

**COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH A REZONING PROPOSAL**

In accordance with Indiana Code § 36-7-4-1015, Mihailo Rebec (the “**Owner**”), as owner of that certain real estate located in Elkhart County, Indiana, which is described more fully in **Exhibit A** attached hereto and incorporated herein (the “**Property**”), in relation to the petition submitted by Owner at the office of the Elkhart County Plan Commission as Transaction Number DPUD-0624-2025 (the “**Petition**”) to be considered by the Town Council of the Town of Bristol, Indiana (the “**Bristol Town Council**”), makes the following commitments concerning the use and development of the Property (collectively the “**Commitments**”).

1. **Representations of Owner.** Owner represents that the Property will be subject to certain restrictive covenants and managed by a homeowners association. These are material preconditions of these Commitments.

2. **Statement of Commitments.** Owner hereby agrees as follows:

- (A) To cause restrictive covenants to be recorded for the Property that prohibit leases or rentals on the Property of less than six (6) months and for any proposed leased to be pre-approved by the Property’s homeowners association. Owner will provide the Bristol Town Council with copies of the restrictive covenants and homeowner association bylaws evidencing these restrictions.
- (B) Landscape buffer along west, north, and east property lines of the Property to contain privacy fence no less than six (6) feet in height to include evergreen planting along property line inside privacy fence.
- (C) The existing home located on Lot 37 of the Bristol Commons D.P.U.D. dated October 21, 2025, as submitted with the Petition, shall have the exterior refaced to match the appearance of the new townhomes on the Property and shall be subject to the restrictive covenants and homeowners association for the Property.

3. **Commitments Binding on Successors.** The Commitments shall be binding on the Owner, subsequent owners of the Property, and other persons acquiring an interest in the Property.

4. **Modification.** The Commitments may be modified or terminated by a decision of the Bristol Town Council made at a public hearing after proper notice has been given. The Commitments do not automatically terminate upon a legislative body's adoption of a zoning map amendment (a.k.a. rezoning) covering all or any portion of the Property, or a change in the land use on the Property to which the Commitments relate.

5. **Effective Date.** The Commitments contained in this instrument shall be effective upon the grant of the Petition by the Town Council of the Town of Bristol, Indiana.

6. **Enforcement.** The Commitments may be enforced jointly or severally by the:

- (A) Town of Bristol, Indiana;
- (B) Elkhart County Plan Commission;
- (C) Town of Bristol Planning Department; and
- (D) Bristol Town Council.

7. **Severability.** Each covenant or restriction contained in the Commitments shall be severable and separate, and if any court shall rule that any particular restriction or covenant is unenforceable, such ruling shall not affect the enforceability of any other restriction or covenant under the Commitments.

8. **Governing Law.** The Commitments shall be governed by the laws of the State of Indiana.

9. **Recording.** The undersigned hereby authorizes the Clerk-Treasurer for the Town of Bristol, Indiana to record this Commitment in the office of the Recorder of Elkhart County, Indiana, upon final approval of the Petition by the Bristol Town Council on December 18, 2025, subject to these written commitments.

[Signature page follows]

_____, 2023.

“OWNER”:

Mihailo Rebec

STATE OF _____)
 _____) SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally Mihailo Rebec, 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 _____ day of _____, 2025.

Signature _____

Printed _____

County of Residence_____

My Commission expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. /s/ Alex C. Bowman, Esq.

This instrument prepared by: Alex C. Bowman, Esq., Krieg DeVault LLP, 4101 Edison Lakes Parkway, Suite 100, Mishawaka, Indiana 46545.

EXHIBIT A

Legal Description

A PART OF THE SOUTHEAST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE SIX (6) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE SIX (6) EAST, THENCE SOUTH 1374.36 FEET; THENCE EAST 96.17 FEET TO THE PLACE OF BEGINNING; THENCE EAST 344.23 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES EAST, 722.20 FEET; THENCE WEST 346.32 FEET; THENCE NORTH 28 DEGREES 54 MINUTES WEST, 722.55 FEET TO THE PLACE OF BEGINNING.