

**Commitments and Restrictions Relating to the Rezoning
And Future Development of the Daffin Cobblestone, LLC. Property**

The following commitments and restrictions are agreed to by applicant Daffin Cobblestone, LLC (the "Developer") and Harold E. and Rita S. Hashman and Danald R. and Virginia Clark (collectively, the "Owner") of approximately 215.5029 acres of land in Worth Township, Boone County, the legal description of which is attached to hereto and marked as Exhibit "A". The commitments and restrictions set forth below shall run with the land and be binding on the undersigned, future developers and builders of homes in the proposed subdivision to wit:

1. The final development plan for the proposed subdivision shall be in substantial compliance with (i) the plan presented to Whitestown and shown as Exhibit "B", and (ii) the comprehensive plan, including the transportation and thoroughfare portion, to be adopted by Whitestown. Further, any proposed subdivision shall have a maximum number of lots of 487. No lot shall consist of less than 9,000 square feet. At least 150 lots shall be no less than 9,100 square feet. At least 110 shall be no less than 10,875 square feet. The side yard setback shall be no less than seven (7) feet and the minimum front yard setback shall be 25 feet from the dedicated right-of-way or 70 feet from the center of the roadway, whichever is greater.
2. The average per lot sale price for the entire development shall be \$202,000 calculated in 2005 prices. [THIS NEEDS TO BE DEFINED BY MINIMUM SQUARE FOOTAGE AND BUILDING STANDARDS NOT PRICE.]
3. The proposed development will be built to the current Whitestown building standards in place and in existence at the time a building permit is issued and any future modifications of building standards..
4. The Property shall use the applicable Whitestown utilities to serve the proposed Development. All utility facilities shall be buried, regardless of the provider.
5. The Developer shall submit, upon Primary Plat Application, a street lighting and landscaping plan that will be in compliance with zoning, subdivision control, and building standards for the town of Whitestown and the following additional items:

[NEED ADDITIONAL LANDSCAPE AND STREET LIGHTING REQUIREMENTS.]

6. In order to aid the town of Whitestown, and to avoid a potential revenue shortfall that may prevent the town from furnishing capital and administrative services to the proposed development, the Developer agrees to certain municipal contributions and payments to the town of Whitestown as follows:
 - i. The Developer shall pay or cause to be paid to the town of Whitestown, at the time the Developer sells its interest in a lot or upon the issuance of a building permit, if the Developer retains ownership of the lot for which the permit is issued, the sum of \$250.00 per lot.
 - ii. The Developer shall pay or cause to be paid to the Worth Township Fire Department, at the time the Developer retains ownership of the lot for which the permit is issued, the sum of \$250.00 per lot into a fund designated by the Worth Township Trustee.
7. The Developer shall improve by grading the abandoned rail corridor adjacent to the North side of the Property for the use by the Whitestown Parks Department for its Rails to Trails program.
8. Developer shall install dry hydrants in all retention ponds for additional fire protection.
9. Developer shall arreate all retention ponds to midigate mosquito population and stale water.
10. The Developer agrees to improve County Road 400 South from the eastern property line of the Property, to its intersection with County Road 650 East. Further, the Developer shall provide 110 feet of right-of-way along County Road 400 South. These road improvements shall be completed upon construction and recording of the section of the plat comprising the southern entrance to the development in and along County Road 400 East. Such improvements shall be constructed to the applicable street and highway standards of the Town of Whitestown.
11. These Commitments and Restrictions become enforceable upon the rezoning of the subject property to an R-3 Residential Zoning Classification.

12. The proposed development will be developed and platted in phases. Each phase shall contain at least the following number of lots of sizes not less than indicated:

Phase	Lots	Size
I	36	9,100 square feet Lots
II	25	9,100 square feet Lots
	25	10,875 square feet Lots
III	35	9,100 square feet Lots
	25	10,875 square feet Lots
IV	45	9,100 square feet Lots
	35	10,875 square feet Lots
V	17	10,875 square feet Lots

13. The Developer shall pay the Town's legal fees associated with reviewing these commitments and the procedures necessary to annex the Property, including attending meetings, preparing documents and other services. Such fees shall be paid prior to adoption of the annexation ordinance.
14. The Town is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce these Commitments and Restrictions.
15. The parties agree that the Commitments and Restrictions touch and concern the Property, and shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.
16. The legal description attached hereto as Exhibit "A" and incorporated herein by reference is a true and accurate legal description of the Property.
17. The Developer shall record this Agreement and present the Town evidence that it has been recorded prior to the Town publishing the annexation ordinance.
18. These Commitments shall modified only after a Public Hearing before the Boone County Area Plan Commission, pursuant to its rules and procedures, and a favorable vote by the Town Council for the Town of Whitestown.

Date the _____ day of August 2005.

DEVELOPER

Daffin Cobblestone, LLC.

By: _____

OWNER

By: _____
Harold E. Hashman

By: _____
Rita S. Hashman

By: _____
Donald R. Clark

By: _____
Virginia Clark

STATE OF INDIANA)
)ss:
COUNTY OF BOONE)

Before me, a Notary Public, in and for said County and State, personally appeared, _____, Member of Daffin Cobblestone LLC., who acknowledged the execution of the foregoing Voluntary Commitments and Restrictions Relating to Rezoning, and who, having been duly sworn, stated that nay representations therein contained are true.

Witness may hand and Notarial Seal this _____ day of August, 2005.

Notary Public
Resident of _____ County, IN

My commission expires: _____

STATE OF INDIANA)
)ss:
COUNTY OF BOONE)

Before me, a Notary Public, in and for said County and State, personally appeared, Harold E. and Rita S. Hashman, who acknowledged the execution of the foregoing Voluntary Commitments and Restrictions Relating to Rezoning, and who, having been duly sworn, stated that nay representations therein contained are true.

Witness may hand and Notarial Seal this _____ day of August, 2005.

Notary Public
Resident of _____ County, IN

My commission expires: _____

STATE OF INDIANA)
)ss:
COUNTY OF BOONE)

Before me, a Notary Public, in and for said County and State, personally appeared, Donald R. and Virginia Clark, who acknowledged the execution of the foregoing Voluntary Commitments and Restrictions Relating to Rezoning, and who, having been duly sworn, stated that nay representations therein contained are true.

Witness may hand and Notarial Seal this _____ day of August, 2005.

Notary Public
Resident of _____ County, IN

My commission expires: _____

This instrument prepared by: Michael J. Andreoli, DONALDSON ANDREOLI AND TRUITT, 1393 West Oak Street, Zionsville, Indiana 46077-1839, Ph: (317) 873-6266, Fax: (317) 873-6384