

EXHIBIT B

MODIFICATION OF COMMITMENTS
CONCERNING USE AND DEVELOPMENT OF REAL ESTATE

Document Cross Reference No. _____, _____,
_____ and _____.

WHEREAS, the City of Westfield, Indiana (“City”) and Township of Washington, both of Hamilton County, Indiana are subject to the Westfield-Washington Township Unified Development Ordinance (“Unified Development Ordinance”);

WHEREAS, on December 13, 2004, the Westfield Council (“Council”) enacted Ordinance 04-43, recorded as Instrument No. 200500009748 in the Office of the Recorder of Hamilton County, Indiana, which rezoned the subject real estate more particularly described in **Exhibit A** (“Real Estate”) from AG-SF1: Agriculture / Single Family Rural District to SF-2: Single-Family Low Density District;

WHEREAS, commitments concerning the use and development of the Real Estate, recorded as Instrument No. 200500009748 in the Office of the Recorder of Hamilton County, Indiana, were made to the Council effective upon the Council’s enactment of Ordinance 04-43 (“Previous Commitments”);

WHEREAS, Langston Residential Development, LLC (“Langston”) has filed a petition (Petition No. _____), with the Westfield-Washington Advisory Plan Commission (“Plan Commission”) requesting modification of the Previous Commitments with regard to the Real Estate, incorporated herein (the “Modified Commitments”);

WHEREAS, the Real Estate subject to the Modified Commitments is the real estate that was subject to Ordinance 04-43 and the Previous Commitments;

WHEREAS, in accordance with the Unified Development Ordinance (Article 10.6), an introductory presentation of the Modified Commitments was made to the Council on May 11, 2015;

WHEREAS, the Plan Commission held a public hearing regarding the Modified Commitments on June 1, 2015 (“Public Hearing”) and approved the Modified Commitments in accordance with Resolution No. 150-**■**-ZC-0**■**;

NOW THEREFORE, Towne Road Development, Inc., (“Owner”) makes the following Modified Commitments to the Westfield-Washington Township Advisory Plan Commission regarding the use and development of the Real Estate:

Section 1. Modification of Previous Commitments. These Modified Commitments replace and supersede the Previous Commitments in their entirety as applicable to the Real Estate.

Section 2. Definitions.

1. ARB. The Architectural Review Road established by the Developer in the Declaration of Covenants.
2. Buffer Area One. That area of the Real Estate along part of the northern boundary of the Real Estate as indicated on the Drawing.
3. Corner Home. A home that is constructed on a Corner Lot.
4. Corner Lot. A Lot having frontage on two (2) public streets.
5. Declaration of Covenants. A Declaration of Covenants, Conditions and Restrictions for the Real Estate which shall be prepared by the Developer and recorded in the Office of the Recorder of Hamilton County, Indiana, Indiana, which may, from time to time, be amended.
6. Department. The Economic and Community Development Department of the City of Westfield.
7. Developer. Towne Road Development, Inc., its successor and assigns.
8. Drawing. The map which is attached hereto and incorporated herein by reference as **Exhibit B** and which outlines the perimeter of the Real Estate in yellow and identifies Buffer Area 1 in red.
9. Front Facing Garage Doors. A garage door that is parallel to the front elevation of the home.
10. Historical Architectural Style. Historical Architectural Styles are established by and shall mean and refer to such homes as (i) colonial homes, (ii) cape cod homes, (iii) craftsman homes, (iv) traditional farmhouse homes, (v) French country homes, or (vi) homes with various exterior architectural elements, taken from the foregoing, to create more recent versions of the foregoing.

The Departments shall have the authority to determine whether a specific house plan qualifies as a Historical Architectural Style entitled to the modification, in the manner specified in these guidelines, of the standards set forth in these guidelines. The Department shall have the authority to approve a house plan as Historical Architectural Style. The denial by the Department of a house plan as a Historical Architectural Style may be appealed by the Developer to the Plan Commission.

11. Homeowner's Association. A nonprofit corporation established by for the promotion of the health, safety and welfare of the residents of the Real Estate once developed, and to manage, maintain, and repair the common areas within the Real Estate and any improvements located thereon.
12. Lot. A parcel of land designated as such upon the Plat (as hereinafter defined) upon which there is constructed one (1) single detached home.
13. Masonry. (i) Brick, limestone, natural stone, cultured stone, or other similar material or a combination of the same, bonded together with mortar to form a wall, buttress or similar mass and (ii) EIFS and stucco.
14. Overhang. The portion of the roof structure that extends beyond the exterior framing walls of a home.
15. Permitted Exterior Building Materials. Masonry, wood, concrete fiber board (Hardi-Plank or similar materials) or resin based products (fypon).
16. Plat. The subdivision plat or plats for the Real Estate recorded with the Hamilton County Recorder.
17. Ridgeline. The intersection of two (2) horizontal roof planes, or the angle formed by them, which form a peak or a pitched roof.

Section 3. Commitments Applicable to the Real Estate. The following commitments are applicable to the Real Estate:

1. Density:
 - a. No more than 168 single family residences shall be constructed upon the Real Estate.
2. Masonry Requirements:
 - a. All homes shall have Masonry (i) a minimum of 18" in height from foundation wrapped around the entire foundation and (i) on all exposed basement walls.
3. Character Exhibits. The Character Exhibits, attached hereto as **Exhibit C**, are hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed in the District. Although the exhibits do not necessarily represent the final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are required to be constructed and that contribute to the District's intent and vision. It is not the intent to limit the architectural styles shown in the Character Exhibit, but to encourage diversity in architectural styles of Dwellings within the District. The

Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department's determination may be appealed to the Plan Commission.

4. Minimum Square Footage:

- a. One-story homes shall have a minimum living area of 2,300 square feet, exclusive of garages, basements, porches, carports and any unfinished area. This commitment shall be incorporated into the Declaration of Covenants.
- b. Two-story homes shall have a minimum living area of 2,800 square feet, exclusive of garages, basements, porches, carports and any unfinished area. This commitment shall be incorporated into the Declaration of Covenants.
- c. At least seventy percent (70%) of the homes shall have a minimum living area in excess of 2,800 square feet, exclusive of garages, basements, porches, carports and any unfinished area. This commitment shall be incorporated into the Declaration of Covenants.

5. Permitted Exterior Building Materials.

- a. Permitted Exterior Building Materials shall be used in all exterior areas other than windows, doors, garage doors and roofs. Vinyl siding and aluminum siding are prohibited building materials.

6. Buffer Area One.

- a. The Developer shall install the Buffer Area One consisting of fifty (50) feet in width, which shall be common area and shall not be part of any Lot or Lots.
- b. Within such Buffer Area One, the Developer shall plant two (2) rows of spruce evergreen trees, each row being twenty (20) feet on center with such spruce evergreen trees being at least five (5) feet in height at time of planting. Such trees shall be installed contemporaneously with the commencement of the development of the Real Estate and shall be completed prior to the initial paving of any roads.
- c. The Declaration of Covenants shall provide (i) for the establishment of such Buffer Area One, (ii) that such Buffer Area One shall be maintained by the Homeowner's Association and (iii) that any trees located in Buffer Area One that die or are damaged shall be replaced by the Homeowner's Association.

7. Declaration of Covenants and Homeowner's Association.

- a. In connection with the development of the Real Estate, a Declaration of Covenants shall be recorded and a Homeowner's Association shall be established.

8. Roof Pitch.

- a. The roof pitch on the main roofline shall be 8 feet vertical to 12 feet horizontal, from front to back for homes with Historical Architectural Style and the roof pitch on front gables shall be 10 feet vertical to 12 feet horizontal. Ancillary roofs such as porches, bays or walkways may be less than the minimum requirement.

9. Roof Ridgeline.

- a. A one-story home shall have a minimum of three (3) ridgelines, provided however, that when fewer is consistent with a Historical Architectural Style, a minimum of two (2) ridgelines shall be permitted.
- b. A two-story home shall have a minimum of three (3) ridgelines, provided however, that when fewer is consistent with a Historical Architectural Style, a minimum of two (2) ridgelines shall be permitted.
- c. Ridgelines shall only be considered if they are horizontal ridges which form the peak of a pitched roof area. Covered and enclosed porches shall count as ridgelines.

10. Corner Breaks.

- a. Each home shall have a minimum of three (3) corner breaks on the front and rear elevations. The exterior corners of a covered porch, the outermost corners of the home, and a projection with a height of less than six (6) feet shall count toward this requirement.

11. Front Landscaping.

- a. Front yard landscaping shall include sixteen (16) shrubs, eighteen (18) inches in height at the time of planting.
- b. Front yard landscaping shall include at least one (1) yard tree (2" minimum caliper outside planting bed).

12. Miscellaneous.

- a. All new homes, landscaping and exterior color plans must be approved by the ARB prior to beginning construction.

- b. All driveways shall be concrete unless otherwise approved by the ARB.
- c. Uniform mailboxes, as determined by the ARB, shall be required.
- d. Dusk to dawn lights shall be required in a uniform location, as determined by the ARD.

Section 4. Modification of Commitments. These Modified Commitments shall continue in effect until modified or terminated. These Modified Commitments may be modified or terminated only in accordance with the Unified Development Ordinance, following a decision made at a public hearing after notice has been given in accordance with the Unified Development Ordinance and the Plan Commission's Rules of Procedure.

Section 5. Effective Date. These Modified Commitments shall be effective upon approval of Resolution No. 150-ZC-0 by the Plan Commission and after these Modified Commitments have been executed and notarized by the current property owner of the Real Estate and recorded in the Office of the Recorder of Hamilton County, Indiana.

Section 6. Recording. The undersigned hereby authorizes the Department to record these Modified Commitments in the Office of the Recorder of Hamilton County, Indiana, upon approval of Resolution No. 150-ZC-0.

Section 7. Enforcement. These Modified Commitments may be enforced by the Department, the Plan Commission, property owners of real estate adjoining the Real Estate, and all property owners of real estate within the Real Estate.

Section 8. Binding on Successors. These Modified Commitments are binding upon (i) each owner of the Real Estate and (ii) upon each owner's successors, assigns and grantees with respect to the portion of the Real Estate owned by such successor, assign and grantee and during such successor's, assign's and grantee's ownership, unless modified or terminated by the Plan Commission pursuant to the requirements herein. Notwithstanding the provisions of this Section 8, these Modified Commitments shall terminate as to any part or parts of the Real Estate for which the zoning district or classification is later changed after the Effective Date.

[REMAINDER PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Towne Road Development, Inc., has caused these Modified Commitments to be executed as of the date identified on the Notary below.

Towne Road Development, Inc.

By: _____
James A. Caito, President

Date: _____, 2015

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared James A. Caito, President of Towne Road Development, Inc., who acknowledged the execution and the foregoing Modified Commitments Concerning Use and Development of Real Estate this _____ day of _____, 2015 for and on behalf of said entity.

My Commission Expires: _____
_____ Notary Public

Residing in _____
County of _____ Printed Name

This instrument prepared by James E. Shinaver, Nelson & Frankenberger, Indianapolis, Indiana.

Return to: James E. Shinaver, Nelson & Frankenberger, 3105 East 98th Street, Suite 170 Indianapolis, IN 46280 Indianapolis, Indiana.

I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. James E. Shinaver.

Exhibit A

(LEGAL DESCRIPTION)

A part of the Northeast Quarter and the Southeast Quarter Section 8, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said Southeast Quarter Section; thence South 00 degrees 17 minutes 04 seconds West along the East line of said Quarter Section a distance of 1,253.47 feet to the centerline of 159th Street; thence along the centerline of 159th Street by the next two (2) courses; 1) North 84 degrees 08 minutes 56 seconds West 1,409.41 feet; 2) North 89 degrees 46 minutes 19 seconds West 1,237.76 feet to the West line of said Southeast Quarter Section; thence North 00 degrees 07 minutes 02 seconds East along said West line 1,089.99 feet to the Southwest corner of said Northeast Quarter Section; thence North 00 degrees 02 minutes 15 seconds East along the West line of said Quarter Section a distance of 1,308.29 feet to the Northwest corner of the Southwest Quarter of said Quarter Section; thence North 89 degrees 30 minutes 21 seconds East along the North line of said Quarter-Quarter Section a distance of 1,323.83 feet to the Northeast corner of said Quarter-Quarter Section; thence along the westerly and southerly boundary lines of the real estate described in Instrument Number 98-39293 in the Office of the Recorder of Hamilton County, Indiana by the next three (3) courses; 1) South 00 degrees 38 minutes 10 seconds West 292.77 feet; 2) South 00 degrees 03 minutes 47 seconds West 349.85 feet; 3) North 88 degrees 08 minutes 00 seconds East 1,325.98 feet to the East line of said Northeast Quarter Section; thence South 00 degrees 12 minutes 04 seconds West along said East line 705.44 feet to the place of beginning, **containing 129.742 acres, more or less.**

EXHIBIT B

(Drawing)

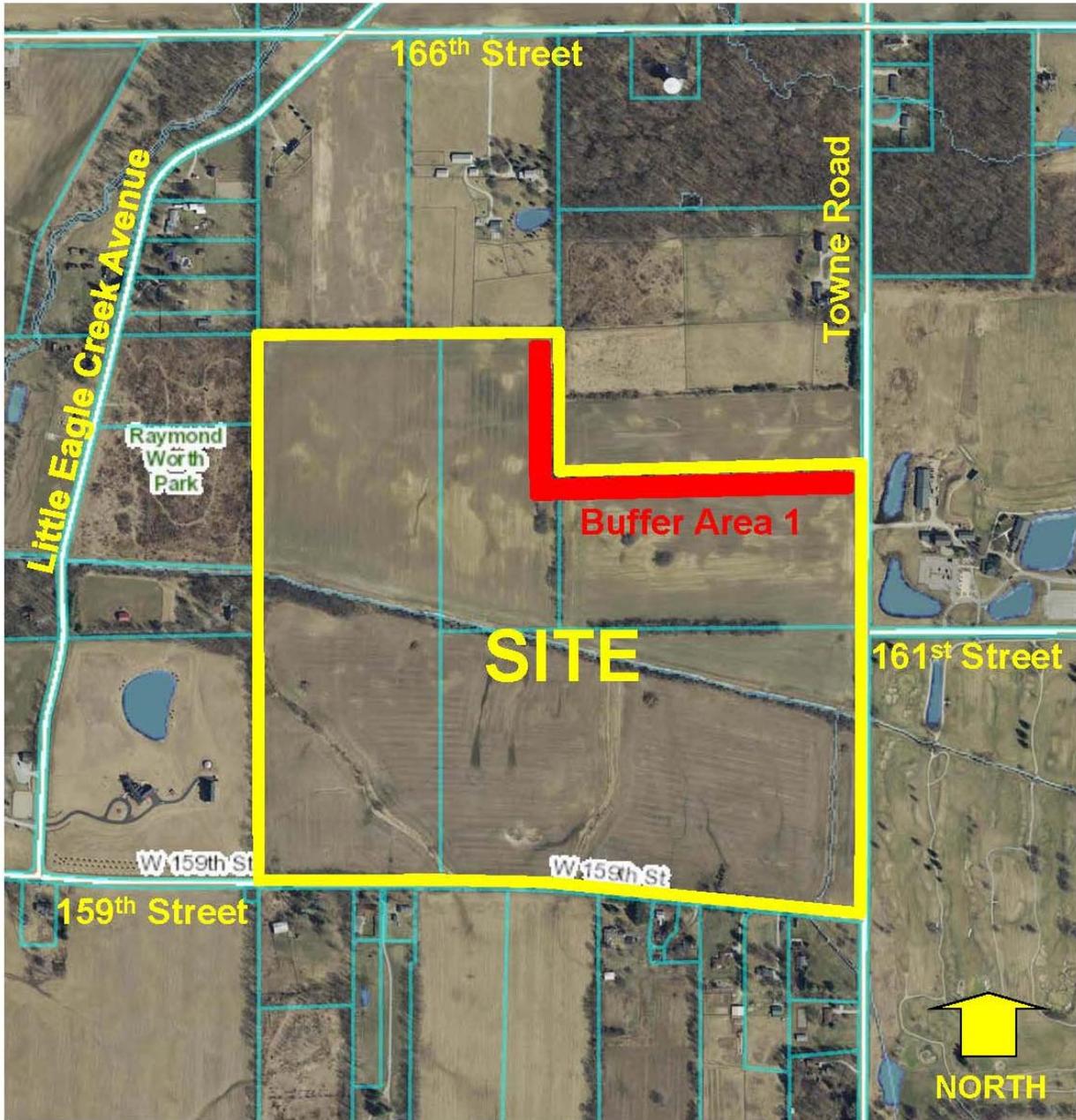


EXHIBIT C

(Character Exhibits)

