

BRITTON FALLS BY DEL WEBB COMMUNITY DISCLOSURE BOOKLET

September 18, 2006

Pulte Homes of Indiana, LLC, doing business under its brand name Del Webb ("Del Webb") is developing Britton Falls by Del Webb as an active adult community (the "Community"). Del Webb has over forty years of experience in building active adult communities, and today over 140,000 people call a Del Webb community "home." The Del Webb philosophy to its buyers is summed up as follows:

THE DEL WEBB COMMITMENT

Your decision to buy a Del Webb home will enrich your life with activity and variety. We pledge the following *DEL WEBB COMMITMENT* to you as a new Home Owner:

We will deliver a *QUALITY* home that complements your *NEW ENRICHED LIFESTYLE*.

We will keep you informed about the progress of your home and *DELIVER* what we *PROMISE*.

We will provide a *WARRANTY* that is fair and dependable.

We will provide *SERVICE* that is timely and professional.

The purpose of this Community Disclosure Booklet (the "Booklet") is to provide certain information about the process of purchasing your home at Britton Falls by Del Webb, the operation of the Britton Falls by Del Webb Homeowners Association, Inc. (the "Community Association") and certain other aspects of the Community lifestyle. Del Webb appreciates your decision to purchase a home from us. We want your enjoyment of your home and the Community to last for many years, and are providing this booklet to answer some of the questions you may have about Britton Falls by Del Webb. If you have any other questions, please call us.

Unless otherwise defined in this Booklet, all capitalized terms will have the same meaning given to them in the Community's Declaration of Covenants, Conditions and Restrictions for Britton Falls by Del Webb, and any supplementary or amended declarations to be recorded with the Recorder of Hamilton County, Indiana (the "Declaration"). This booklet is intended as a summary, and in the event of any inconsistency between (i) the Declaration or the Britton Falls by Del Webb sales agreement for the purchase and sale of your Del Webb home (the "Sales Agreement") and (ii) this Booklet, the Declaration and the Sales Agreement will control.

I. LOCATION OF BRITTON FALLS BY DEL WEBB

The Community is located within the Town of Fishers, County of Hamilton, State of Indiana ("Town") and is subject to the jurisdiction of the Town. Public services, public safety (police protection), fire protection and emergency services are provided by the Town. The zoning of the Community is governed, in part, by the Britton Falls PUD Ordinance Number 022105A, enacted by the Town on March 20, 2006 (the "PUD"). The PUD and its exhibits are referred to throughout this Booklet as the Master Plan.

II. DEVELOPMENT AND CONSTRUCTION ISSUES

Del Webb is planning to build Britton Falls by Del Webb in several phases, consisting of Section 2A, Section 2B, and Section 2C, as defined in the Declaration. The overall Community is currently about 300 acres, and is currently planned for approximately 1,015 home sites, and a recreation center which includes an approximately 22,000 square foot recreation center and other outdoor amenities.

A separate sales center will be located adjacent to the Community's recreation center and within the model home park area. The model home park area will have its own designated parking area separate from the recreation center. Prior to the completion of construction of the recreation center, temporary lifestyle activities may be coordinated from within an area of the model home park or the sales center.

A Section Exhibit is attached to the Declaration, showing the current perimeter boundaries of Section 2A, Section 2B, and Section 2C of the Community. No guarantee is made that the sections in the current Master Plan for the Community or additional amenities will ever be built, though Del Webb does have the right to add additional acreage, residences, and facilities to the Community beyond the current maximum described above.

Residents will experience some construction related traffic and activity after closing of the purchase of their home (the "Closing"). This may result in noise, dirt, detours, and other inconveniences which will be temporary in nature. Working hours for such activities will generally be from dawn to dusk, Monday through Saturday, with some exceptions.

III. ACTIVE ADULT MARKETING; RESTRICTIONS ON OCCUPANCY

Britton Falls by Del Webb is being developed as an age-restricted Community, planned primarily for adults fifty-five (55) and older, and is in compliance with the terms of the Federal Fair Housing Act, as amended. The Community has age restrictions as described in Article II, Section 2.5 of the Declaration. There are specific limitations on occupancy of the residences, summarized as follows:

Age Restriction: Each residence, if occupied, must be occupied by at least one (1) person fifty-five (55) years of age or older although a limited number of original purchasers of homes in the Community may be between the ages of fifty (50) and fifty-five (55) ("qualifying occupant"). No person under nineteen (19) years of age shall reside in any home for more than ninety (90) days in any consecutive twelve (12) month period.

The Board of Directors (the "Board") of the Community Association may establish policies and procedures from time to time as necessary to maintain the Community's status as an age restricted community under applicable law. Each Home Owner will be required to sign at

Closing an affidavit stating that each person occupying the house meets the residence requirements.

If you have any questions as to whether you, other residents of your home, or tenants qualify for occupancy, please ask your sales counselor before you buy the home.

IV. THE PROCESS FOR PURCHASING A HOME

A. Execution of Contracts. All residential sales include a residential home and homesite. Your sales counselor will provide you with your Sales Agreement. As part of the sales process, you will visit the Community's design center to select additional options and upgrades. The cost of any options and upgrades will be added to the purchase price shown on the Sales Agreement by a written addendum that you will need to sign. The decision as to how you take title to your home can have significant legal and estate planning consequences to you, and we strongly recommend that you seek professional advice in making this decision.

B. Mortgage Loans. If you are financing the purchase of the home, it is your responsibility to submit a loan application to a lender within five (5) days of entering into your Sales Agreement. Preliminary approval by a lender in the amount necessary for Closing must be provided upon request of Del Webb, but no later than thirty (30) days prior to start of construction. Final loan approval must be given by the lender no later than thirty (30) days after the start of construction of your home. For purchases of homes that are already under construction (having been issued a start of construction), final approval of the loan must be obtained no later than forty-five (45) days after execution of the Sales Agreement.

C. Prices and Future Changes. Although the purchase of your home may result in some future financial benefits due to appreciation in property values over the period of ownership, Del Webb makes no representations or warranties regarding future price changes on other homes and lots in current or future phases of the Community, and Del Webb reserves the right to adjust prices upward or downward without notice or obligation to Home Owners. Specifically, Del Webb makes no representation that your residence will at any time in the future either retain or exceed its value at the time of purchase. At no time will any sales counselor or manager of Del Webb make any representations or warranties (other than current new home sale prices) regarding tax benefits, home values, price appreciation or depreciation, or future pricing adjustments. Del Webb does not warrant that all similar homes will be sold at similar prices.

D. Cash Discounts. Del Webb may offer cash purchase prepayment discount programs ..

E. Form of Payment. An initial earnest money deposit is required at the time of the sale. Personal checks, cashier's checks, or cash are acceptable. Del Webb is in the process of determining whether credit cards (Visa, MasterCard, and Discover only) are acceptable. An additional down payment of the balance of twenty percent (20%) of the net purchase price, including lot premium and architectural options selected as of signing (excluding additional options, upgrades and change orders) is required prior to the start of construction. If construction has already begun, the down payment will be due within thirty (30) days of the date of the Sales Agreement. For options, change orders and non-standard items, a separate deposit of twenty percent (20%) of the price of those items, as determined by Del Webb, is required within fourteen (14) days after final selection, with the balance due at Closing. The down payment and the additional payment for options, upgrades and extras must be paid by personal, certified or cashier's check, or wire transfer. The Closing will not take place until

all funds are verified. Credit cards may not be used for payments other than the initial earnest money deposit.

F. Closing Funds. The title company which acts as closing agent will furnish you with an estimate of closing costs and what items are included as "closing costs." This estimate does not include loan closing costs, or lender's fees to obtain the loan ("points"). Closing costs which are payable to your lender will be supplied to you by your lender. Closing costs must be paid at closing. A cashier's check or wire transfer (including mortgage funding) must be received for the entire balance of the purchase price.

G. Retention of Funds in Event of Default. In the event you default on your obligation to purchase the home, Del Webb will retain all earnest money plus all sums deposited in payment of options, extras and upgrades to the residence, and/or may seek other remedies as provided for in your Sales Agreement and by Indiana law.

H. Lot Location. Location of the residence on the lot will be in accordance with applicable building codes, the Town's development standards and applicable ordinances, and Del Webb's customary construction practices. Lot perimeter is as shown on the recorded plat, including easement areas. A plot plan showing the intended placement of the residence upon the lot will be furnished to you for review prior to start of construction, provided that such plot plan remains subject to change until final approval by the Town. In the event of any discrepancy between the lot dimensions shown on the plot plan, and the recorded subdivision plat, the recorded plat shall prevail. All lot premiums are charged primarily based upon size, elevation, or special location (i.e., cul-de-sac, open space, corner, water) of the buyer's lot, and not based upon views, orientation of the residence, distance to adjacent homes, or the surroundings. Del Webb does not guarantee, warrant, or represent the availability of views from your lot now or in the future.

I. Construction Site Visits. Visits to the home site or other areas in which construction activity is taking place are prohibited if you are not accompanied by a Del Webb representative. A construction site can be a dangerous place for persons who are unaccustomed to the building industry or the risk associated with the construction of a house in progress. If you violate this provision, you accept full responsibility for any injury or loss which may occur to (i) you, your family or friends or other persons accompanying you to the site, or (ii) your personal property, regardless of the condition of the construction site.

J. Reversal of Floor Plans. The homes are designed so that the floor plan can be reversed on the lot. The layout of your floor plan will be designated as "garage left" or "garage right" on your Sales Agreement. The layout of your floor plan is determined exclusively by Del Webb in accordance with grade, safety, and other considerations.

K. Model Home Decorations. Model homes are professionally decorated and landscaped. Model homes contain many optional features that will not be included with your home, but may be available as options. Your sales counselor will provide you with a standard features list. Certain items, including, but not limited to, window coverings, wall coverings, special paints, special floor coverings, built-in items, ceiling fans, furniture, outdoor hardscape, fountains and spas and certain landscaping are not included as standard features and may not be available as optional items.

L. Optional Items. Optional items which have been selected and are available from Del Webb may not be changed once the home has been released for construction.

- M. Windows. Dimensions and location of windows vary with elevation selection.
- N. Attics. Attic areas are not intended for storage.
- O. Landscaping, Restrictions. Landscaping will be installed by Del Webb as weather and schedule permit, but in no event later than two hundred ten (210) days after Closing. Delay in such installation will not extend or delay the Closing date, and buyers will be solely responsible for paying to Del Webb at Closing any holdbacks or escrowed funds required by lenders relating to such incomplete improvements. Other than seasonal flowers not to exceed 24" in height (at maturity) and planted in the landscape beds originally installed by Del Webb, any additions of landscaping by Home Owner must be approved by Del Webb in advance in accordance with the Declaration and the Britton Falls by Del Webb Design Guidelines (the "Design Guidelines"). The Design Guidelines state that in order to preserve attractive view corridors and promote efficient landscape maintenance, no installation of landscape, hardscape materials or other improvements (other than underground sprinkler systems if otherwise approved) by Home Owners shall be approved for any portion of the lot, except under limited circumstances.
- P. Drainage. Grades, swales, and conveyance devices for drainage established by Del Webb are critical to the overall Community drainage plan and cannot be changed at any time. Each individual Home Owner is responsible for all damages related to any change of drainage, grade, or conveyance device whether caused by the Home Owner or hired landscapers.
- Q. Golf Carts. Del Webb is permitting the use of golf carts on the streets of the Del Webb sections of Britton Falls (Section 2A, Section 2B, and Section 2C as defined in the Declaration) provided the owner of the cart remains in compliance with all Town and State laws, and the Community Association's Golf Cart Standards.
- R. Utilities. Utilities to the home will be turned on prior to or at the time of final inspection. Home Owners have five (5) days to transfer the utilities to their name after Closing. Locations of above ground utility structures are determined by government agencies and/or utility providers and may affect your residence.
- S. Mail Delivery. Postal service is provided to each residence and the Community Association, and will all be on one side of the road, per requirements of the Postmaster of the United States Postal Service. Mailboxes and posts will be of a uniform design installed by Del Webb and maintained by Home Owners. Locations of the mailboxes are predetermined of the United States Postal Service Postmaster.
- T. Trees. There may be trees existing on the homesite at the time of your purchase. Del Webb will not guarantee that existing trees will survive following the construction of the home and will not be responsible for replacing such trees, for reducing any lot premiums or providing any other form of remuneration.
- U. Steps. In an effort to provide adequate yard drainage and to minimize driveway slopes, steps may be required in the accessway to the homes, including front steps, steps from the living area to the garage, steps from the living area to the back patio, steps to stoops, and

any other steps originally installed by Del Webb. Some floor plans offered may have steps leading to an upper level living space. With the exception of those and of basement stairs, no steps will be installed in the enclosed living area of the home.

V. Landscape Maintenance and Snow Removal by Association. Britton Falls by Del Webb is a maintained community, meaning that the Community Association will perform certain landscape maintenance and snow removal within the Community, including the mowing and watering of lawns and maintenance of planting beds on residential lots, and also including snow removal from driveways, streets and the front walkway and front porch of each residence to clear a single access (when there is more than 2 inches of accumulation). The Community Association will not provide snow removal for any auxiliary service walks, rear decks or patios at individual residences.

V. THE COMMUNITY ASSOCIATION

A. The Community Association. The Community Association was formed, to own the common area property and to administer the affairs of the Community. The Community Association will be run by a Board of Directors ("Board") consisting of not less than three (3) nor more than seven (7) members. The By-Laws of the Community Association will contain a detailed description of the powers of the Board.

B. Leadership. During the Declarant Control Period, which will extend until Pulte Homes of Indiana, LLC, no longer owns any land for development in the Community unless sooner terminated by Pulte Homes of Indiana, LLC, Pulte Homes of Indiana, LLC, will control the Board and therefore the management and orderly development of the Community. Control of the affairs of the Community Association is common in master planned real estate developments. Please review the Declaration.

C. Declaration. Prior to the closing of the first home, Del Webb will have recorded, with the Recorder's offices in Hamilton County, the Declaration. A copy will be delivered to you as part of the process for executing the Sales Agreement. The Declaration contains important and significant restrictions on property use and lifestyle, and you are encouraged to read it carefully before you purchase your home.

D. Assessments. During the Declarant Control Period, Pulte Homes of Indiana, LLC, may annually elect either to pay assessments on all of its unsold lots or to pay the cash "shortage," as defined in the Declaration, for such fiscal year. If there is a shortage that is not subsidized by Pulte Homes of Indiana, LLC, there could be assessment increases. The Community Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

Certain activities may involve membership in chartered clubs (as described in Paragraph N of this Section, below), which might require payment of additional fees. Members may not avoid the payment of Base Assessments and Special Assessments by non-use of the recreational facilities. Water (except for lawn irrigation), sewer, utilities, telephone, and cable television are not included in the assessments.

E. Membership and Recreational Facilities Use. Ownership of a home entitles the Home Owner to Membership in the Community Association with the rights granted pursuant to Article III of the Declaration. There is only one (1) Membership per residence, and the Membership is jointly held by any joint owners. Use privileges are different from Membership privileges and are subject to the provisions of Article II of the Declaration. Each Membership entitles the Home Owner to receive up to two (2) activity cards with use privileges per residence free of charge. Additional cards, if any, may be obtained upon fulfilling any requirements established by the Community Association. A separate fee may be charged for additional cards, and limits on the number of cards per residence will be established (refer to Article II, Section 2.2(a), et. - of the Declaration). The Rules and Regulations adopted pursuant to the Declaration will set forth limits on guest use of the Recreational Facilities.

F. Recreation Center. The Community Recreational Center is approximately 22,000 square feet providing areas for hobby, craft, game / card, aerobic / dancing, billiards and exercise activities, with amenities which include an indoor pool and fitness center. The building also houses the Community Association offices. Outdoor amenities currently include walking trails, a pool, tennis courts, and bocce ball courts. All costs of maintaining the Recreation Center will be included in the Community Association budget.

G. Tennis Courts. An area near the recreation center is an outdoor tennis facility primarily for the use and enjoyment of residents and their guests. The Association may hold events, which are open to the public for a fee. The Board may adopt a reservations policy, requiring residents to reserve their time to use the courts.

H. Special Use Fees. The Board is empowered by the Declaration to charge special use fees. As an example, special use fees may be charged for renting a room (subject to availability) at the Recreation Center for private use, such as the ballroom for catered banquets. Such functions may include residents and/or outside parties.

I. Additional Fees. Per the Declaration, the Community Association will charge (i) a Resale Transfer fee of a third of a percent (1/3%) of the gross selling price for each resale in all neighborhoods, (ii) an administrative processing fee of fifty dollars (\$50.00) in connection with all transfers, (iii) an Initial Reserve Contribution of two hundred forty-five dollars (\$245.00) in connection with sales of homes by Pulte Homes of Indiana, LLC, and (iv) an Initial Operating Contribution of one hundred dollars (\$100.00) in connection with sales of homes by Pulte Homes of Indiana, LLC.

J. Architectural Review and Modifications. Until the expiration of the Development Period, Pulte Homes of Indiana, LLC will administer and enforce architectural controls and review and act upon all applications for original construction and landscaping within the Community. The Board may appoint a Modifications Committee ("MC"), which, during the Development Period, may be granted certain powers by Pulte Homes of Indiana, LLC to review and approve modifications or alterations to existing structures. At the end of the Development Period, the MC shall assume all architectural and modifications review powers

of Pulte Homes of Indiana, LLC in addition to any existing delegated powers (see Article IX, Section 9.2 of the Declaration for more detailed information).

K. Design Guidelines. Pulte Homes of Indiana, LLC has prepared Design Guidelines, which set forth the Community standards for architecture, landscaping, design, and maintenance. The Design Guidelines are enforced by Pulte Homes of Indiana, LLC or the MC, as appropriate. Any changes or additions to the residence and all landscaping plans are subject to pre-approval by Pulte Homes of Indiana, LLC or the MC. The Design Guidelines specifically prohibit stand-alone flagpoles, storage sheds, all fences except for invisible pet fences, most statues, permanent swimming pools, and accessory buildings including gazebos, greenhouses, storage sheds and guesthouses unless installed by Del Webb. A copy of the Design Guidelines is included with your Sales Agreement package and is subject to amendment from time to time by Pulte Homes of Indiana, LLC.

L. Rules and Regulations. Pursuant to the Declaration, the Board has adopted Rules and Regulations which govern certain aspects of the Community and lifestyle. These Rules and Regulations may be amended from time to time. The Rules and Regulations are enforced by the Board or a designated committee.

M. Marketing By Del Webb. Del Webb may, for so long as it is a Member of the Association, use the recreational facilities for charitable, philanthropic, political, marketing and employee benefit purposes, and such use will include participation by non-members.

N. Chartered Clubs. An integral part of the lifestyle at Britton Falls by Del Webb involves activities at the recreation center. The Community Association will assist Members in forming and chartering clubs for the pursuit by the members of such clubs of hobbies and crafts. Any fees charged by chartered clubs for membership or use of facilities are not included in the Base Assessment and are the property of such chartered club. Some equipment may be furnished initially by Del Webb for club activities by the club members. Members of any such chartered club will need to reserve funds for future purchase and/or repair of equipment for each particular club. Membership in a club may be prerequisite to certain facility use.

O. Easements. Article XI of the Declaration provides for the creation of a variety of easements, including blanket easements, in favor of public utilities, the Community Association, and Pulte Homes of Indiana, LLC.

P. Pets. Home Owners are responsible for cleaning up after their own pets at all times and in a timely manner. In the absence of invisible fencing, pets are to be leashed at all times when outside. Regardless of the method used, pet owners are responsible for assuring that their pets do not run free. The number and type of pets are limited by the Declaration consistent with Town's ordinances.

Q. Trails and Open Space. Del Webb will install interior walking trails to include a 10' wide asphalt surface throughout the Del Webb portion of Britton Falls (Section 2A, Section 2B, and section 2C, as defined in the Declaration), for the exclusive use of Home Owners. Costs for maintaining the interior trails will be the responsibility of the Community Association and all related costs will be included in the Community Association budget.

Del Webb shall also install trails and sidewalks within public streets and rights-of-way located throughout Britton Falls by Del Webb. Such trails that are located within public streets and rights-of-way are available and open for use not only to Owners of the Properties, but to the general public as well. Del Webb plans to deed open space within the Community to Town of Fishers, pursuant to the Commitments made to Town of Fishers recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200600054008, as amended from time to time. The current plan is to dedicate approximately 13 acres of open space to the Town for a trailhead to a greenway system.

VI. SECTIONS

Per the Declaration, the Community is divided into Section 2A, Section 2B, and Section 2C. These sections within the Community will be provided landscaping maintenance and snow removal services by the Community Association. An easement in favor of the Community Association to provide maintenance is reserved over all lots in the Declaration. The Community Association is obligated to continue certain maintenance services as outlined in the Declaration, but not all of them.

VII. SALES ACTIVITY

Del Webb will be conducting the sale of homes from its sales center and possibly from other locations throughout the Community, which sales activity may generate significant traffic.

VIII. MASTER PLAN; DEVELOPMENT AND ANNEXATION OF LAND INTO BRITTON FALLS BY DEL WEBB

Exhibit A of the Declaration describes the area of land against which the Declaration will initially be recorded. This exhibit may be amended from time to time as additional property becomes subject to the Declaration. Exhibit B of the Declaration describes an area of land, which may later become subject to the Declaration as part of Britton Falls by Del Webb. This description may be amended from time to time as additional land is proposed for inclusion. Pulte Homes of Indiana, LLC may annex additional land into Britton Falls by Del Webb that is not currently described in the Declaration. This annexation will not require the consent of the Home Owners of lots in Britton Falls by Del Webb. Pulte Homes of Indiana, LLC reserves the right to make changes to the Master Plan. Pulte Homes of Indiana, LLC further reserves the right to make changes in land use, improvement plans, street pattern, the type, style, or price of residences, options and option prices, lot sizes, configurations, lot premium prices, densities, recreational amenities, addition or deletion of model homes, or other improvements. No statement by Del Webb or any sales counselor as to a present intended use of property in Britton Falls by Del Webb shall affect the rights of Pulte Homes of Indiana, LLC to make changes to the Master Plan or any zoning ordinance applicable to Britton Falls by Del Webb (including the PUD) in the future. The Master Plan presently allows for the development of up to approximately 1,015 residences. The actual number of residences at build-out will affect the amount of the Regular Assessment, and Del Webb cannot guarantee the exact number of residences. By execution of the Sales Agreement, and as a material part of the consideration included in the purchase price, you waive any right to claim any damages, costs, liabilities, expenses or obligations against Del Webb, its officers, directors, shareholders, employees, agents and subsidiaries for any

changes to development plans, the Master Plan, as amended, adopted by the Town, any zoning ordinance (including the PUD) or land use change within Britton Falls by Del Webb or on adjacent properties, or the annexation of additional land into Britton Falls by Del Webb.

IX. ENVIRONMENTAL FACTORS IN BRITTON FALLS BY DEL WEBB

A. Weather. The Community is located within a large geographical area that can experience heavy thunderstorms, high winds, and other severe weather in the wanner months. During and after heavy rainfall, temporary surface drainage may occur for a short period. The area can also experience heavy snowfall. The Community Association may provide snowplowing service to residents, but the Community Association isnot responsible for and disclaims any liability for indirect, special, or consequential damages arising from these services.

B. Removal of Materials by Del Webb. Del Webb has reserved the right to remove peat, gravel, soils and other material from Britton Falls by Del Webb (including Common Area) during the Development Period as it deems appropriate in its discretion (See Article XIII, Section 13.4 of the Declaration). Del Webb may sell such material without obligation to the Community Association.

You should carefully read the disclosures made in the Declaration. Ifyou have any questions, or do not understand these disclosures, please ask your sales counselor for assistance.

X. PULTE MORTGAGE CORPORATION

Pulte Mortgage Corporation, a wholly-owned subsidiary of Pulte Homes, Inc. is licensed to originate mortgage loans. Pulte Mortgage Corporation may offer financing to qualified applicants for the purchase of homes at Britton Falls by Del Webb. Purchasers of homes utilizing financing are not required to use Pulte Mortgage Corporation.

XI. TITLE INSURANCE COMPANY

The title company selected by Del Webb will perform certain title services and will retain title service fees normally collected in residential real estate transactions.

XII. WATER/SEWER SUPPLY

Britton Falls by Del Webb's water is provided by Indianapolis Water Company and sanitary sewer service is provided by Hamilton Southeastern Utilities

XIII. ELECTRIC UTILITY SERVICE

Duke Energy supplies electricity to the Community. Del Webb will install service to lot boundaries. Distribution facilities are phased in as development progresses and are completed prior to the completion of residences within each neighborhood.

Purchasers are advised that power lines will be located underground throughout the Community and the voltage and current associated with these lines produce electric and magnetic fields of varying strengths. Each Purchaser must make all inquiries into the effects of electric and magnetic fields as desired prior to purchasing a home. Del Webb makes no representation or warranty regarding electric or magnetic field levels within the Community, and all inquiries should be referred to Duke Energy. Duke Energy will own and maintain the electrical boxes used to monitor power usage. Location of these boxes is at the sole discretion of the utility and Del Webb has no control over where they are placed.

XIV. PUBLIC STREETS, WATER AND SEWER LINES

The streets within the Community are public and the curbs and sidewalks will be maintained by the Town. Streetlights, all buildings, trails, signage and water features will be maintained by the Association. The Town will maintain water mains and sanitary sewer lines only along the main trunk lines. The Community Association will maintain the entire storm sewer system within the Community and that portion of all water and sanitary sewer laterals outward from the main trunk lines to the boundary of the Common Area. Each Lot Owner will be responsible for the maintenance, repair and replacement of the water and sanitary sewer laterals within the boundaries of the Lot.

The Town will regulate traffic within the Community. The use of golf carts is permitted within the streets of the Community. All golf carts would be required to meet certain minimum safety equipment standards and must be maintained. Golf cart drivers using the streets will be required to have proof of insurance.

XV. RECREATIONAL AND COMMERCIAL VEHICLE PARKING

The term "vehicles," as used in this Section, shall include, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, golf carts, and recreational vehicles. No vehicle may be left upon any portion of the Community except in a garage, driveway, or other area designated by the Board. Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and non-licensed vehicles or inoperable vehicles shall not be parked within the Community other than in enclosed garages; provided, however, that one (1) boat, trailer, commercial vehicle, recreational vehicle, snow mobile, or other similar vehicle may be temporarily kept or stored completely in a driveway for not more than twenty-four (24) hours total within any consecutive seven (7) day period.

XVI. LAND USE PLANNING

Land uses currently surrounding Britton Falls by Del Webb include residential and agricultural areas, any of which uses may change in the future. Zoning and land use decisions made by municipalities, counties, other governmental bodies and adjoining owners affecting the land outside the boundaries of the Community are subject to change and are beyond the control of Del Webb. Del Webb makes no representations regarding this or any other future land use changes.

XVII. DEPARTMENT OF REAL ESTATE PUBLIC REPORTS

Britton Falls by Del Webb is a Planned Unit Development and subject to regulation by a number of governmental agencies including some out-of-state Departments of Real Estate. Various states outside of Indiana may require that a public report be filed with that state's Department of Real Estate for the protection of their residents. Any public report filed with an out-of-state Department of Real Estate will contain disclosures required by that state and should be read in its entirety. If there is any question as to whether your state of residence requires a public report, please ask your sales counselor before you buy the home.

This Community Disclosure Booklet is prepared voluntarily by Del Webb as a supplement to (or in lieu of) any public report that has been provided to you. This Community Disclosure Booklet is intended to serve as the public report for buyers from states, including Indiana, which does not require any form of Public Report. It provides a summary of certain disclosures that have been made to you by Del Webb and its sales counselors in connection with your purchase of a home at Britton Falls by Del Webb.

Reading this Community Disclosure Booklet is not a substitute for reading any Public Report, which may be required by any out-of-state Departments of Real Estate.

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