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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

EDGEWOOD TRACE

STATEMENT OF COMMITMENTS

NOTE: Article VII, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7.4.605. Resolution No. 85-R-69, 1985 and Article III, Section 4 of the Metropolitan Development Commission requires the owner to make Commitment #1.

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

In accordance with I.C. 36-7-4-605, the owner (the "Owner") of the real estate located in Marion County, Indiana; which is described below (the "Real Estate"), makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

LEGAL DESCRIPTION: SET OUT IN ATTACHMENT "B" HERETO.

STATEMENT OF COMMITMENTS:

1. The Owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. A seventy (70') foot one-half (1/2) right-of-way measured from the centerline of Edgewood Avenue shall be dedicated for public right-of-way. The Owner shall design and propose a passing blister for traffic eastbound on Edgewood Avenue to be configured in such a manner that shall not require an additional pavement to be added on the south side of the currently existing pavement. Such design shall be submitted to the Department of Public Works for approval prior to the commencement of site preparation; provided, however, Owner shall not be responsible for any determinations made by DPW in respect to the proposal.
3. The exterior of the homes shall have a minimum of fifty percent (50%) of the front exterior of the home finished with masonry, excluding from said calculation doors, windows, gables, porches and garages, except that homes on lots 1, 2, 3, 28, 29, 30, 31, 32, 33 and lots 166 through 170 (or, in the event that lots are reconfigured or renumbered, those lots which have the same boundaries as the afore-mentioned, based on the preliminary plat provided to the Franklin Township Civic League ("FTCL") dated June 5, 2002) shall have 100% brick on the entire first floor. Additionally, homes on lots 4, 5, 27 and 165 shall have 80% brick on the front exterior, excluding doors, windows, gables, porches and garages. FTCL may appoint a liaison with whom the developer shall submit exterior elevations for compliance review with this section. Such liaison shall have 48 hours from receipt of said plans in which to conduct said review.
4. All homes shall have attached garages for at least two (2) cars.
5. Driveways shall be hard-surfaced and be at least eighteen (18') feet in width for the length of the driveway.
6. No modular or pre-manufactured homes shall be permitted.
7. All builders shall make available the option to have crawl spaces.
8. Foundation systems shall be constructed of concrete or concrete block.
9. The pitch of the primary portion of the roof of homes shall be at least 5:12.
10. All homes shall have central heating and air conditioning.

11. The development shall be substantially as shown on the preliminary plat file-dated June 5, 2002, except for such revisions as may be required by the Franklin Township Fire Department to meet reasonable requirements for access to the site by emergency equipment.
12. Landscaping - Except for trees in building pad areas, roadways, and retention ponds, existing live trees on the site which are more than 4 (four) inches in caliper at six inches above grade shall be preserved. Any such existing trees which are damaged or destroyed during the construction of the development shall be replaced at a ratio of three to one, with such replacement to be completed within three months of completion of the section of the development whose construction caused the damage or destruction and shall be of like species and at least 2 (two) inches in diameter above grade. In addition, a landscape plan detailing landscape treatment of the common areas shall be submitted to the Administrator for approval prior to obtaining an Improvement Location Permit. Additionally, landscaping of the site shall include deciduous over-story tree plantings along the Edgewood Avenue frontage, with trees being no less than 2 and 1/2 inches in caliper at six inches above grade and planted no further apart than 30 feet on center. The Franklin Township Civic League shall receive a copy of the proposed landscape treatment at the same time the plan is submitted to the Administrator in order to permit comment and review by the community.
13. There shall be a minimum setback off of the Edgewood Avenue right of way, following the dedication as provided herein, of 150 feet. The minimum front setback on all interior streets shall be at least twenty-five (25) feet from the right-of-way of the street.
14. There shall be a homeowners association formed with lien enforced assessments for maintenance of all common areas. At such time as the HOA is turned over to the residents, the name, address, and phone number of the contact person will be provided to the Franklin Township Civic League.
15. Each home shall have at least two (2) hardwood trees at least two (2") inches in caliper planted at the time construction of the home is completed or first available planting season thereafter.
16. Drainage plans submitted to the Department of Public Works for review and approval shall be submitted to the Franklin Township Civic League at the same time that such plans are presented to DPW.
17. There shall be uniform front yard dusk to dawn lights, mailboxes and street numbers for all homes. The address of each home shall be affixed to the front of the home in a permanent location visible from the street in numbers at least 4 (four) inches in height.
18. Sidewalks shall be installed on both sides of all interior streets. There shall also be a sidewalk or pathway installed on Edgewood Avenue at Developer's expense. The developer shall work in cooperation with the community should this site be identified for inclusion in a future bike/walking trail system along Edgewood Avenue, and shall install the pathway in compliance with established specified standards.
19. There shall be only single family detached homes in this development.
20. All interior streets shall be public streets and have a minimum width of twenty-eight (28') feet from back of curb to back of curb.
21. All homes within the subdivision shall have a minimum interior living space of no less than 1,400 square feet for a one story home and 1,600 square feet for homes with more than one story, except that homes on lots numbered 1, 2, 3, 28, 29, 30, 31, 32, 33 and 166-170 (or in the event that lots are reconfigured or renumbered, those lots which have the same boundaries as the aforementioned, based on the site plan provided to FTCL and dated June 5, 2002) shall have at least 1,600 square feet of living space; provided, however, Developer shall be entitled to allow no more than two of said specified lots to have model homes with a minimum of 1400 square feet of living space constructed thereon, except that such model homes shall not be constructed on Lots 1, 29, 30, or 166-170.
22. There shall be at least fifteen (15) foot separation between homes (including garages, decks and porches).

23. All lots within the subdivision shall be a minimum of 10,000 square feet, except that lots numbered 65-69, 71-83, 105 through 117, 119, 131 and 132 may be no less than 9,000 square feet (or in the event that lots are reconfigured or renumbered, those lots which have the same boundaries as the afore-mentioned, based on the preliminary plat provided to FTCL and dated June 5, 2002).
24. At least one model home shall be constructed with all masonry exterior elevations.
25. The Edgewood Avenue entrance of the subdivision will have a landscaped identification sign. Such sign shall not require any variances for height, length or placement. If the sign is lighted, all lighting shall be focused directly on the sign and shall not spill over the property boundary.
26. Any fencing placed on lots 167 through 170, and lots 1 and 2 shall be the same style and shall not be unclad chain link (or, in the event that lots are reconfigured or renumbered, those lots which have the same boundaries as the afore-mentioned, based on the preliminary plat provided to the Franklin Township Civic League and dated June 5, 2002).
27. Any fencing used as part of the entrance or landscaping treatment along the Edgewood Avenue frontage shall not be unclad chain link or wood.
28. All cul-de-sacs shall have a turning radius of 50 feet.

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

COMMITMENTS contained in this instrument shall be effective upon the adoption of rezoning petition 2002-ZON-829 by the City-County Council changing the zoning classification of the real estate from a D-A zoning classification to a D-3 zoning classification and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D-3 zoning classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

- 1) The Metropolitan Development Commission; and
- 2) Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made;
- 3) Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and
- 4) Franklin Township Civic League.

The undersigned hereby authorizes the Division of Development Services, of the Department of Metropolitan Development to record this Statement of Commitments in the office of the Recorder of Marion County, Indiana, upon final approval of petition # _____.

ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

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

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

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

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

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

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