

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A ZONE MAP CHANGE (R-5)

In accordance with I.C. 36-7-4-613 or I.C. 36-7-4-615, Mark C. Allen and Kelly L. Allen, Robert W. Craig and Leanne Craig, Trustees of the Robert W. and Leanne Craig Revocable Trust, DKDS Investments, LLC, and Damon N. Jones Revocable Trust (collectively, "Owner"), owners of the real estate located in the Town of Plainfield, Hendricks County, Indiana (the "Town"), which is described below, makes the following COMMITMENTS ("Commitments") concerning the use and development of the following described parcel of real estate:

LEGAL DESCRIPTION:

Part of the Northwest Quarter of Section 4, Township 14 North, Range 1 East of the Second Principal Meridian, in Hendricks County, Indiana described as follows:

Beginning at the southwest corner of the north half of said northwest quarter; thence North 01 degree 03 minutes 08 seconds West along the west line of said north half 4.07 feet; thence North 88 degrees 55 minutes 09 seconds East 912.61 feet; thence South 01 degree 04 minutes 58 seconds East 1,290.14 feet; thence South 88 degrees 43 minutes 53 seconds West 913.72 feet to the west line of the south half of said northwest quarter; thence North 01 degree 02 minutes 01 second West along said west line 1,289.07 feet to the POINT OF BEGINNING, containing 27.077 acres, more or less.

(the "Property").

STATEMENT OF COMMITMENTS:

1. At such time a secondary plat for the Property, or any part thereof, is recorded, the Subdivider (as defined in the Town of Plainfield Zoning Ordinance ("PZO")) shall dedicate to the Town the right-of-way shown depicted in gray on Exhibit E and which is included in the applicable section or phase comprising the secondary plat for use by the Town of Plainfield if it, in its sole discretion, decides to construct a road and use the dedicated right-of-way for such road. Said right-of-way will be cleared and graded by the developer but need not be further improved by the developer. The developer will post signage at the locations indicated by the red dots on Exhibit E that the right-of-way is intended for future road connections.

2. The Subdivider commits that the lots within the subdivision to be developed on the Property will conform with the development standards set forth below:

- a. All homes on the Property shall feature at least one bedroom on the first floor.
- b. Finished loft areas under roof shall be permitted for One-Story Buildings provided that the Minimum Main Floor Area shall comply with the requirements of the PZO.

3. Homes to be constructed in the subdivision on the Property shall comply with the following standards. Except as modified in these Commitments, Section 2 of the Town of Plainfield's Residential Design Guidelines ("Design Guidelines") shall apply.

- a. Exterior Materials
 - i. Vinyl siding shall not be permitted. The exterior siding materials shall include products constructed of fiber cement or masonry. The limitations of this Section 4.a.i shall not apply to other exterior materials such as those used in trims or soffits which specifically may include wood, engineered wood, composite, or PVC. Aluminum may also be used for soffits only.
 - ii. All lots shall incorporate a minimum 30" brick or masonry wainscot on the front elevation of the home. Lots where the side or rear elevation of the home abuts a trail or a public street or road shall incorporate a minimum 30" brick or masonry wainscot on all four sides of the home.
- b. Window Trim. Window trim shall be a nominal 1" x 4" on all windows not surrounded by masonry material.
- c. Roofs
 - i. All homes shall have 3-tab fiberglass shingles, except for secondary, accent, and/or other non-primary roof planes which may be standing seam metal.
 - ii. Notwithstanding Section 2.B.2 of the Design Guidelines, the primary/main roof overhang or eaves shall be a minimum of twelve (12) inches on all facades of each Building, as measured prior to the installation of any exterior siding or masonry materials.
- d. Garages.
 - i. All Dwellings shall have a minimum two (2) car attached garage which may include additional storage space.
 - ii. Notwithstanding Section 2.B.1.c. of the Design Guidelines , all garages shall be no less than four hundred fifteen (415) square feet inside (inclusive of garage bump-outs and extensions but exclusive of areas set aside for HVAC, water heaters, and the like).
 - iii. Section 2.B.1.a(2) of the Design Guidelines shall be replaced with the following: "Garage doors comprising not more than forty and six-tenths percent (40.6%) of the linear length of the ground floor of a Dwelling's street-facing façade."

- iv. Except in the case of white or dark blue homes, garage doors should be painted and not left in a stock white condition. Generally, the primary color of the garage door should match the primary color of the house, except in the case of white or dark blue homes. If there is trim on a garage door, it may be painted a contrasting color to complement the trim on the house. Garage doors on dark blue homes may be white or dark blue to match the primary color of the house. Garage doors on white houses may be white or black.
 - v. Unless the garage door opening is surrounded by brick or masonry on the top and both sides, garage door openings should be trimmed in a color to complement the trim of the house.
 - vi. Character examples of garage doors which comply with the requirements of this Section 3.c.iv and 3.c.v hereof are attached as Exhibit B.
- e. Design Criteria.
- i. Front Elevations. Section 2.C. of the Design Guidelines shall apply except that Table 2A: Residential Design Features Front Facades shall be modified to provide that a minimum of three (3) design features from Group 1 shall be selected; the remaining design features may be selected from Group 1, Group 2, or Group 3. In addition, the following shall be added as additional Group 2 items: (1) a minimum 30” brick or masonry wainscot and (2) two items from Group 3 may count as one item from Group 2.
 - ii. Section 2.D.1.c shall be modified as follows: “Twenty-eight (28) feet in dimension with a minimum 4-foot mound” shall be substituted for “fifty (50) feet in dimension” in the first sentence.
 - iii. Anti-Monotony. Section 2.D.2 of the Design Guidelines shall not apply. Instead, all homes shall conform to the anti-monotony code attached hereto as Exhibit C.
 - iv. Side and Rear Elevations. Section 2.D.3 shall apply except that Table 2B shall be modified to provide that a minimum 30” brick or masonry wainscot shall be added as an additional Group 2 item.
 - v. Homes may vary from the standards of this Section 3.e while in use as a Model Home. Model Home, as used herein, shall be defined as a residence constructed for the initial purpose of showing the home to potential buyers and may include a sales office. Prior to issuance of a Certificate of Occupancy on any Model Home, the subject Model Home shall be converted to conform to the standards of this Section 3.e.

- f. Lot Landscaping. All homes shall have fully sodded front yards installed by the builder, and the rear and side yards shall be seeded with a straw matting by the builder. On corner lots, the side of the home adjacent to the public street shall also be sodded.
- g. Street Trees. To the extent that they do not interfere with utility or drainage installations, street trees shall be planted along all streets, parallel to the street, and said Street Trees shall be a minimum two (2) inch caliper at the time of planting and shall be located as determined by good engineering practices. Typical spacing of street trees shall be fifty (50) feet apart, with at least 1 per Lot. Street trees shall not be required where they may conflict with utility or drainage installations and facilities.
- h. Lawn Maintenance. The HOA shall provide lawn maintenance.
- i. Lot Lighting. Each home within the subdivision shall have dusk-to-dawn garage coach lighting.
- j. Walk connection from sidewalk to front door/porch. There shall be a connecting walk of a minimum width of three (3) feet from the front door/porch to the public walk. This shall be in addition to the driveway.
- k. Street lighting. Maintenance, upkeep, and operational costs for streetlights shall be the responsibility of the homeowners association.
- l. Cluster mailboxes. The community shall have cluster mailboxes similar in style to those attached as Exhibit D; provided, however, that these mailboxes need not all be located in a single location and may be distributed in several locations within the community.

4. Prohibited Structures. Above-ground pools and sheds, mini-barns, or other detached storage buildings are prohibited.

5. Noise. Construction activity which is likely to generate noise impacting existing adjacent residential properties must not commence earlier than 7:00 a.m. nor continue past 7:00 p.m.

6. The lot generally depicted on Exhibit A "Craig Parcel Outlot" (but subject to change in the final development plan), and the existing house and other structures located on said lot, shall be considered legal nonconforming lots, buildings, and structures for all purposes, and the terms of these Written Commitments shall not apply to said house and structures. If this lot is subdivided, it shall be subject to the terms of these Written Commitments.

These COMMITMENTS shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners of the above-described real estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated by a decision of the Town Plan Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the approval of petition # _____ pursuant to the Town of Plainfield Zoning Ordinance and shall continue in effect until modified or terminated by the Town of Plainfield Plan Commission.

These COMMITMENTS may be enforced jointly or severally by:

1. The Town of Plainfield Plan 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 (600) 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 approval, however.

The undersigned hereby authorizes the Secretary of the town Plan Commission to record this Commitment in the Office of the Recorder of Hendricks County, Indiana, upon final approval of petition # _____.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____, 2025.

Mark C. Allen

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Mark C. Allen, who acknowledged execution of the foregoing as his voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

Kelly L. Allen

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Kelly L. Allen, who acknowledged execution of the foregoing as her voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

Robert W. Craig, Trustee of the Robert W. and Leanne Craig
Revocable Trust

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Robert W. Craig, Trustee of the Robert W. and Leanne Craig Revocable Trust, who acknowledged execution of the foregoing as his voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

Leanne Craig, Trustee of the Robert W. and Leanne Craig
Revocable Trust

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Leanne Craig, Trustee of the Robert W. and Leanne Craig Revocable Trust, who acknowledged execution of the foregoing as her voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

Kevin J. Jones, Co-Trustee of the Damon N. Jones Revocable Trust

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Kevin J. Jones, Co-Trustee of the Damon N. Jones Revocable Trust, who acknowledged execution of the foregoing as his voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

Sheryl Lyn Fischer, Co-Trustee of the Damon N. Jones Revocable Trust

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Sheryl Lyn Fischer, Co-Trustee of the Damon N. Jones Revocable Trust, who acknowledged execution of the foregoing as her voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

Deborah A. Green, Co-Trustee of the Damon N. Jones Revocable Trust

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Deborah A. Green, Co-Trustee of the Damon N. Jones Revocable Trust, who acknowledged execution of the foregoing as her voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

Kevin J. Jones, Managing Member, DKDS Investments, LLC

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Kevin J. Jones, Managing Member, DKDS Investments, LLC, who acknowledged execution of the foregoing as his voluntary act and deed.

Witness my hand and Notarial Seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
My County of Residence: _____

I affirm, under the penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document: Melissa R. Garrard

This instrument prepared by: Melissa R. Garrard, Pulte Homes of Indiana, LLC, 11595 N. Meridian Street, Suite 700, Carmel, Indiana 46032, Tel. (317) 593-4534

Exhibit A
Preliminary Concept Plan



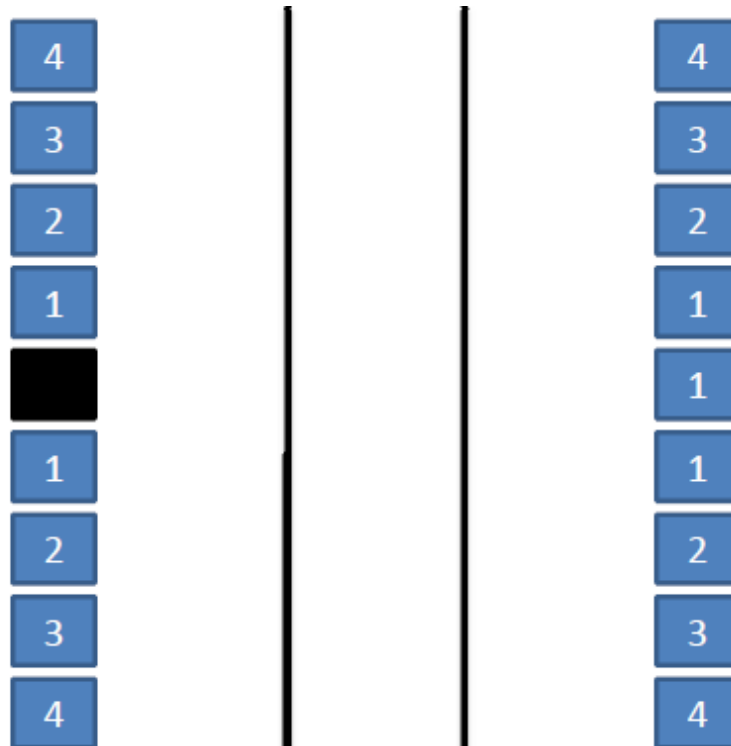
Exhibit B

Garage Door Character Examples



Exhibit C

Anti-Monotony Code



1

Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package. Home cannot be mirrored or flipped elevation.

2

Home cannot be of the same elevation of the same plan as the Subject home. Cannot be the identical color package as the Subject home but may have the same brick. Home cannot be mirrored or flipped elevation

3

Home may be of the same plan and elevation as the Subject home, but must be a different color package.

4

May be identical to Subject home.

Exhibit D
Cluster Mailbox Examples



Exhibit E Right-of-Way

