

**COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE  
MADE IN CONNECTION WITH A ZONE MAP CHANGE**

In accordance with I.C. 36-7-4-613 or I.C. 36-7-4-615, DKDS Investments, LLC and Josh Wade and Beth Wade (collectively, "Owner"), owners of the real estate located in the Town of Plainfield, Hendricks County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of the following described parcel of real estate ("Site"):

See attached Exhibit A.

STATEMENT OF COMMITMENTS: The following commitments shall not apply to the three (3) Rural Estate Lots as identified on the Preliminary Site Plan attached hereto as Exhibit 2 (and identified with Xs), but shall apply to the remaining Lots within Oxford Square:

1. The following text shall be included in the Covenants, Conditions and Restrictions (the "CCR's") for Oxford Square that shall be prepared and recorded with the Office of the Recorder of Hendricks County, Indiana which CCR's shall govern any home to be constructed on the Site ("Home"):
  - a. Prohibition of Short-term Rentals: Short-term rentals (rentals for a lease term of less than six months) shall be prohibited on the Site. Further, any owner of any Home shall be prohibited from advertising their Home as a short-term rental including but not limited to any advertising on any and all short-term rental internet websites.
  - b. Limitations on Rental and Leasing of Homes: Subject to the terms and conditions set forth below and subject to the exceptions set forth below, the following shall apply to the rental or leasing of Homes:
    - i. A maximum of twenty percent (20%) of the Homes on the Site shall be permitted to be rented or leased to a third party ("Rental Cap"). If the Rental Cap is reached in Oxford Square, an owner of a Home may apply for a Hardship (as defined below).
    - ii. The same legal entity may not own more than two (2) Homes for lease at the same time.
    - iii. An owner of a Home shall be permitted to lease the Home for income to a third party; however, said lease term to any third party shall be for a minimum period of six (6) months.
    - iv. All rental agreements between an owner of a Home and tenant shall: (i) prohibit subleasing and assignment of any rights and obligations to a 3rd party; (ii) be in writing and, (iii) prior to execution, the owner of the Home to be rented or leased must confirm with the Homeowners' Association Board for Oxford Square ("HOA Board") that the Rental Cap has not been reached.
    - v. Upon execution by the owner of a Home and tenant of a rental agreement, the owner shall be required to: (i) provide to the tenant the CCR's; and, (ii) provide the fully executed lease to the HOA Board within fifteen (15) days.
    - vi. To ensure any leased Home is properly maintained during the term of the lease, unless otherwise provided for by the Oxford Square Homeowners' Association under the CCRs or in the terms of the lease, in addition to

providing a copy of the lease to the HOA Board, the Owner must also provide a copy of the service plan for the property, to include mowing, fertilization, weed control, trimming, and landscape bed maintenance. This plan must include frequency for each item as well as the service provider that will be providing such services to the property and must be approved by the HOA Board prior to execution of a rental agreement between the owner of a Home and a tenant.

- c. Exceptions to Limitations on Rental and Leasing of Homes Due to Hardship:
  - i. “Hardship” is defined herein as a personal or financial situation affecting the owner of a Home that, without allowing the renting or leasing of the owner’s Home, detrimental financial harm may occur to the owner.
  - ii. An exception to Paragraph 1.b. above shall exist if an owner of a Home qualifies for a Hardship exception. For an owner to qualify for a Hardship exception, the owner shall provide a written Hardship request to the HOA Board that details the specific circumstances of the owner’s Hardship and an explanation of the detrimental financial harm that may occur to the owner if that owner is not permitted to rent or lease their Home.
  - iii. Within fifteen (15) days of the HOA Board receiving a written Hardship Request, the HOA Board shall provide the owner a written response either approving the Hardship request or denying the Hardship request. In the event a Hardship request is denied, the HOA Board shall set forth its reasons for denial.
  - iv. In the event an owner of a Home qualifies for a Hardship exception, the owner shall be permitted to lease their Home for income to a third party however, said lease term to any third party shall be for a minimum period of six (6) months.
  - v. All rental agreements between an owner of a Home and tenant occurring as a result of a Hardship shall: (i) prohibit subleasing and assignment of any rights and obligations to a 3<sup>rd</sup> party; (ii) be in writing; and, (iii) be approved by the HOA Board prior to execution by the owner of a Home and tenant.
  - vi. Upon execution by the owner of a Home and tenant of an HOA Board approved rental agreement occurring as a result of a Hardship, the owner shall be required to: (i) provide to the tenant the CCR’s; and, (ii) provide the fully executed lease to the HOA Board within fifteen (15) days.
- d. Exceptions to Limitations on Rental and Leasing of Homes for Certain Loans and Mortgages:
  - i. An exception to Paragraph 1.b. above shall exist if there are any Federal Housing Administration (“FHA”), United States Department of Veterans Affairs (“VA”) or United States Department of Agriculture (“USDA”) insured loans or mortgages affecting a Home or lot within Oxford Square (“Lot”) for as long as any of the foregoing insured loans or mortgages apply to the Home or Lot. Any restrictions in Paragraph 1.a. above relating to the renting, leasing, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to any Home, Lot or its owner.

2. Two (2) evergreen trees, a minimum of eight-feet (8') in height, shall be installed within each rear yard of the Lots numbered 1 – 6 (and identified with circles) on the Preliminary Site Plan attached hereto as Exhibit 2.

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 of Plainfield 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 #RZ-25010 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 # RZ-25010.

IN WITNESS WHEREOF, owner has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_ of DKDS Investments, LLC

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

*Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of DKDS Investments, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing as his voluntary act and deed, on behalf of the company.*

*Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name of Notary Public*

*My Commission expires:* \_\_\_\_\_

*My County of residence:* \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed: Josh Wade

Signature: \_\_\_\_\_

Printed: Beth Wade

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

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

*Witness my hand and Notarial Seal this day of \_\_\_\_\_, 20\_\_*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name of Notary Public*  
*My Commission expires:* \_\_\_\_\_  
*My County of residence:* \_\_\_\_\_

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

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

*Witness my hand and Notarial Seal this day of \_\_\_\_\_, 20\_\_*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Printed Name of 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: Brian J. Tuohy

This instrument prepared by: Brian J. Tuohy, 9294 N. Meridian Street, Indianapolis, IN 46260

Exhibit 1  
Legal Description

Assuming the West line of the Northwest quarter of the Northwest quarter as being North 00 degrees 32 minutes 59 seconds West and all other bearing being relative thereto. Also all corner monuments set with a 5/8" re-bar with "Gaston" cap affixed unless otherwise noted:

Commencing at a Hendricks County Monument found marking the Northwest corner of the Northwest quarter of Section 10; thence running on and along the West line of the Northwest quarter of the Northwest quarter of Section 10 bearing South 00 degrees 32 minutes 59 seconds East 678.00 feet to the Southwest corner of the Ash Grove Subdivision as recorded in Plat Book 6, Page 62 in the office of the Recorder of Hendricks County, Indiana, said corner being the POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION; Thence continuing to run on and along the South line of said Ash Grove Subdivision and parallel with the North line of the Northwest quarter of the Northwest quarter of Section 10 being North 89 degrees 13 minutes 02 seconds East 660.00 feet to a monument set marking the Southeast corner of a tract of land conveyed to Doyle as described in Deed Book 217, Page 139; thence running on and along the East line of Doyle and the East line of a tract of land conveyed to Henn in Instrument #200600008428 and running parallel with the West line of the Northwest quarter of the Northwest quarter bearing North 00 degrees 32 minutes 59 seconds West 360.00 feet to a monument set marking the intersection with the South line of the Ash Grove Subdivision; thence running on and along the South line of said Subdivision and parallel with the North line of the Northwest quarter of the Northwest quarter bearing North 89 degrees 13 minutes 02 seconds East 677.64 feet (Deed for Apostoles calls for 677.53 feet) to a monument set marking the intersection with the East line of the Northwest quarter of the Northwest quarter of Section 10; thence running on and along said East line bearing South 00 degrees 32 minutes 27 seconds East 1012.57 feet (Deed for Apostoles calls for 1012.49 feet) to a monument set marking the Southeast corner of the Northwest quarter of the Northwest quarter; thence running on and along the South line of said quarter-quarter section bearing South 89 degrees 10 minutes 35 seconds West 1047.08 feet (Deed for Apostoles calls for 1046.61 feet) to a monument set marking the Southeast corner of a tract of land conveyed to Harless as described in Deed Book 340, Pages 727; thence running on and along the East line of Harless and running parallel with the West line of the Northwest quarter of the Northwest quarter bearing North 00 degrees 32 minutes 59 seconds West 150.00 feet to a monument set marking the Northeast corner of Harless; thence running on and along the North line of Harless and parallel with the South line of the Northwest quarter of the Northwest quarter bearing South 89 degrees 10 minutes 35 seconds West 290.40 feet to a Mag Nail set marking the intersection with the West line of said quarter-quarter section; thence running on along said West line bearing North 00 degrees 32 minutes 59 seconds West 503.52 feet (Deed for Apostoles calls for 503.32 feet) to the POINT OF BEGINNING, containing 24.65-Acres, more or less.

Being Parcel No. 32-15-10-100-001.000-011/006-210411-1000001.

AND

Part of the Northwest Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 1 East, lying in Hendricks County, Indiana, and being more particularly described as follows:

Beginning at the Southwest corner of said quarter quarter section run North 150.00 feet; thence deflect 90 degrees right and run East 290.40 feet; thence run South 150.00 feet; thence run West 290.40 feet to the beginning point of this description.

