

**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 rules of the Metropolitan Development Commission require 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 of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

**Legal Description:** Attached hereto as Attachment "B"

**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 by reference as Attachment "A".
2. Right-of-way shall be granted along East 30th Street and North Cumberland road in conformance with the Marion County Thoroughfare Plan, not to exceed seventy feet (70') from the center line.
3. All internal streets shall be public streets, as per the request of the Department of Capital Asset Management, Transportation Section, (DCAM).
4. A minimum of one access drive onto East 30th Street and North Cumberland Road, and two street stubs constructed along the west property line shall be provided, as per the request of DCAM, Transportation Section.
5. A tree inventory and preservation plan shall be submitted for and subject to Administrator's approval prior to the issuance of an Improvement Location Permit (ILP) and prior to any site preparation activity. The plan shall, at a minimum include: a) a tree inventory (20 by 20 feet area) to show the species and size of existing trees, and b) the proposed development and method of protection during construction activity. All trees proposed for removal shall be indicated as such. All development shall be located in a manner which causes the least amount of disruption to the trees.

6. The development will have a homeowners' association with mandatory membership and lien enforced assessments to support the association in, among other things, the expense of maintenance of common areas.

7. All homes shall be single family detached residences.

8. All homes shall have attached garages that can store least two (2) vehicles.

9. The front of all homes shall have a masonry finish up to the first story.

10. All homes shall be built for sale to occupants and not for rental.

11. Upon completion of construction of at least 70% of the homes to be built in this development, the homeowners' association shall cause to be installed as part of the development, street lights in cooperation with Indianapolis Power and Light Company.

12. A landscape plan for the main entrances and the Cumberland Road frontage shall be prepared and submitted to the Administrator of the Division of Neighborhood and Development Services. Said plan or plans shall first be submitted to the Far Eastside Neighborhood Association for review and comment.

13. The subdivision covenants to be made a part of the plat shall include the following:

- a. Sheds and outbuildings shall be only allowed in the rear yard. Their design and color must be approved by the homeowners' association.
- b. One satellite dish no larger than 24 inches shall be permitted. No other antennae shall be permitted.
- c. No above ground pools shall be permitted.
- d. Lawn ornaments, except for seasonal decorations, must be approved by the homeowners' association if they are to be installed in the front yard.
- e. All fences, patios and house additions must be approved by the homeowners' association.
- f. No boats, motor homes, house trailers, commercial trucks, campers or "RV's" shall not be stored in the driveway or lot of any house.
- g. No wrecked or improperly licensed vehicle shall be store on any lot.
- h. No temporary housetrailer or storage building shall be placed on any lot.
- i. All storm drainage ditches and swales shall be maintained free of debris.

- j. No above ground fuel tanks or tanks for trash or garbage shall be permitted on any lot.
  - k. Except for signs at the main entrances, street signs, political signs, garage or yard sale signs, no signs shall be permitted on any lot.
  - l. Only the usual domestic and household pets shall be permitted.
  - m. Mail boxes and street addresses shall be uniform throughout the subdivision.
  - n. Post lights shall be permitted in the front yards so long as they are uniformly setback from the right of way and in a uniform location in the yard.
14. Driveways shall be hard-surfaced with no gravel driveways permitted.
15. Homes bordering Cumberland Road and 30th Street shall have a minimum of 1,400 square feet of liveable space.
16. Homes directly west and across the street from these homes to be built on lots bordering Cumberland Road that are located south of the existing woods at the northeast corner of the subject real estate, and north of the incline of Cumberland Road as in rises going south over I-70, shall also have at least 1,400 square feet of liveable space.
17. Homes on lots bordering Cumberland Road shall have shutters on the windows on the east side of the houses.

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 #96-Z-223 by the City-County Council changing the zoning classification of the real estate from a D-4 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;
- 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. Far East Side Neighborhood Association.

The undersigned hereby authorizes the Neighborhood and Development Services Division of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition #96-Z-223.

IN WITNESS WHEREOF, owner has executed this instrument this 14th day of January, 19967.

CROOKED CREEK AT GEIST DEVELOPMENT COMPANY, INC.

BY Richard E. Jones, president  
RICHARD E. JONES, PRESIDENT

STATE OF INDIANA       )  
                              ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally appeared Richard E. Jones, President of Crooked Creek at Geist Development Company, Inc., who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of January, 19967.

Signature Nancy L Webb

Printed Nancy L. Webb

County of Residence Marion  
My Commission expires: 8/21/99

This instrument was prepared by Thomas Michael Quinn, CLARK, QUINN, MOSES & CLARK, One Indiana Square, Suite 2200, Indianapolis, IN 46204  
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ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he 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 he nor any person engaged by him 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.

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ATTACHMENT "B"

LEGAL DESCRIPTION

(+- 71 acre parcel at the Southwest corner of 30th St. and Cumberland Rd.)

A part of the West Half of the Northeast Quarter of Section 27, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

Beginning at the Northeast corner of the West Half of said Quarter Section; thence South 00 degrees 39 minutes 10 seconds East (all bearings recited in this description are referenced from an assumed datum, referenced from the North line of the West Half of the Northeast Quarter of Section 27, Township 16 North, Range 5 East, the bearing of which being North 89 degrees 19 minutes 48 seconds East) 1,392.15 feet along the East line of said West Half-Quarter Section; thence South 89 degrees 20 minutes 50 seconds West 15.01 feet to the Western boundary of Cumberland Road (as located in Indiana Department of Transportation plans for Project Number I-70-3(46)86, dated 1986); thence South 10 degrees 39 minutes 26 seconds West along said Western boundary 101.98 feet; thence South 04 degrees 06 minutes 30 seconds West along said Western boundary 755.32 feet to the Northern boundary of Interstate 70 (as located in Indiana Department of Transportation plans for Project Number I-70-3(46)86, dated 1986), being the point of curvature of a nontangent curve; thence along said Northern boundary Southwesterly 869.82 feet along an arc to the right and having a radius of 11,329.16 feet and subtended by a long chord having a bearing of South 76 degrees 01 minutes 02 seconds West and a length of 869.61 feet; thence South 77 degrees 47 minutes 21 seconds West along said Northern boundary 388.16 feet to the West line of the Northeast Quarter of said Section 27; thence North 00 degrees 38 minutes 05 seconds West along said West line 2,522.74 feet to the Northwest corner of said Northeast Quarter Section; thence North 89 degrees 19 minutes 48 seconds East along the North line of said Northeast Quarter Section 1,323.36 feet to the Point of Beginning, containing 71.045 acres, more or less.