" West 37.55 feet; thence South 03°43'17" West 52.00 feet; thence South 88°46'35" West 131.25 feet; thence North 66°57'01" West 20.35 feet; thence North 86°00'30" West 14.25 feet; thence South 85°42'14" West 21.68 feet; thence South 76°11'35" West 39.00 feet; thence South 88°46'35" West 292.76 feet; thence North 08°32'00" West 186.34 feet; thence North 02°32'48" West 107.12 feet; thence North 38°00'25" East 98.81 feet; thence North 59°43'21" East 107.52 feet; thence North 71°47'02" East 144.36 feet; thence North 59°28'23" East 73.72 feet; thence North 39°43'45" East 72.88 feet; thence North 16°44'04" East 39.48 feet; thence North 03°18'46" West 37.12 feet; thence North 24°06'19" West 36.03 feet; thence North 38°54'32" West 53.21 feet; thence North 46°20'56" West 96.94 feet; thence North 49°46'29" West 264.19 feet; thence North 32°35'49" West 35.00 feet; thence North 08°04'40" West 34.36 feet; thence North 01°44'12" East 39.83 feet; thence North 16°05'10" West 37.55 feet; thence North 28°02'40" West 179.85 feet; thence North 33°11'57" West 127.06 feet; thence North 14°06'39" West 52.59 feet to a point on the North line of said Southeast one-quarter; thence North 89°39'07" East 288.90 feet along said North line to the place of beginning. Area contains 11.85 acres more or less.

Keck Legal #3

LAND DESCRIPTION:

That part of the Southeast one-quarter of Section 30, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Southeast one-quarter; thence South $00^{\circ}16'20''$ east 274.38 feet along the East line of said Southeast one-quarter to the TRUE PLACE OF BEGINNING; thence continuing along said East line South $00^{\circ}16'20''$ East 345.56 feet; thence South $89^{\circ}13'56''$ West 302.23 feet; thence South $00^{\circ}01'06''$ East 81.52 feet; thence North $36^{\circ}20'49''$ West 78.06 feet; thence North $18^{\circ}12'07''$ West 53.34 feet; thence North $10^{\circ}05'17''$ East 24.44 feet; thence North $57^{\circ}25'33''$ East 67.67 feet; thence North $23^{\circ}58'30''$ East 26.34 feet; thence North $05^{\circ}19'14''$ East 49.24 feet; thence North $21^{\circ}05'16''$ East 54.43 feet; thence North $56^{\circ}29'02''$ East 56.48 feet; thence North $70^{\circ}36'43''$ East 40.28 feet; thence North $81^{\circ}07'28''$ East 69.33 feet; thence North $64^{\circ}05'13''$ East 22.74 feet; thence North $18^{\circ}07'24''$ East 21.23 feet; thence North $09^{\circ}18'26''$ West 22.06 feet; thence North $49^{\circ}50'41''$ West 25.08 feet; thence North $70^{\circ}49'02''$ West 28.41 feet; thence North $89^{\circ}43'40''$ East 136.26 feet to the place of beginning. Area contains 2.05 acres more or less.

MOSS
LEGAL DESCRIPTION #2

That Part of the northeast one-quarter of Section 30, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast one-quarter; thence South 00°13'55" East 1889.63 feet along the East line of said Northeast one-quarter; thence South 89°34'18" West 598.92 feet to the TRUE PLACE OF BEGINNING; thence South 42°24'36" West 61.01 feet; thence South 30°32'53" West 44.11 feet; thence South 20°20'35" West 77.62 feet; thence South 29°37'56" West 50.06 feet South 37°24'24" West 38.77 feet; thence South 40°44'47" West 119.76 feet; thence South 38°42'06" West 37.72 feet; thence South 33°09'01" West 38.24 feet; thence South 19°48'35" West 29.57 feet; thence South 13°04'23" West 92.22 feet; thence South 25°05'40" west 28.68 feet; thence South 54°12'40" West 29.31 feet; thence south 80°41'21" West 26.25 feet; thence North 84°12'08" West 49.59 feet; thence South 81°27'28" West 14.56 feet; thence South 57°28'36" West 21.20 feet; thence South 09°50'48" West 28.59 feet; thence South 19°40'18" East 32.20 feet; thence South 23°33'38" East 59.90 feet; thence South 09°55'32" East 39.36 feet; thence South 05°54'06" East 72.40 feet to a point on the South line of said Northeast one-quarter; thence South 89°39'07" West 336.59 feet along said South line to a point on the West line of the East one-half of said Northeast one-quarter; thence North 00°21'52" West 776.64 feet along said West line; thence North 89°34'18" East 733.26 feet to the place of beginning. Area contains 8.65 acres more or less.

MOSS
LEGAL DESCRIPTION

That part of the Northeast one-quarter of Section 30, Township 18 North, Range 6 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast one-quarter; thence South 00°13'55" East 1889.63 feet along the East line of said Northeast one-quarter; thence South 89°34'18" West 60.00 feet to the TRUE PLACE OF BEGINNING; thence South 00°13'55" East 99.71 feet; thence North 79°54'49" West 95.35 feet; thence North 68°36'26" West 33.58 feet; thence North 85°40'00" West 38.84 feet; thence South 84°31'27" West 44.42 feet; thence South 72°55'13" West 30.76 feet; thence South 61°23'38" West 74.91 feet; thence South 67°38'45" West 52.93 feet; thence South 78°40'26" West 41.60 feet; thence South 67°02'11" West 125.52 feet; thence South 44°00'53" West 56.75 feet; thence South 69°26'00" West 69.71 feet; thence South 54°26'46" West 70.18 feet; thence South 30°37'45" West 58.75 feet; thence South 20°05'31" West 45.24 feet; thence South 10°49'52" West 32.99 feet; thence South 05°06'01" West 76.49 feet; thence South 14°55'41" West 11.24 feet; thence South 89°30'07" West 1.39 feet; thence south 03°59'37" West 270.76 feet to a point on the South line of the Northeast one-quarter of said Section 30; thence south 89°30'07" West 179.03 feet along said South line; North 05°54'06" West 72.40 feet thence North 09°55'32" West 39.36 feet; thence North 23°33'38" West 59.90 feet; thence North 19°40'18" West 32.20 feet; thence North 09°50'48" East 28.59 feet; thence North 57°28'36" East 21.20 feet; thence North 81°27'28" East 14.56 feet; thence South 84°12'08" East 49.59 feet; thence North 54°12'40 East 29.31 feet; thence North 25°05'40" East 28.68 feet; thence North 13°04'23" East 92.22 feet; thence North 19°48'35 East 29.57 feet; thence north 33°09'01" East 38.24 feet; thence North 38°42'06" East 37.72 feet; thence North 40°44'47" East 119.76 feet; thence North 37°22'24" East 38.77 feet; thence North 29°37'56" East 50.06 feet; thence North 20°20'35" East 77.62 feet; thence North 30°32'53" East 44.11 feet; thence North 42°24'36" East 61.01 feet; thence North 89°34'18" East 538.92 feet to the place of beginning. Area contains 3.60 acres more or less.

EXHIBIT "A"

Legal Description:

A part of the Northeast Quarter of Section 30, Township 18 North, Range 6 East of Hamilton County, State of Indiana, described as follows:

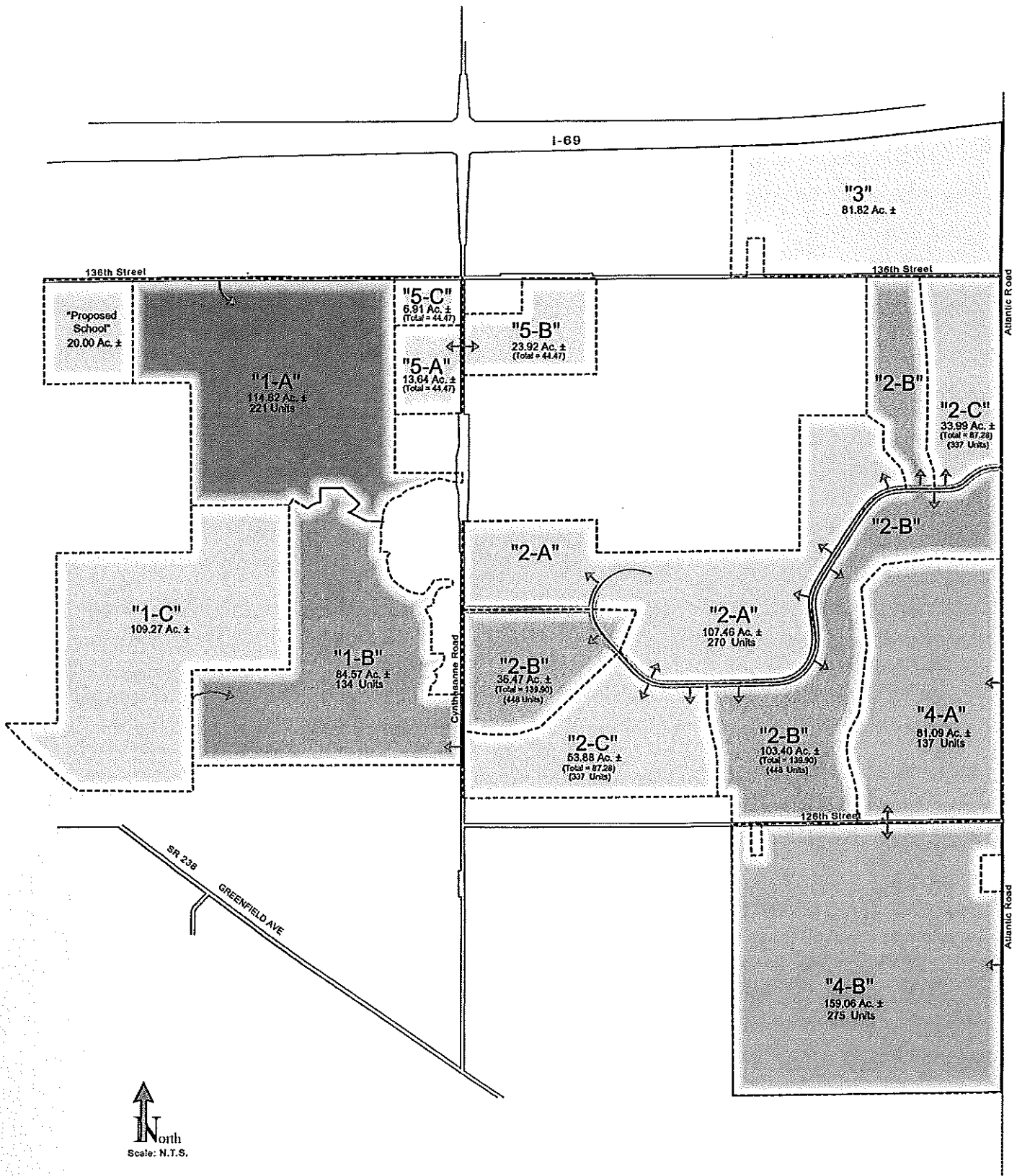
Begin at the Northeast corner of the Northeast Quarter of said Section 30 and run thence South on and along the East line of said Northeast Quarter 448.0 feet to a point; thence West 672.3 feet; thence North 448.0 feet to the North line of said Quarter Section; thence East 672.3 feet to the place of beginning.

This Instrument Recorded 5-24-1993
Shera K. Cherry, Recorder, Hamilton County, IN

9324547

American Land Title Association

EXHIBIT 2




 North
 Scale: N.T.S.



Reference page added March 21, 2011.

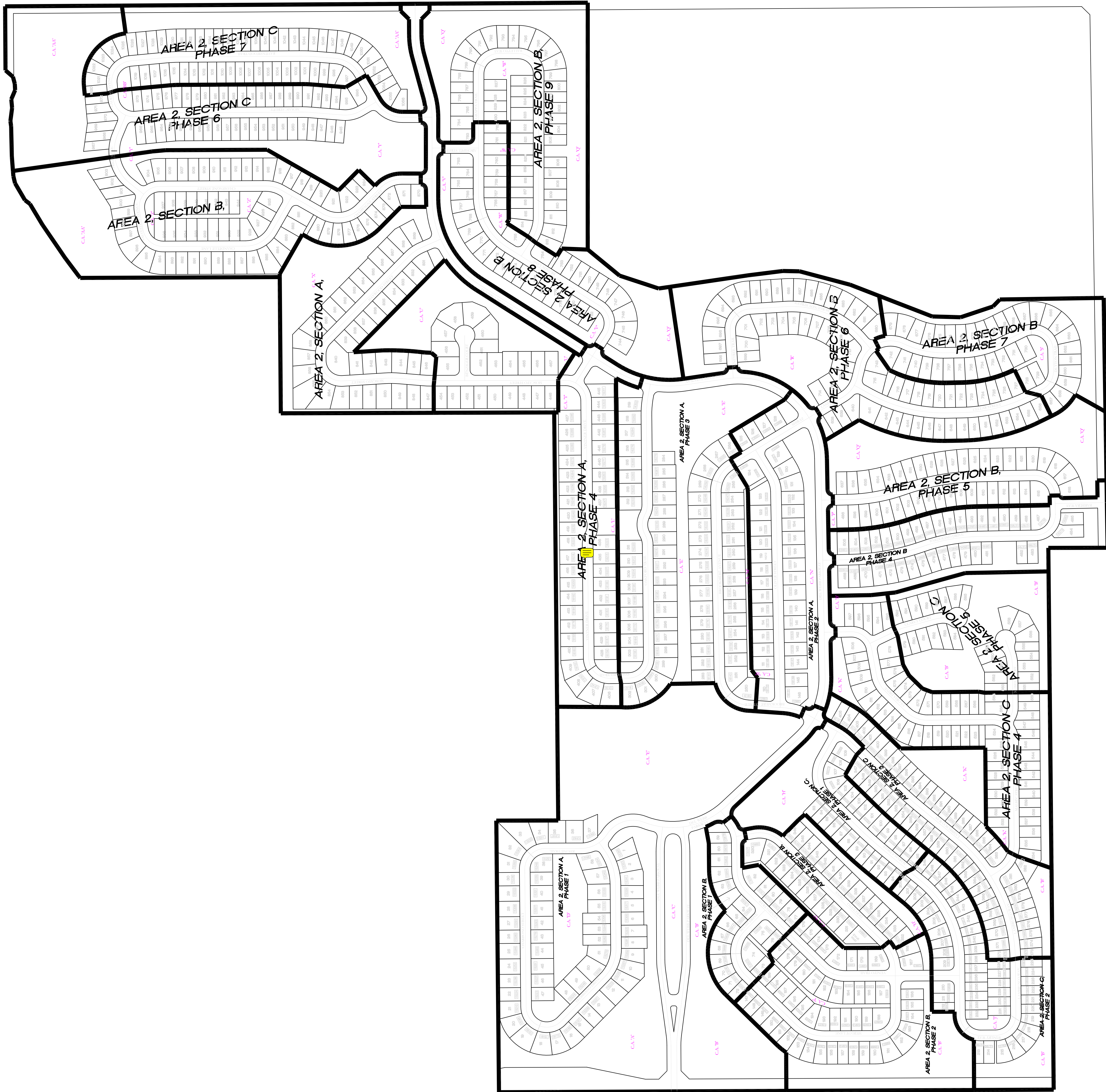
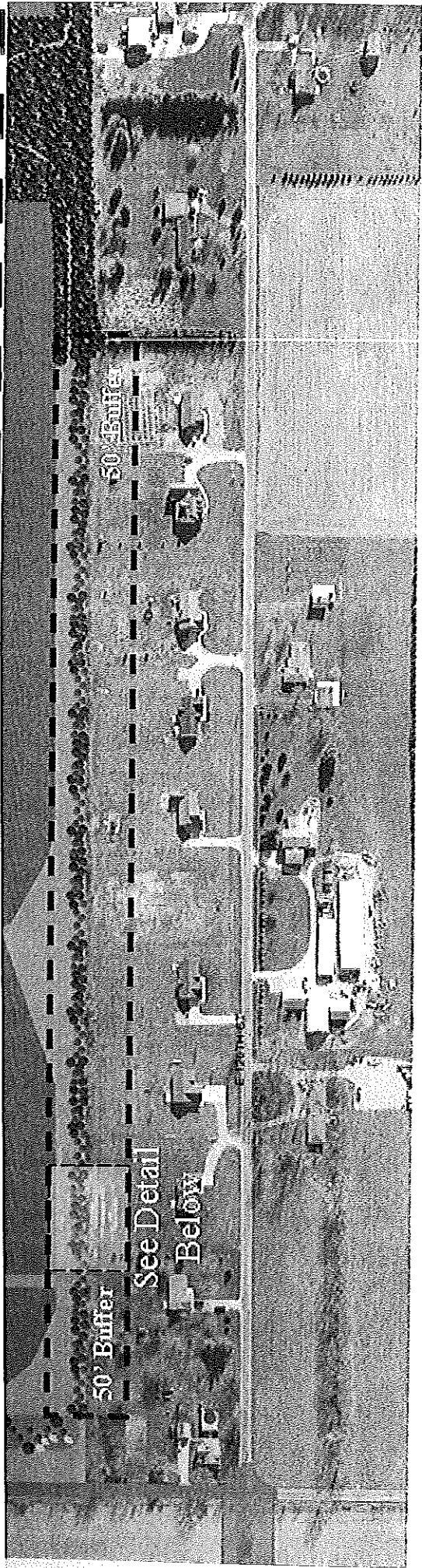
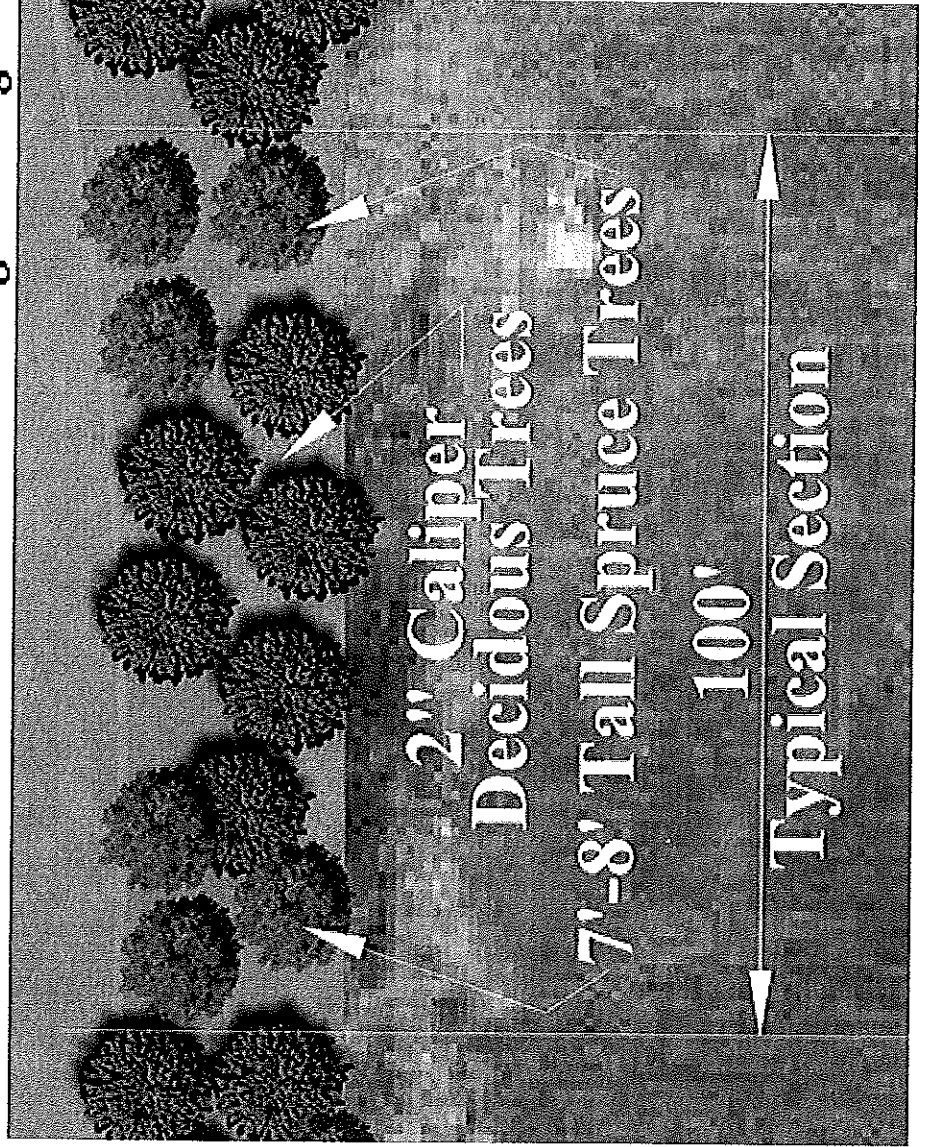


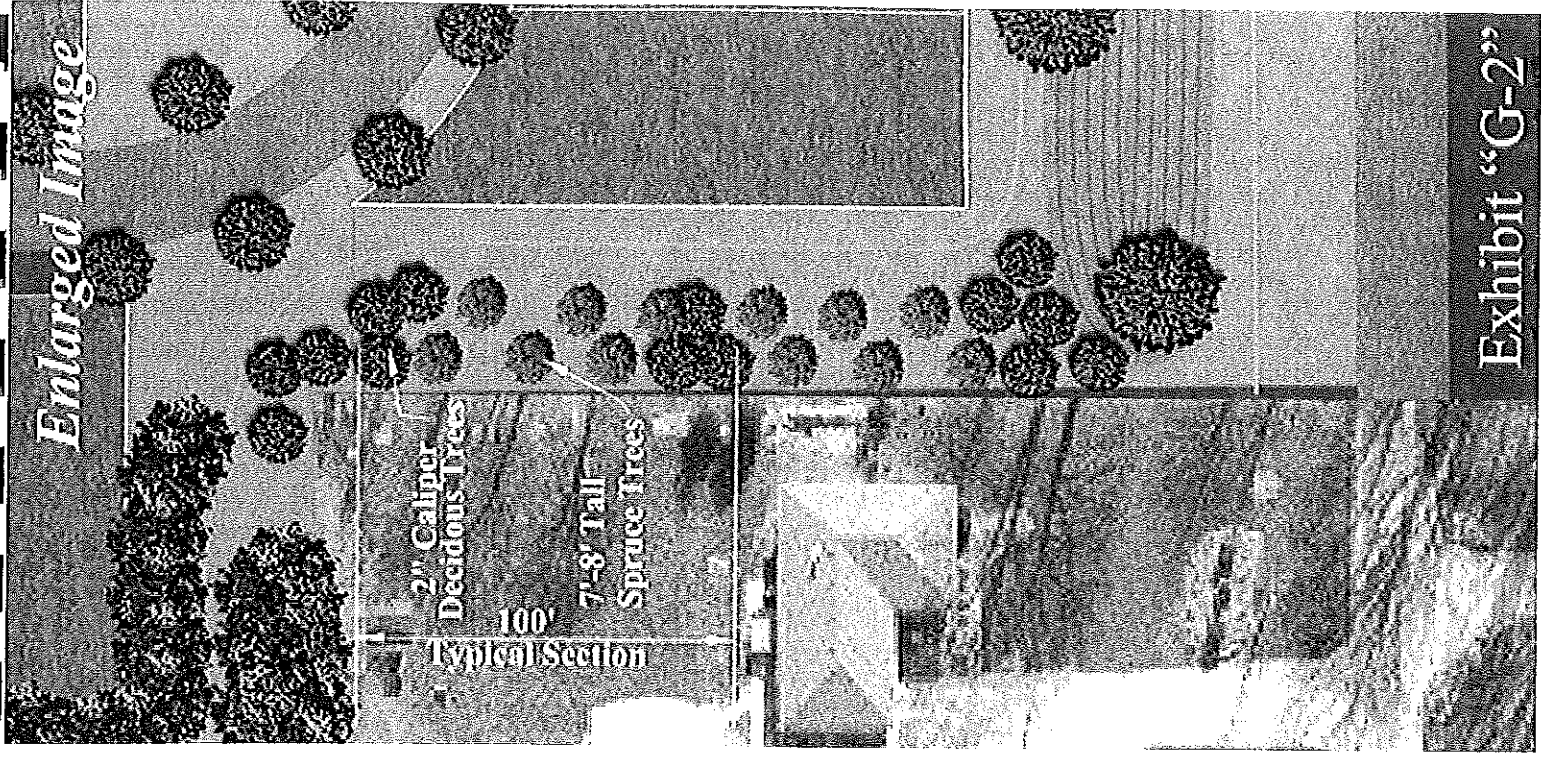
EXHIBIT 3



Enlarged Image

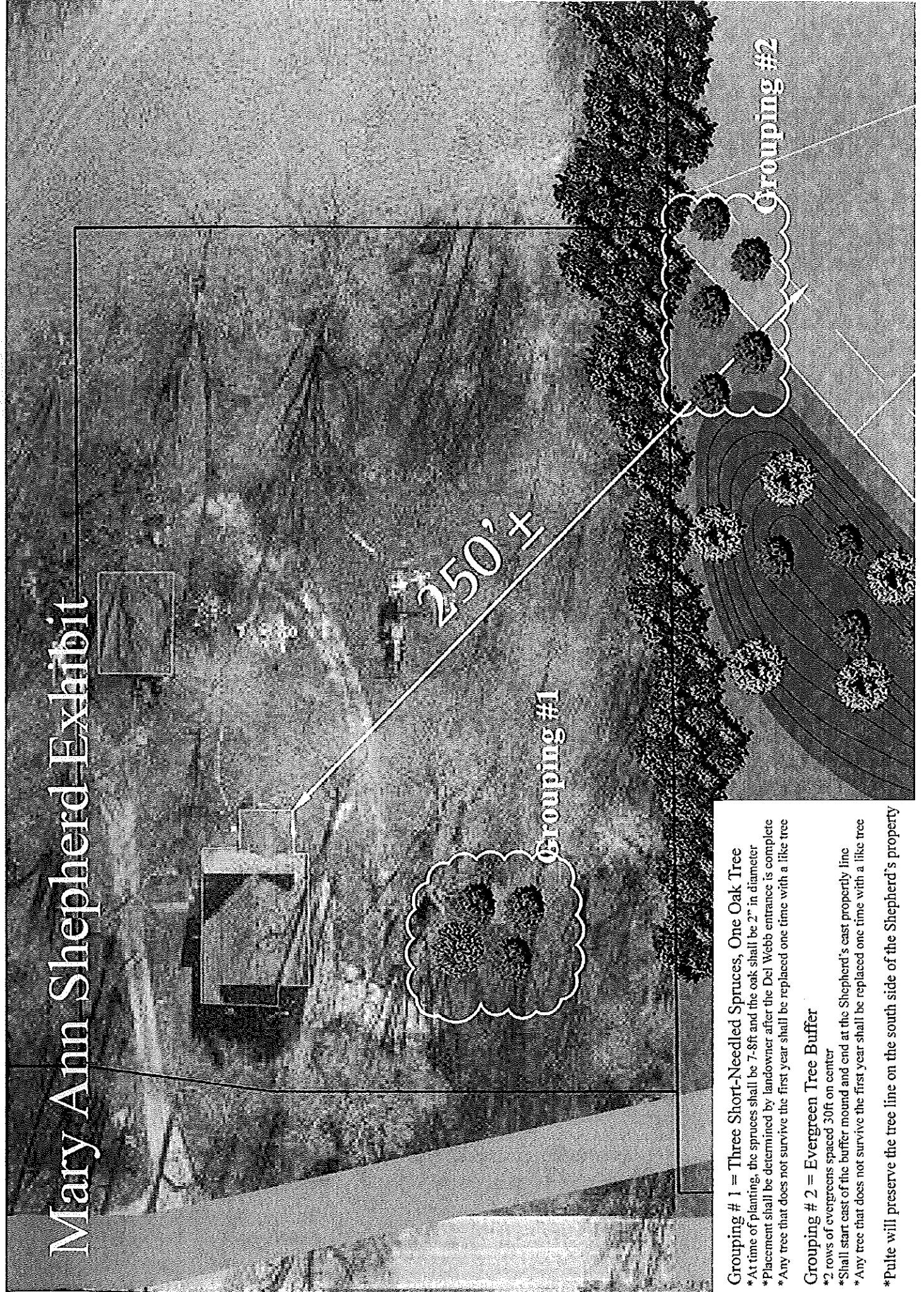


50' common area buffer
 with 12 trees every 100'
 (50% deciduous trees,
 50% evergreen trees)



50' common area buffer
 with 12 trees every 100'
 (50% deciduous trees,
 50% evergreen trees)

Mary Ann Shepherd Exhibit



250' ±

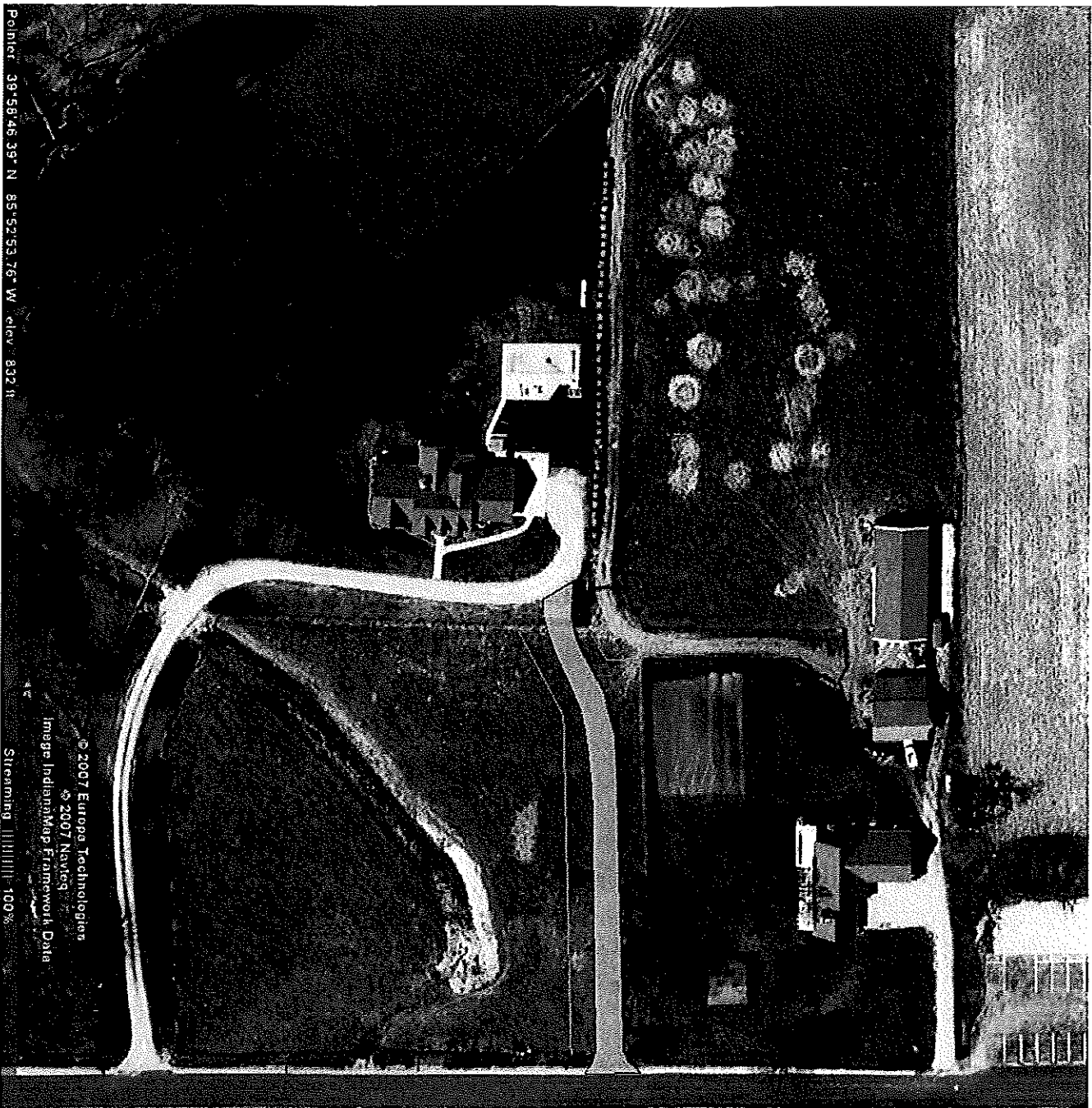
Grouping #1

Grouping #2

- Grouping # 1 = Three Short-Needled Spruces, One Oak Tree**
 - *At time of planting, the spruces shall be 7-8ft and the oak shall be 2" in diameter
 - *Placement shall be determined by landowner after the Del Webb entrance is complete
 - *Any tree that does not survive the first year shall be replaced one time with a like tree
- Grouping # 2 = Evergreen Tree Buffer**
 - *2 rows of evergreens spaced 30ft on center
 - *Shall start east of the buffer mound and end at the Shepherd's east property line
 - *Any tree that does not survive the first year shall be replaced one time with a like tree
- *Pulte will preserve the tree line on the south side of the Shepherd's property

EXHIBIT 4

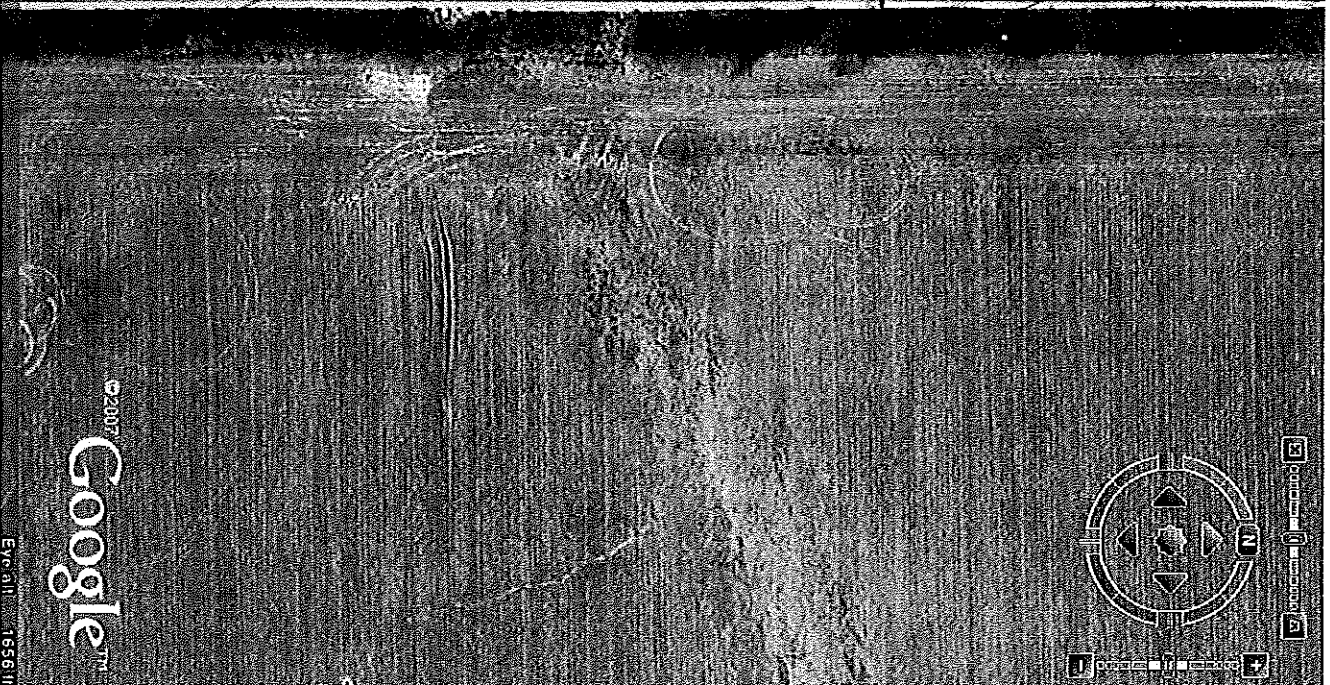
EXHIBIT 5



Point: 39°56'46.39" N 85°52'53.76" W elev: 832 ft

© 2007 Europa Technologies
© 2007 Navteq
Image: InlandMap, Earthstar, Data

Streaming 100%



© 2007
Google™

Eye alt: 1656 ft

EXHIBIT 6

THE RESERVE at GRAY EAGLE

QUALITY FEATURES INCLUDED IN ALL CLASSIC SERIES HOMES

BASEMENTS INCLUDED - ALL HOMES

ENERGY SAVINGS FEATURES:

- Two-step energy seal process through-out entire home to reduce air infiltration
- Low "E" windows
- 90% high efficiency gas furnace with air conditioning
- 48 gallon Power shot water heater
- Insulated foam sheathing board with building paper housewrap and fiberglass batt insulation exterior wall system
- Fiberglass batt insulation in all cantilevers and bays
- Blown fiberglass insulation in all heated ceiling areas
- Outside air induction on all furnace systems
- Ridge and soffit vent system for maximum attic ventilation

SUPERIOR EXTERIOR FEATURES:

- Fiber Cement Siding
- Insulated fiberglass entry door with full weather stripping and dead bolt
- Spacious insulated 2 car Garage with drywall and prime painted finish
- Dual glazed vinyl windows with decorative grids on front of home
- Garage door opener prewire
- Sectional overhead garage door with rubber sweep
- Certainteed asphalt roof shingles with 25 year limited warranty
- Concrete walkway from driveway to front porch
- Two exterior electrical outlets
- Two freeze resistant exterior water spigots
- Concrete Patio per plan
- Front lawn sod
- Rear & side lawn hydroseed

PULTE QUALITY ASSURANCE:

- Pre-construction information session
- Pre-drywall consultation
- Pre-closing homeowner orientation
- Customer service walk at 3-month
- Customer service walk at 11-month
- Measured customer satisfaction
- Protection Plan: 2-5-10 year limited warranty

ELEGANT INTERIOR FEATURES:

- 9' ceilings on first floor
- Partial 9' Basement with full bathroom rough-in plumbing
- Vinyl flooring in Foyer, Kitchen / Nook, Dining Room, Powder Room(s), Walkways, Master Bath, Hall Bath
- Stain resistant, wall to wall carpeting with rebond 6 lb. pad
- Ceramic floors in Master Bath, Secondary Baths, and Laundry
- 42" cabinets in kitchen
- Solid Surface Kitchen countertops
- Undermount kitchen sink with 1/3 HP disposal
- Solid Surface bathroom countertops with undermount sinks
- Stained stair handrail
- Elongated toilets
- Pedestal sink in powder room per plan
- Mirrors in bathrooms and Master Suite dressing area above vanity
- Pulte exclusive Sea Gull light fixtures throughout
- Executive Trim Package which includes extensive trim in Foyer, Dining room, Living room, Library
- Fireplace with custom mantel, ceramic tile hearth and face
- Centralized "Structured wiring system" for voice and data communication
- Phone - Category 5 dedicated runs to each location per plan
- Cable TV-RG-6 dedicated runs to each location per plan
- Gracefully textured drywall ceilings
- Vaulted Master Bedroom Ceiling
- 3/4" tongue and groove (OSB) oriented strand board floor decking
- Engineered floor joist system



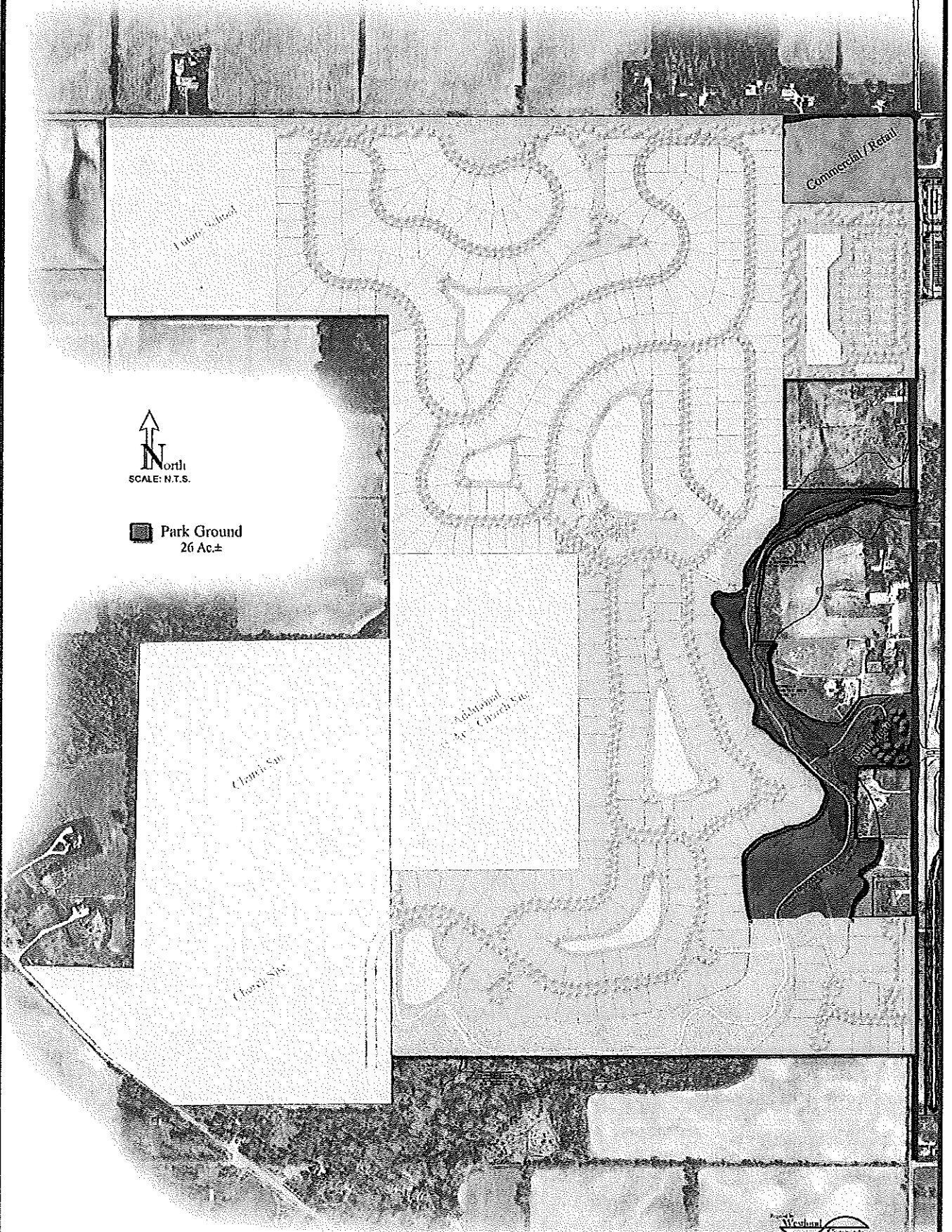
CLASSIC SERIES COLLECTION: Cambridge II, Oakmont, Windsor II, Manchester & Buckingham

Pulte Homes of Indiana Reserves the Right to Substitute, Without Notice, Material of Similar Quality for any Product Listed In these Specifications

REVISED: 2-19-07

EXHIBIT 7

Park Ground



 Park Ground
26 Ac.±

Future School

Commercial/Retail

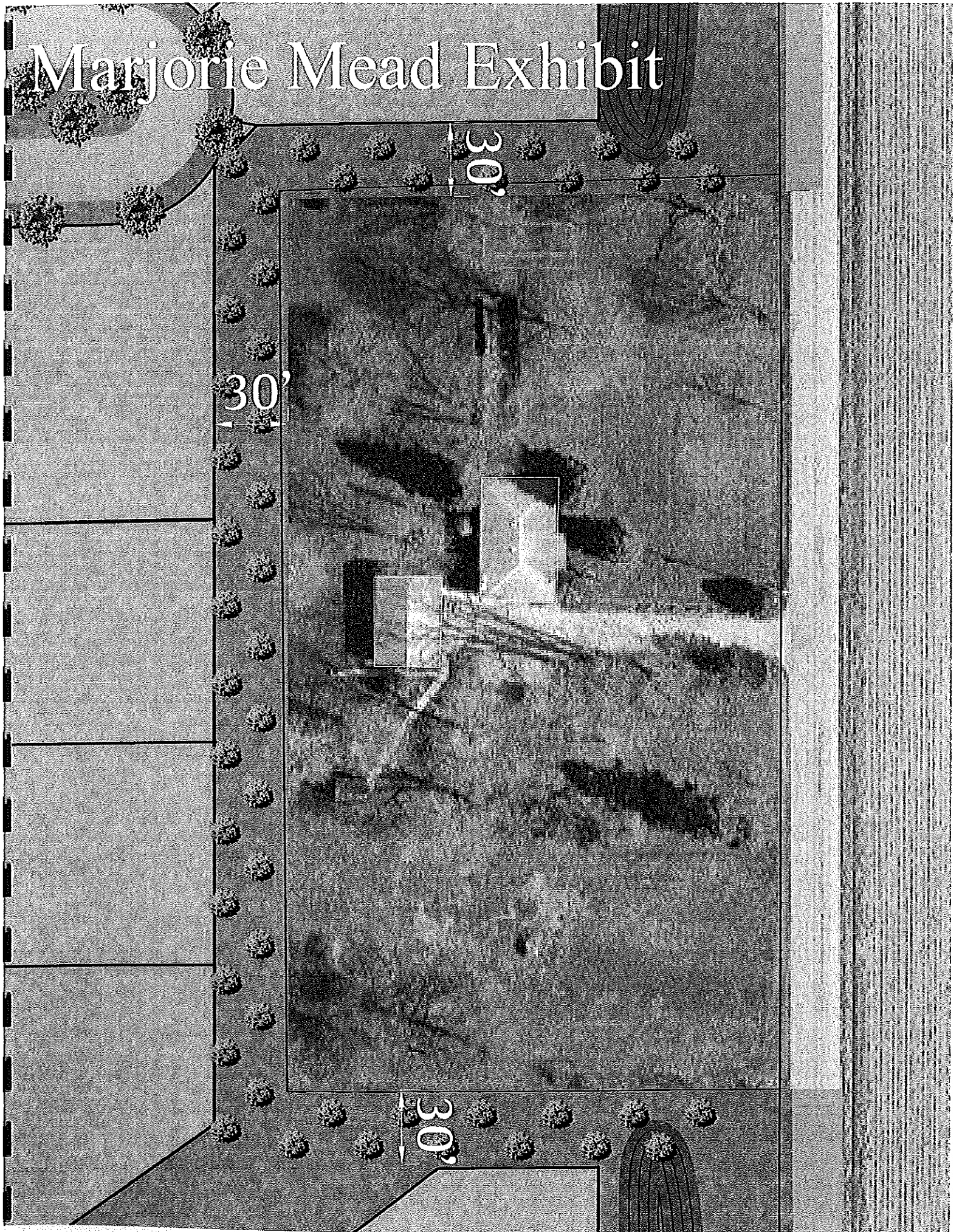
Church Site

Additional Church Site

Church Site

EXHIBIT 8

Marjorie Mead Exhibit



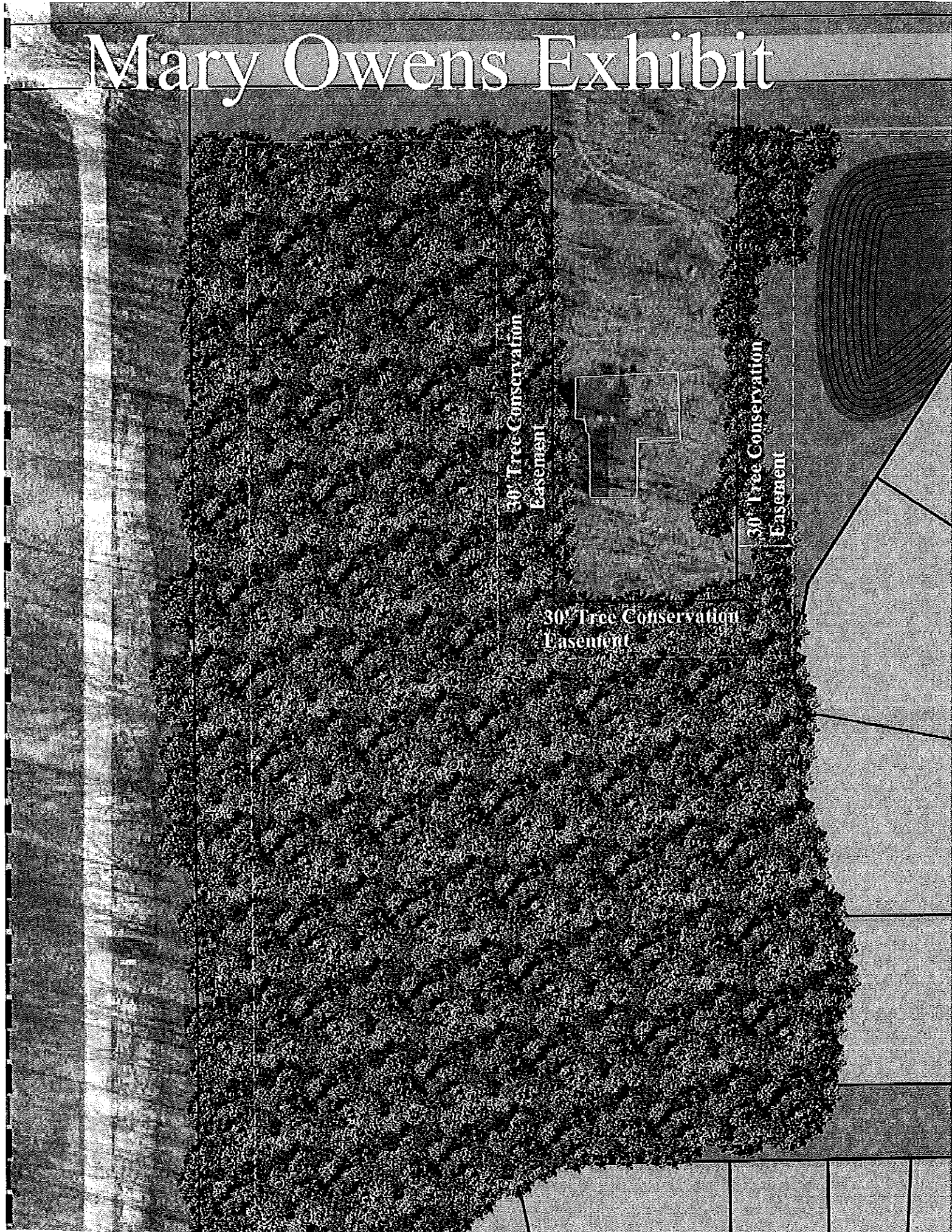
30'

30'

30'

EXHIBIT 9

Mary Owens Exhibit



30% Tree Conservation
Easement

30% Tree Conservation
Easement

30% Tree Conservation
Easement

EXHIBIT 10

CHERRY CREEK ESTATES

QUALITY FEATURES INCLUDED IN ALL CLASSIC SERIES HOMES

BASEMENTS INCLUDED - ALL HOMES

ENERGY SAVINGS FEATURES:

- Two-step energy seal process through-out entire home to reduce air infiltration
- Low "E" windows
- Programmable Thermostat
- 90% high efficiency gas furnace with air conditioning
- 48 gallon Power shot water heater
- Insulated foam sheathing board with building paper housewrap and fiberglass batt insulation exterior wall system
- Fiberglass batt insulation in all cantilevers and bays
- Blown fiberglass insulation in all heated ceiling areas
- Return air venting in all bedrooms for air exchange
- Outside air induction on all furnace systems
- Ridge and soffit vent system for maximum attic ventilation

SUPERIOR EXTERIOR FEATURES:

- Partial Brick Front with returns at roof line per elevation
- Brick on Three sides of Home & brick address stone
- 8" Side Gable Overhangs ,per plan
- Fiber Cement Siding
- Insulated fiberglass entry door with full weather stripping and dead bolt
- Spacious insulated 3 car Side Entry Garage with drywall and prime painted finish
- Dual glazed vinyl windows with decorative grids on all sides of home
- 2 garage door openers
- Sectional overhead garage door with rubber sweep
- Certaineed asphalt Dimensional roof shingles with 30 year limited warranty
- Concrete walkway from driveway to front porch
- Coach Lights on Photocell
- Two exterior electrical outlets
- Two freeze resistant exterior water spigots
- Concrete Patio per Plan
- Front lawn sod
- Rear & side lawn hydroseed

PULTE QUALITY ASSURANCE:

- Pre-construction information session
- Pre-drywall consultation
- Pre-closing homeowner orientation
- Customer service walk at 3-month
- Customer service walk at 11-month
- Measured customer satisfaction
- Protection Plan: 2-5-10 year limited warranty

ELEGANT INTERIOR FEATURES:

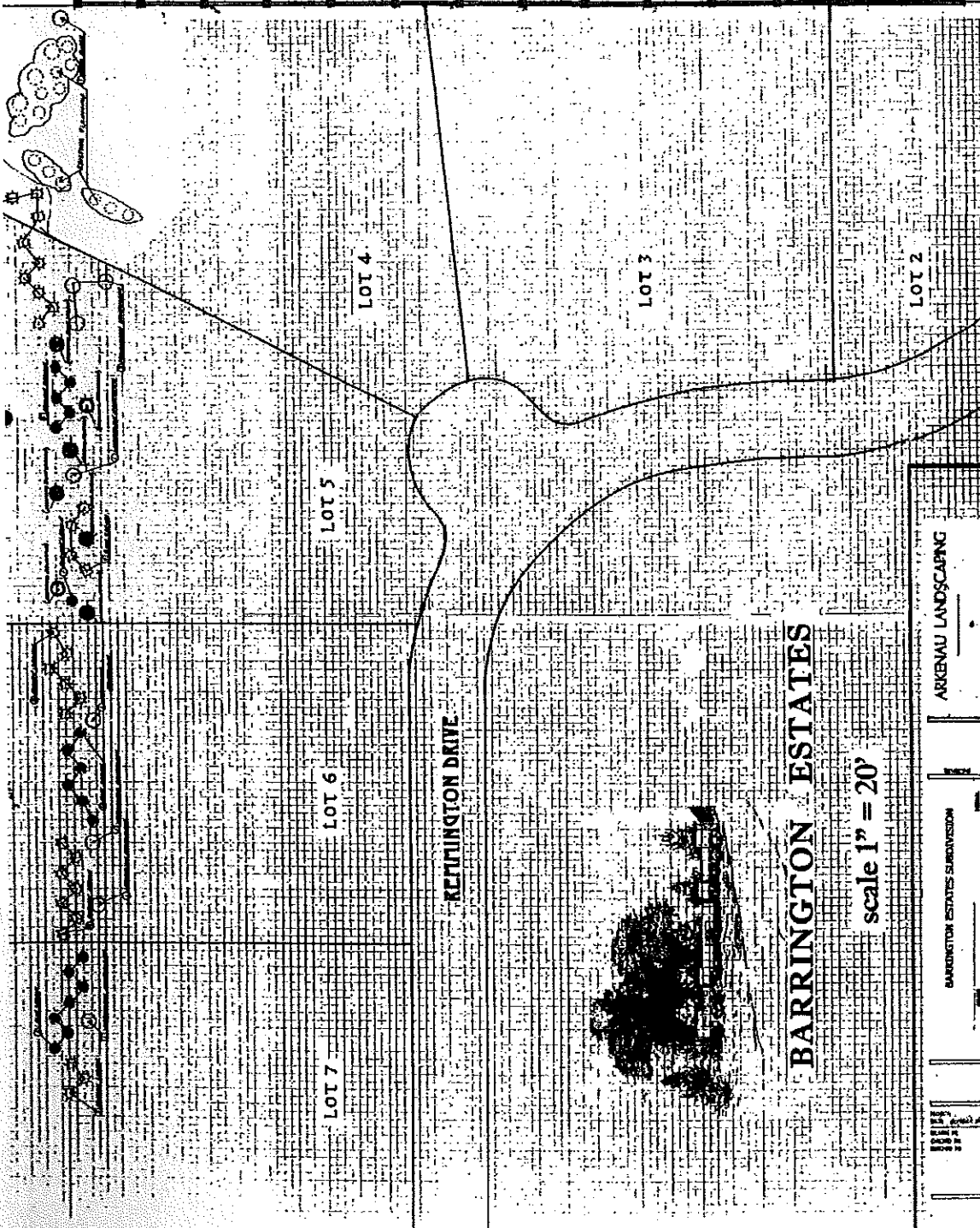
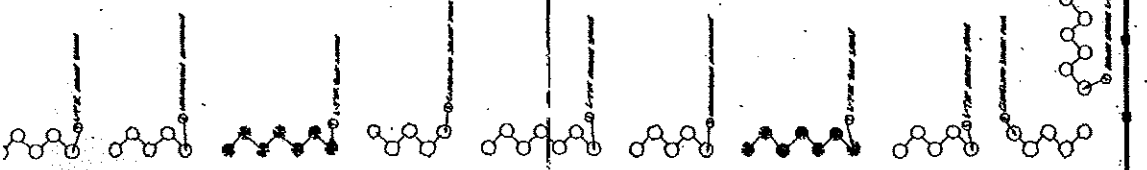
- 9' ceilings on first floor
- Water Softener Rough-in
- Full 9' Basement with full bathroom rough-in plumbing
- Solid 3/4" Hardwood flooring in Foyer, Kitchen / Nook, Dining Room, Powder Room(s), and walkways
- Stain resistant, wall to wall carpeting with rebond 6 lb. pad
- Ceramic floors in Master bath, Secondary baths, and laundry
- 42" cabinets in kitchen
- Solid Surface Kitchen countertops
- Undermount kitchen sink with 1/3 HP disposal
- Solid Surface bathroom countertops with undermount sinks
- Stained stair handrail
- Elongated toilets
- Tempered Glass shower door in Master Bath
- Pedestal sink in powder room per plan
- Mirrors in bathrooms and master suite dressing area above vanity
- Pulte exclusive light fixtures throughout
- Executive Trim Package which includes extensive trim in foyer, dining room, living room, library
- Laminate wood shelving in closets
- Fireplace with Custom Mantel, ceramic tile hearth and face
- Centralized "Structured wiring system" for voice and data communication
- Phone - Category 5 dedicated runs to each location per plan
- Cable TV-RG-6 dedicated runs to each location per plan
- Gracefully textured drywall ceilings
- Vaulted Master Bedroom Ceiling
- 3/4" tongue and groove (OSB) oriented strand board floor decking
- Engineered floor joist system
- Pullman height cabinets in master bath

EXHIBIT 11

EAST 136TH STREET

- ① Plant Line
- ② 6" x 8" Posts
- ③ 4" x 6" Posts
- ④ 2" x 4" Posts
- ⑤ Chain Link Fence
- ⑥ Iron Mesh

21' 6" x 15' 6" x 10' 6" x 10' 6"
 21' 6" x 15' 6" x 10' 6" x 10' 6"



BARRINGTON ESTATES

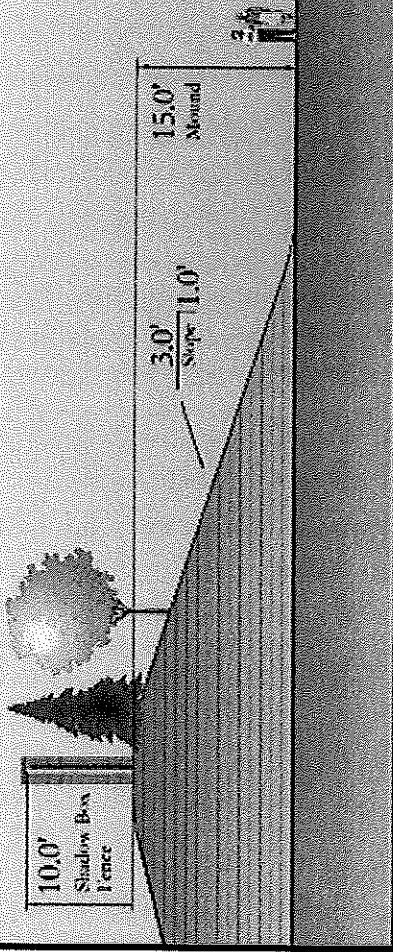
scale 1" = 20'

- ██████████ BARRINGTON ESTATES SUBDIVISION
- ██████████ ARKEMAU LANDSCAPING

EXHIBIT "C" - THE BARRINGTON PLAN

Barrington Estates

Mound Cross Section



Proposed Buffer Location

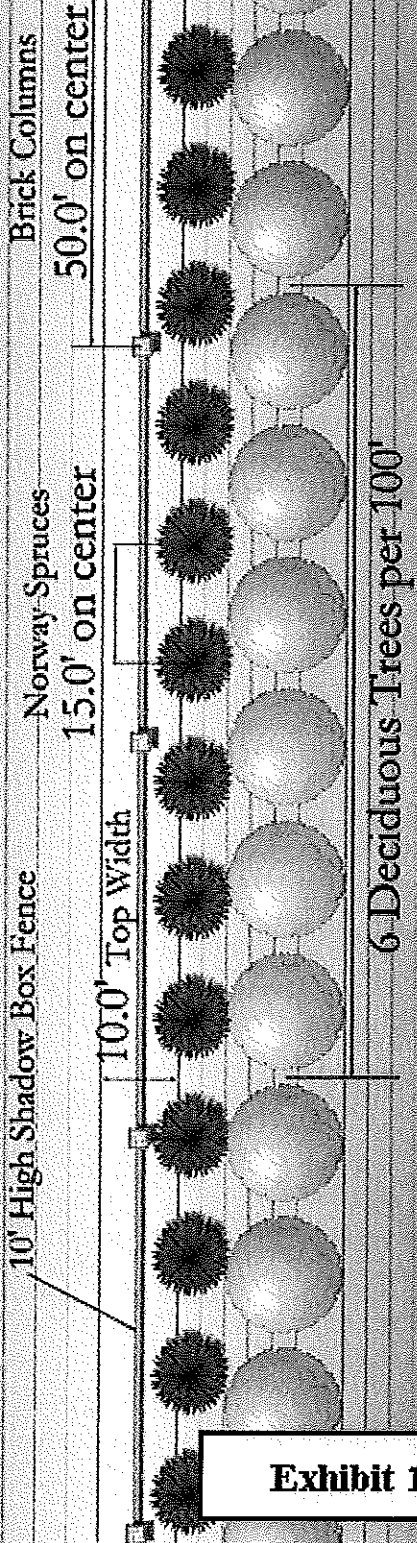
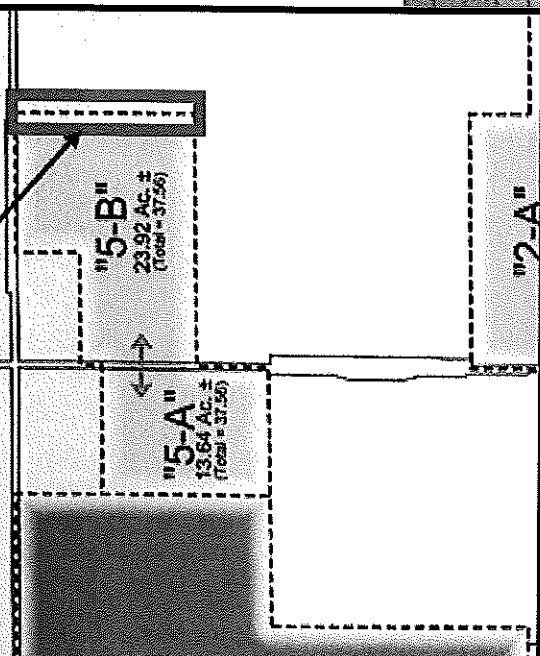





Exhibit 10-A-12

EXHIBIT 12

- Tract "A" 
- Tract "B" 
- Tract "C" 

Church Site

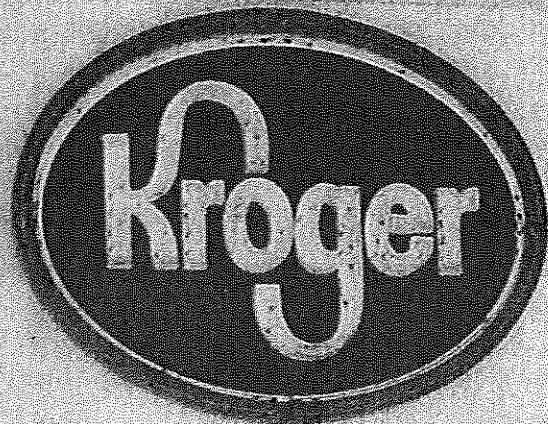
Planting Line

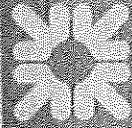
Planting Line

GREENFIELD AVE / SR-238

01

EXHIBIT 13



 Charter One

FAJITAS
BAR & GRILL



SUNRISE
CAFE

Curves

bronze
ranning

Ace DISCOUNT
LIQUORS & WINE

Richman
CLEANERS

 CHINA INN
SUSHI

PENN STATION
EASTCOAST BUS

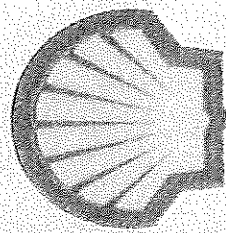
GREAT CLIPS

Quizno's
SUBS

Regular 244 ¹/₁₀

Plus 254 ¹/₁₀

V-Porter 266 ¹/₁₀



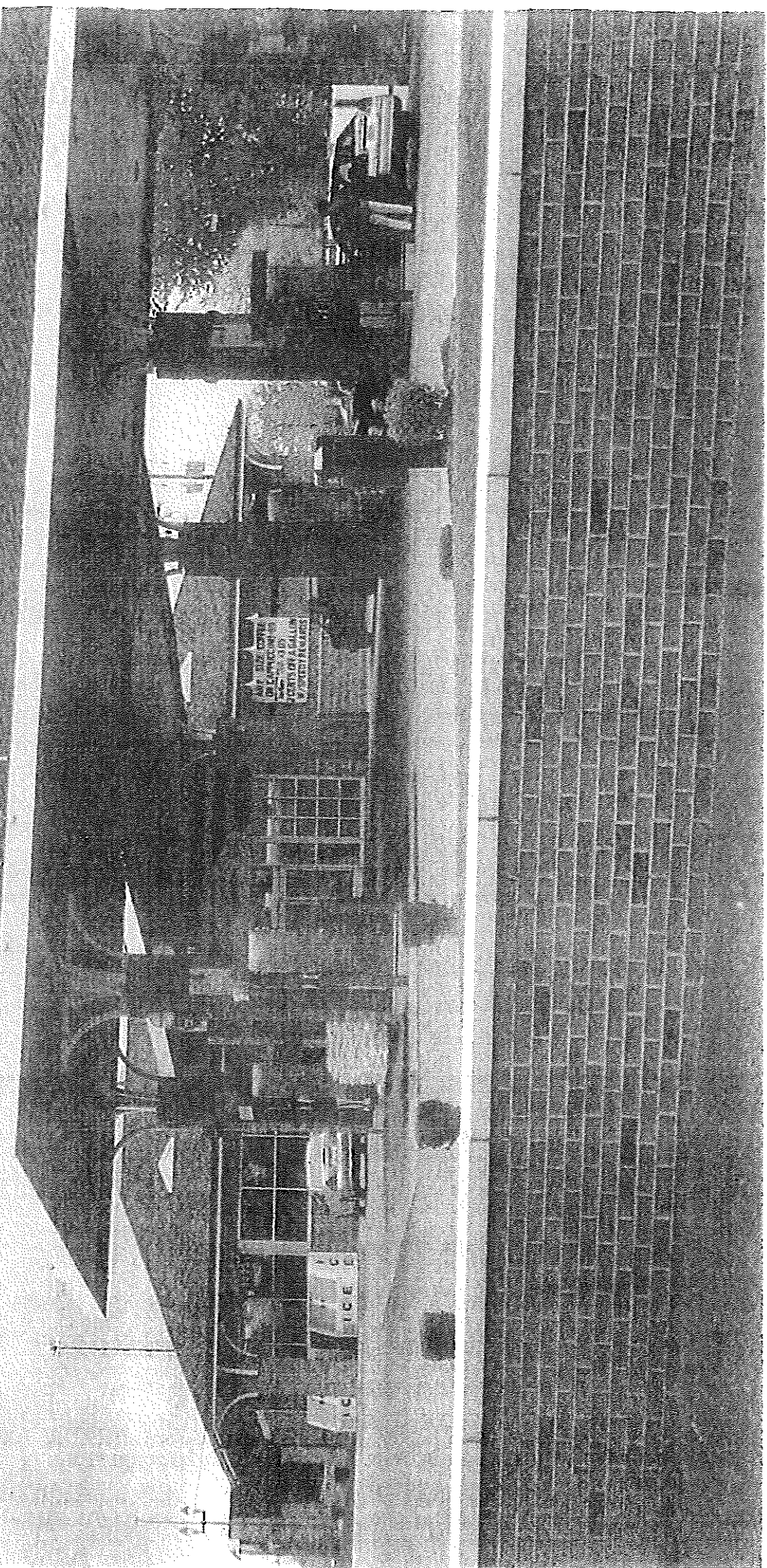
AT-3

AT-3

Street

THE STATE OF
NEW YORK
OFFICE OF THE
COMPTROLLER

OFFICE





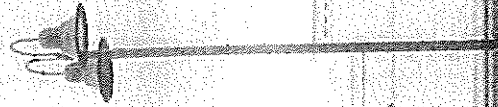
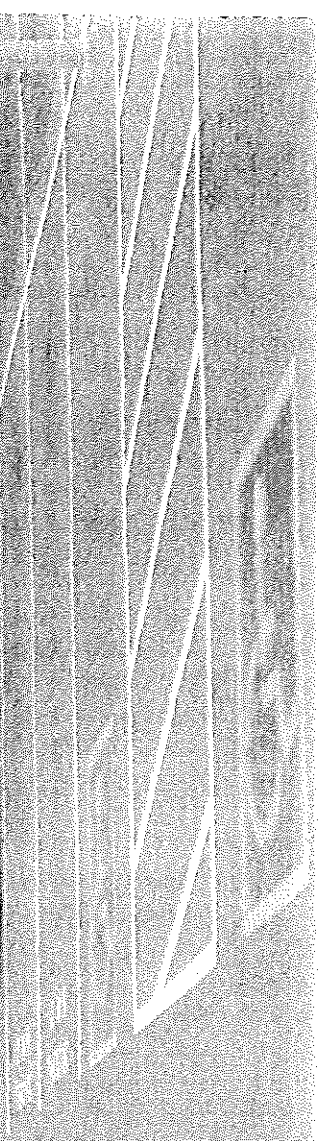
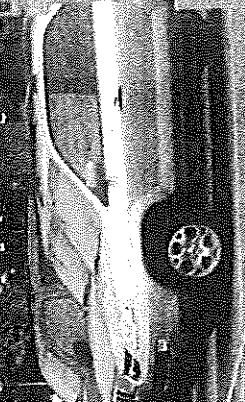
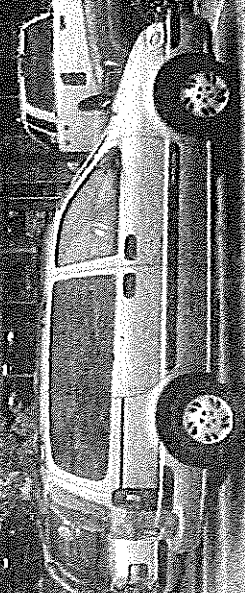
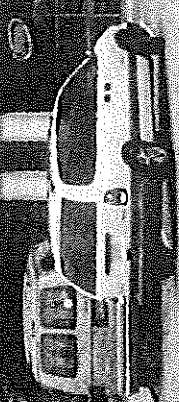


Haute Decor

McVAN'S VIDEO GAMES

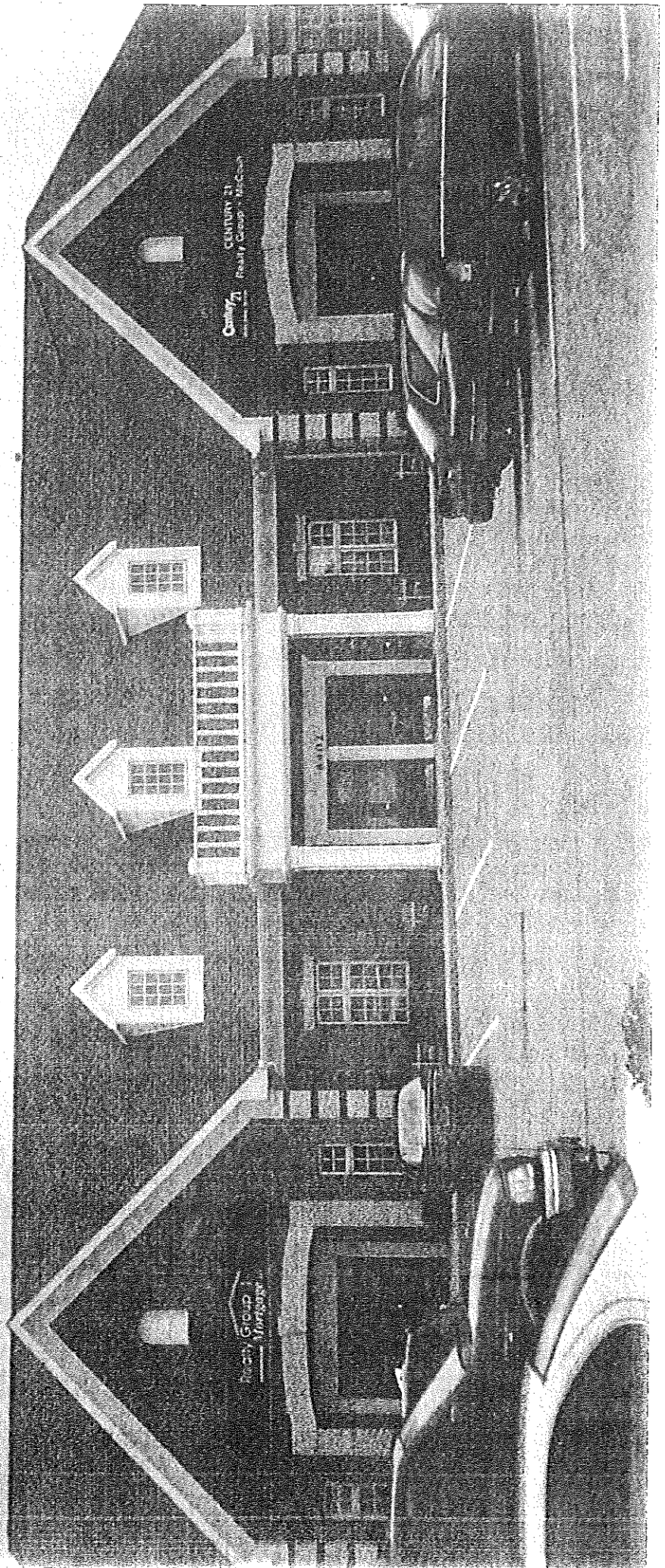
McVAN'S VIDEO

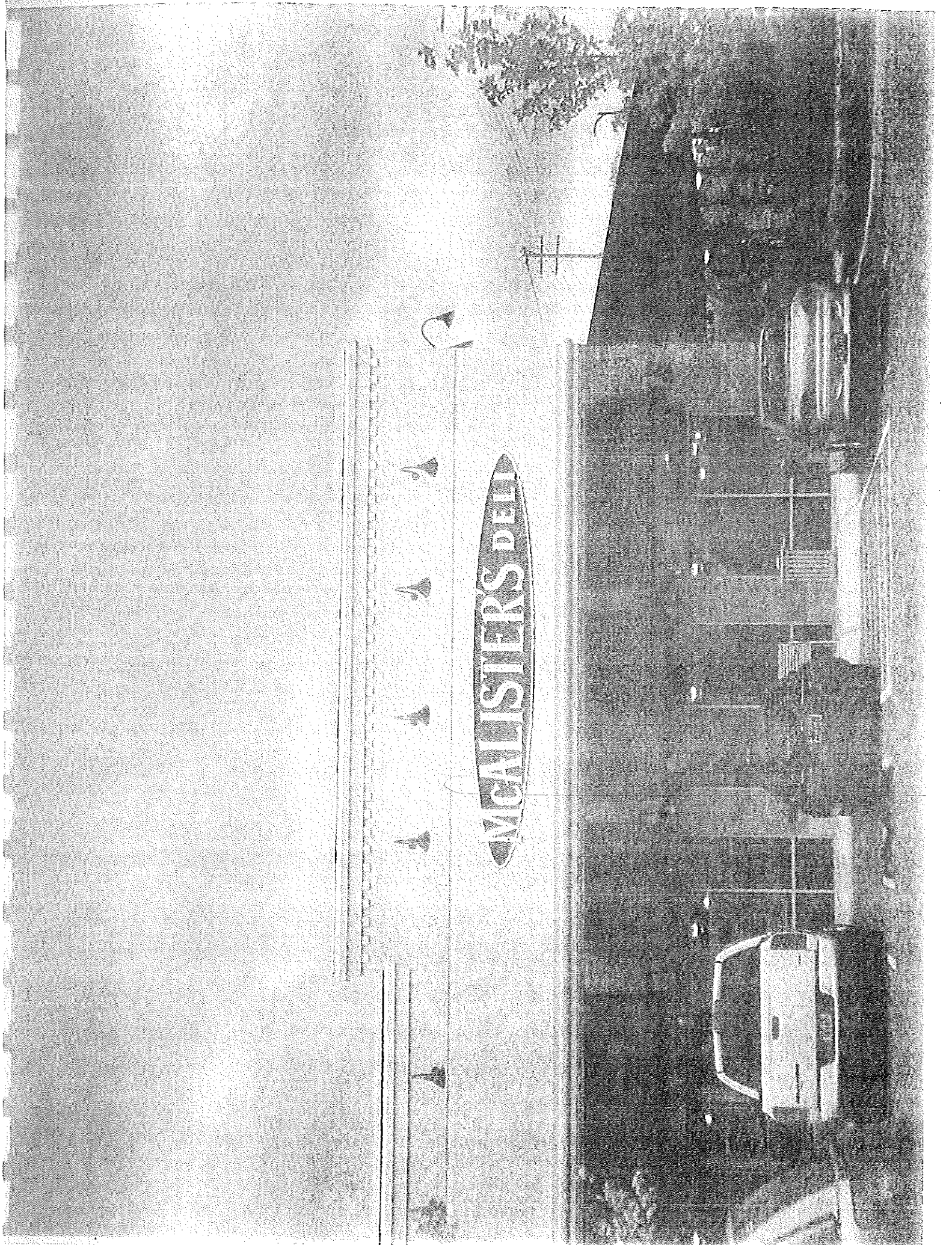
STOP











MCALLISTERS BELL

CODSTONE
CREAMERY

WELLS
DEALERS

CPB

Now Available

WELLS

WELLS

WELLS



EXHIBIT 14

Tree Conservation/ Preservation



Tree Preservation

42 Ac.±

Tree Conservation

5.5 Ac.±