

Exhibit B Design Review Contract

Design Standards for _____, lot # _____

has submitted complete plans on _____ with all 4 elevations.

Beautification Deposit amount: \$ _____

This is a legally binding contract. All parties are advised to seek legal advice if there is any part of this document that is not understood.

| | Builder Commitment | Homeowner Commitment | CREG Approval & Comments |
|---|-----------------------|-------------------------|--------------------------|
| <p><i>Please initial to indicate you are in agreement. Please use n/a if not applicable.</i></p> <p>Does site plan include: driveway, sidewalk, post light, drainage flow w/arrows, septic & well, access ramps (if applicable) placements, all on a scaled 30 drawing.</p> | | | |
| | _____ | _____ | _____ |

A Drainage, Elevation & Excavation of Home

- | | | | | |
|---|---|-------|-------|-------|
| 1 | Circle if home is a walkout or lookout basement. (Walkout must be reflected on rear elevation.) | _____ | _____ | _____ |
| 2 | If house utilizes a walkout basement, builder warrants to have positive drainage away from walkout patio into rear yard so water will not potentially overflow or backup into walkout patio area. | _____ | _____ | _____ |
| 3 | Top of basement wall to be _____ above curb. | _____ | _____ | _____ |
| 4 | House elevation will be high enough that water will flow to rear & side drainage swale within easements & acknowledges that the flow of the drainage swale will not be blocked. If rear swale is shared across a number of contiguous lot, then water flow and grade design must conform with master drainage plan and to utilize only the prorated share of the total amount of fall. Drainage flow and drainage swales as indicated on site plan conform to the master drainage plan. | _____ | _____ | _____ |
| 5 | Place silt fence behind curb & rear yard if pond lot. Clean up dirt in street coming from lot. Cut any tall weeds on lot. | _____ | _____ | _____ |
| 6 | Acknowledges that purchase agreement addresses fill material and or heavy soils exist on this lot. | _____ | _____ | _____ |
| 7 | When establishing final house elevations, grades, driveway installation; builder to be responsible to coordinate, maintain & relocate, if necessary to achieve minimum grade separation, buried utility lines & relocate above ground utility boxes. | _____ | _____ | _____ |
| 8 | Indemnify developer for damage to buried pipe and or wires that exist within utility easements. | _____ | _____ | _____ |
| 9 | Builder warrants that the drainage plan for the homesite will not direct water towards the septic area nor onto adjacent lots. | _____ | _____ | _____ |

10 (strip lots only) place a swale and culvert along road right of way. _____

B Water/Retention Pond lot

1 Compacted soils to be aerated next to lakeshore to help insure any water overflow can percolate into the earth rather than travel closer to foundation. _____

2 Foundation walls must be waterproofed with rubber coating vs. damp proofing. _____

3 Warrants basement floor or any rear openings of home to be 2' above highest known water elevation. _____

4 Puncturing of Lake/Pond seal is prohibited. Any lake/pond lot excavation or dredging which punctures or otherwise disturbs any lake's/pond's seal shall be the responsibility of the builder and/or homeowners for costs relating to the repair of said seal. _____

C General Design / Misc.

1 Total livable Square Foot of home (excluding garage/basement/porch) is _____

2 Must drive by the house before you pull into the garage _____

3 Heating source:
____ Gas
____ Forced air
____ Add-on heat pump
____ Geothermal _____

4 Warrants to have dumpster on site and contain all debris in dumpster. _____

5 Warrants to have concrete trucks clean out only on this lot. Will not traverse or damage contiguous lot, without restoring to original condition. _____

6 Certificate of insurance on file with CREG _____

7 \$ Value of home minus lot : _____

8 Warrants not to use the exact same style and color scheme as existing contiguous neighbors. _____

9 Warrants all sides of home to have decorative openings or decorative accents to break up vinyl siding. _____

10 Builder and subcontractors to use construction entrances when available. Warrants to repair or replace any damage to marketing signs and agrees to not damage or disturb any contiguous lot staking, if staking is damaged, removed or disturbed, cost to repair or replace will be deducted from Beautification Deposit. _____

D Landscaping & Irrigation

- 1 Agrees to not cover up or damage any water valves and keep water valve @ top of final grade. _____
- 2 Landscaping (foundation plantings, lawn, accent trees, etc) to be installed within 4 months of home completion. Developer does not warrant the condition of any trees on the home site. Builder further warrants to take all necessary steps to not damage trees as or the root systems. _____
- 3 Agrees to install plantings to buffer condenser units, gas meters, or any visible mechanical/utility structures _____

E Roof

- 1 Required roof pitch is minimum _____ with a minimum of a one foot overhang with only Architectural-type shingles. _____
- 2 Shingle color is: _____
- 3 Copper roofs are permitted on bay windows. _____
- 4 All roof penetrations to be painted black or color to match the roof _____

F Sidewalks, Drives, Curbs & Streets

- 1 Is sidewalk required on this lot? If applicable, it is required to be poured through the driveway & be 5' wide, at least 4" thick, with broom finish and tooled joints 5' apart & meet all design standards & ordinances. Sidewalk to be poured through driveway, not abutting driveway. _____
- 2 Is this a corner lot outside the City where the sidewalk only runs along the through street and not the cul de sac? _____
- 3 Corner lot requires ADA handicapped ramp. Sidewalks that meet Right-of-Way must be handicap accessible and must adhere to all ADA standards. _____
- 4 Acknowledges placement of driveway does not conflict with existing water, curb stop, or sewer laterals. _____
- 5 Edge of driveway to be at least 50' from corner if possible for safety. _____
- 6 Colored concrete must be pre-approved by the DRC. _____
- 7 Width of driveway where it meets the curb is _____
- 8 Warrants that damage does not exist now & will repair any damage to the asphalt street or curb in front of the lot. If requested, builder will get letter from Governing authority that would allow marginal damage to not be repaired. _____

9 Acknowledges that top soil can exist in the set back areas, all driveways and/or sidewalks, shall be excavated and compacted to insure long term viability of the concrete. _____

G Wells and Septic only

1 To minimize any risk of contaminants, wells should be a minimum depth of 120 feet. To maximize the life and performance of the septic system, the septic system area should be roped off and should not be compacted by heavy equipment or have dirt stock piled over it. Builder warrants that septic and well placement on the lot will not violate the minimum separation distance from well/septic on other lots and from any pond or lake as mandated by the Health Dept. It is advisable to field measure all lots bordering ponds or lakes and not rely on the designated easement, but where the actual water elevation exists. This should be completed prior to any site plan design work. The Health Department, not the developer, mandates all design, size and location requirements for septic systems. _____

H Exterior of home (trim, siding & openings)

1 **Exterior siding (no Dutch Lap or vertical siding permitted)** _____

Type of siding _____

2 **Color of siding** _____

3 **Windows**

a True round top or an extended elliptical arch to be used. _____

b Arches are not permitted on a first floor window if another row of windows is located above. _____

4 **Window color (to match trim package)**

5 **Shutters** **yes** **no** _____

6 **Color of shutters** _____

7 **Style of shutters** _____

8 **Front Door - Style & Color**

9 **Color of trim (all trim packages including windows to match, this includes fascia, soffits, downspouts, gutters, etc.)** _____

Color of trim _____

10 **Type of trim** _____

11 **Garage Doors**

a House must have steel raised panel garage door. (32 min. panels for double door and 16 min. panels for single door) _____

b Total number of garage doors & dimensions _____

c Color of garage door to match trim package. _____

I Exterior of home

1 Required % of masonry for front of home is _____
Masonry is shown in detail on the blueprint.

2 **Brick (color)** _____

3 **Stone (color)** _____

4 **Chimneys**

a Any chimney above roof line or on an exterior wall must have masonry clad to match other masonry. (unless masonry chimney is not required) _____

b Direct vent fireplaces shall also be permitted, except on front elevations of home. _____

5 **Front Porches**

a Acknowledges that wood front porches are not permitted, only concrete front porches will be permitted. _____

J Yard Structures

1 **Mailboxes & House Numbers**

a Mailbox style & color utilized meets the approved size and design standards shown on Cooreman.com. All mailbox styles must be approved by the Postal Authority, County, and/or City. _____

Style:

Masonry (brick/stone to be same as home) - Approval for installation of masonry mailboxes must be obtained from the local governing agency

Villa style mailbox

Step style mailbox - color _____

b Location and specifications are determined by the Postal Authority, (see attached map for mandatory locations of all mailboxes) _____

- c Height from street to bottom of box: 42" - 48" _____
- d Distance from driveways: 10' before driveway or 20' after driveway _____
- e Setback distance from curb: front edge or door must be relatively even with back of curb. _____

2 Exterior Lights

- a Post light is required on this lot. _____

3 Fencing

- a Has this lot been pre-approved for a fence? _____
- b If approved lot for fencing does it meet the approved location & design standards as shown on Cooreman.com.
 - style of fence _____
 - height of fence _____
- c Location of fence shown on site plan. _____
- d Pool equipment will be screened from the surrounding areas. _____
- e Will pool fencing be installed at this time? _____
- f Fencing shall not be permitted to substantially block any neighboring lot's view of the lake. _____

K Yard Barns, play equipment & basketball hoops

- 1 Has this lot been pre-approved for a yard barn? _____
 Approval for outbuildings must meet guidelines as outlined on exhibit "C". Design, style, and plans must be submitted for approval. _____
- 2 If approved lot for yard barn does it meet the approved size & design standards as shown on Cooreman.com? _____
- 3 Is any play equipment being proposed at this time? (please attach a description and picture) if approved, play equipment must be of high quality and properly screened as required by the DRC. _____
- 4 Are any basketball hoops being proposed at this time? (please attach a description and picture) _____

Conclusion & Terms

In an effort to help maintain the overall appeal of this home & subdivision and maintain strong resale values, we the builder and homeowner warrant the above commitments to be accurate, truthful and what we will actually carry out. We hereby agree to forfeit any design review deposit in the event that an unapproved design was installed and or one of the above commitments was not kept. We also indemnify the developer for all cost that may be incurred to correct a violation or comply with a required design standard. The Builder & Homeowner shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature , which may arise out of or are connected with, any work done or not done by Builder, Builder's employees, agents, or subcontractors which is not in compliance with any building codes or ordinances or herein stated commitments. A violation or lack of enforcement of any of the enclosed commitments does not render any of the other commitments void or unenforceable.

Buyer/Builder authorize CREG to make any necessary site repairs if request for repair is not addressed within 2 weeks of being notified. These repairs may include but are not limited to controlling erosion onto the street, picking up debris that is left over from contractors or blown into contiguous lots, or planting trees for screening purposes. Buyer/Builder agrees that all costs associated with making such repairs as listed above will be offset from the Beautification Deposit.

Homeowners Signature _____

Builders Signature _____

Reviewed by: _____ **on** _____

Reviewed by: _____ **on** _____