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Cooreman Properties Inc
4404 Technology Dr.
South Bend, IN 46628

Lori D. Jarvis Register Of Deeds
Berrien County, Michigan

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Liber 3112 Page 1259



DECLARATION OF COVENANTS AND
RESTRICTIONS FOR

LAND COMMONLY KNOWN AS
BERTRAND SHORES

(Four Michigan Parcels
on Orange Road)

11-05

Cooreman Real Estate Group

Bringing People and Property Together

Berrien County Register of Deeds
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THIS DECLARATION made this **30th** day of **April, 2015**, by Cooreman Real Estate Group, Inc., an Indiana corporation, (Declarant).

STATEMENT OF FACTS:

- A. Declarant is the owner of the real estate located in Bertrand Township, Berrien County, Michigan; more particularly described on Exhibit "A".
- B. Declarant by execution of this Declaration declares that all homesites or lots which are conveyed which are a part of the property shall be subject to and impressed with the terms and conditions of this Declaration hereinafter set forth; and they shall be considered a part of the conveyance of any lot in the Property without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Property; and they shall run with the land and inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Property, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners present or future, of any land or lot included in said Property shall be entitled to injunctive relief against any violation or attempted violation of the provisions hereof and also damages for any injuries resulting from any violation hereof; but there shall be no right of reversion or forfeiture of title resulting from such.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

- I. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
 - a. "Bertrand Shores" is the name by which the Property, which is the subject of this Declaration, shall be known.
 - b. "Approved" or "Pre-Approved" shall mean determined to be acceptable, in writing, by the Design Review Committee
 - c. "Committee" shall mean the Bertrand Shores Design Review Committee.
 - d. "Declarant" or "Developer" shall mean and refer to Cooreman Real Estate Group, Inc., an Indiana Corporation successors and assigns of it and/or any affiliated entities
 - e. "Dwelling Unit" shall mean any single family dwelling to be used and occupied as a single household, including the garage and any appurtenances.
 - f. "Homesite" or "Lot" shall mean a parcel of real estate upon which a home can be built. If two or more contiguous homesites are owned by the same person or persons and if a house is constructed in such a manner as to overlap both homesites, it shall be treated as a single homesite for voting purposes, but as two homesites for assessment purposes. When Homesite is used, it shall be deemed to include the lot and the Dwelling Unit, if any, located thereon.
 - g. "Owner" or "Lot Owner" shall mean a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof that owns the fee simple title to a

Homesite.

h. "Property" shall mean the parcel of land designated as Bertrand Shores as described in Exhibit A.

II. Declaration. Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

III. Description of the Property. The property consists of lots, A - D as designated in the attached legal description and survey, situated in the County of Berrien, Township of Bertrand, State of Michigan

IV. Architectural Control

a. Design Review Committee. There is hereby created Bertrand Shores Design Review Committee ("Committee") which shall consist of three (3) persons appointed by the Declarant or its successors and assigns who shall serve until they are removed by the Declarant or have resigned. Committee may designate any one of its members to act on its behalf. In the event of any vacancy on the Committee, the Declarant shall appoint a replacement. The Declarant shall maintain the exclusive right, to appoint members of the Committee, until such time as the Declarant shall choose to assign this right, in writing. All new home construction plans shall continue to be submitted to the Committee appointed by the Declarant as stipulated above. The Committee shall have the authority to approve all plans and specifications for all Dwelling Units and the Landscaping Plan for each Homesite in the Property. No construction shall be commenced until the Committee shall have issued its written approval. The decision of the Committee shall be final and shall be entirely within its discretion. In the event, the Declarant, its successors, and the Committee do not exist, eighty percent (80%) of the record title owners, of said lot(s), shall act as said Design Review Committee.

b. Design Review

- i. The Declarant reserves the exclusive right to approve the Builders of Dwellings in this Property, until such time as all of the lots in the Property are sold.
- ii. No building or other structure shall be erected, constructed, placed, maintained, or altered on any lot, nor shall the natural topography or drainage of any lot be altered, until the construction plans for the structure or for the topographical alterations have been approved by the Committee. Each Builder and lot buyer is to complete the Design Review Contract sheet (attached as Exhibit "B") at the time design approval is requested and return a signed copy to the Committee. The plans must show floor plan, any porch or deck design, quality of construction, materials, outside colors to be used, harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations. The Committee must approve geothermal heating units. In addition, the site plans must show placement of driveways, sidewalks, drainage flow, post lights, retaining walls, and if applicable, septic systems and wells. One set of complete plans must be submitted and will be retained in

Declarant's office. The Committee's approval or disapproval as required in these covenants shall be in writing. No structure of any kind which does not comply fully with such approved plans shall be erected, constructed, placed or maintained upon any lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent.

- iii. Neither the Declarant, the Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone by reason of any mistake in judgment negligence, or nonfeasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any building or structure erected according to such plans or any drainage, well or septic system problems resulting there from. The Declarant shall also be held harmless against any claims against the builder. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that he or it will not bring any action or suit against the Committee or the Declarant to recover any damages or to require the Committee or the Declarant to take, or refrain from taking, any action. Neither the submission of any complete sets of plans to the Declarant's office for review by the Committee, nor the approval thereof by that Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.

V. Homesite Provisions

- a. Land Use. The requirement that each homesite shall be used solely for residential purposes shall not apply during the time that the homesite is being used by the Declarant or any homebuilder in the promotion, development, or improvement of the lots during which time the lot may be used as an office or model for sales and promotional purposes. Residency in any structure shall not be permitted until the exterior of the home has been one hundred percent (100%) completed. Occupying a motor home as a residence in this Property is not permitted
- b. Placement. The Committee in advance of the construction of any such improvement shall determine the placement of all buildings. It is the sole responsibility of the lot owner or his builder to provide a complete site plan prepared by a Registered Land Surveyor, showing the proposed dwelling location on the surveyed lot for review by the Committee. No alterations of location or any improvement prior to construction shall be made and no improvement shall be physically placed in any other position than that located on the submitted site plan without approval of the Committee. The Committee reserves the right to approve the site plan prior to home staking. All homes to be staked by a Registered Land Surveyor as approved by the Declarant. All expense with regard to such location placements and the actual physical staking for the location of such physical improvement shall be borne by the lot owner. No dwelling shall be located closer than a minimum of fifty (50) feet from back of the property line and no dwelling shall be located closer than forty (40) feet to any rear lot line. On any lot, there shall be

two (2) side yards, which shall have a minimum combined width of twenty percent (20%) of the width of the lot; no dwelling shall be located closer than ten (10) feet to the property line. Corner lots require a minimum of fifteen (15) feet side yard setbacks from each street. Individual property owners are solely responsible for checking with the governing authority and complying with the current minimum governing standards for building setbacks. The Declarant reserves the right to determine if a greater minimum setback shall apply on any lot. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building.

c. Lawn & Landscaping.

- a. The side, front and rear yards of each lot shall be planted with grass seed, sod or ground cover, and landscaped within one hundred and twenty (120) days (weather permitting) after the structure is completed, or the structure is occupied as a home, whichever occurs first. Wildflowers are permissible; however, they may be used only as a minor accent to landscaping.
- b. All vacant lots in their entirety, except heavily wooded lots, shall have the weeds and brush mowed so foliage does not exceed twenty-four to thirty (24-30) inches in height, except for the first thirty to forty (30-40) feet which shall not exceed twelve to eighteen (12-18) inches in height.
- c. All lawn and landscaping to be maintained in a neat and orderly fashion with proper fertilizing, weeding, and trimming to encourage a healthy, attractive landscape.

d. Temporary or Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tool shed, storage shed, or other outbuilding of any nature, except for a construction trailer used during construction of the residential dwelling, shall be used on any homesite at any time, either temporarily or permanently. Semi-tractor and trailer, school buses, modular homes, mobile homes, motor homes and house trailers are prohibited.

e. Lot Division & Land Development. There shall be no subdivision or sale of any lot by a homeowner for the purpose of building an additional dwelling. Either the Declarant or other proprietors of the contiguous land could ultimately develop Land contiguous to the Property's perimeter lots.

f. Protective Screening. Any screen planting over thirty-six, (36) inches high between the building setback line and front lot line on all lots, must be pre-approved in writing by the Committee. No screen planting over thirty-six (36) inches high shall be permitted within thirty, (30) feet of the shoreline of lake/pond lots. No screen plantings or trees whatsoever shall be permitted on any shoreline area or back yard, which obscures the overall view of the lake/pond for the other lake/pond lot owners. The Declarant reserves the right to trim trees that may obstruct the overall view of the lake/pond for the other lake/pond lot owners' view, at homeowners expense if homeowner fails to do so.

g. Perimeter Fencing and Retaining Walls. The placement, style, color, material and

height of all fencing shall be submitted to the Committee for written approval, prior to any installation. No fencing to be installed in easement areas unless approved in writing by the Committee. Retaining walls may be required if a significant grade change exists, or is created by the process of grading between lots. The Committee must approve the placement, style, and height of all retaining walls in writing. Retaining walls along a perimeter lot line that poses a significant danger because of the drop off shall utilize a protective landscape screening. The Committee reserves the sole right at its discretion, to prohibit any fencing, other than underground electric pet containment systems, on certain lots.

- h. **Pools, Tennis Courts, & Playground Equipment.** No above ground, partially in-ground (Partially in-ground pool is defined as any pool whose sides rest in "partial contact" with the earth), or on-ground pools shall be permitted. Only permanently installed, fully in-ground (Fully in-ground pool is defined as any pool whose entire surface of the sides rest in contact with the earth) pools shall be permitted. Detailed plans showing, the Committee prior to installation must approve size, placement, materials, fencing and/or pool cover materials in writing. All pool covers and or fencing around pools must comply with all local and state ordinances or rules governing such barriers. Regardless of pool cover style or fencing, the Declarant and its assigns are held harmless and indemnified against all claims related to the paragraph. The Committee has the right to determine type of barrier to pool access and may also require additional screening of any pool area. It is highly recommended that written approval be obtained prior to ordering any materials. It is the intent of the Declarant that this building restriction prevents temporary pools, which sit on top or partially into the ground, regardless of permanently, planned decks that would be installed around pools. No tennis courts or basketball courts or basketball posts with mounted backboards shall be permitted unless approved in writing by the Committee. The Committee must approve playground areas or equipment. Evergreen screening around any approved playground equipment may be required at the sole discretion of the Committee.
- i. **Detached Buildings.** The Committee may approve on the construction of a detached outbuilding for the purpose of storage of personal items such as cars, boats, trailers, motor homes, hobby or lawn maintenance equipment, or for personal recreation use. The Committee reserves the right to determine approved style, location, color, size and materials used. All uses of any such outbuilding shall conform to the regulations of any applicable local, state, or federal governing body (please see attached Exhibit "C" for the Design Guidelines for Outbuildings).
- j. **Antennas and Satellite Dishes.** No outside above-ground television, A.M., F.M., or short wave radio antennas of any type, shall be erected or maintained on any lots or structures in this Property. Each lot owner may, however, have on his homesite no more than one (1) satellite dish not more than one (1) meter in diameter for electronic signal reception. No satellite dish may be placed in either the front or the side yards of a lot. The satellite dish must be placed, to the extent feasible, in locations that are not visible from the street or other common property. The placement and size of the satellite dishes must be approved by the Committee before placement on any lot. The Committee may also

require protective screening.

- k. Debris, Garbage, and Refuse Disposal. No lot, or contiguous lot during the construction period, shall be used or maintained as a dumping ground for rubbish or brush. Trash, garbage, or other waste shall not be kept except in sanitary containers. During the construction period for any house, the builder or lot owner shall place a construction dumpster or construct a suitable temporary container on each homesite or available for use by each homesite for the disposal of trash. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used for the storage of old lumber, cars, materials or debris including grass clippings. Firewood may be stored on a lot, but stored in an orderly and sightly manner and appearance.

VI. House or Dwelling Provisions

- a. Home Occupations. No lot or lots shall be used for any purpose other than as a single-family residence, except that a home occupation, defined as follows, may be permitted: any use conducted entirely within the residence dwelling and participated in solely by a member of the immediate family residing in said residence, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is:
- a) No sign or display that will indicate from the exterior that the building is being utilized in whole or in part for any purpose other than that of a dwelling;
 - b) No commodity sold upon the premises;
 - c) No person is employed other than a member of the immediate family residing on the premises; and
 - d) No mechanical or electrical equipment is used; provided that, in no event shall a barber shop, styling salon, beauty parlor, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation.
- b. General Restrictions. The Declarant reserves the right to use its discretion to limit certain home designs to certain Homesites, determine front load or side load garage doors on certain Homesites, limit square footage of Homesites, regulate exterior color, building materials, landscape design and other differentiating decisions with regard to the Dwelling Units which are built on Homesites.
- c. Exterior Siding Material. The exterior siding material of all residences shall be vinyl, brick, stone, stucco, and redwood or cedar lap; no vertical Masonite siding shall be permitted. The street facing side of all dwellings shall be faced with a minimum of brick or stone accents as determined by the Committee.
- d. Roof Pitch. The roof pitch of all residences shall be in compliance with the requirements of the St. Joseph County Building Code or not less than 8" / 12", whichever is the more restrictive and shall maintain a minimum of a one (1) foot overhang.
- e. Windows. All sides of the dwelling shall have at least one (1) window unless the Committee grants a variance.

- f. Dwelling Size. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two (2) stories in height. All dwellings shall have a full-size garage, which is capable of storing at least two (2) cars but not to exceed space for three (3) cars. No dwelling shall be permitted on any lot with a living floor area of the main structure, exclusive of one-story open porches and garages, of less than the following number of square feet for the following types of dwellings:

Type of Home	Minimum Square Footage
Ranch Style	1400 square feet
2 Story	1600 square feet

At the discretion of the Committee, walkout lower level living areas may be used to partially attain the square footage minimum requirement. Up to one hundred fifty square feet (150 sq, ft) may be allocated towards the total square footage of the home, to meet the minimum requirements.

- g. Driveways. No stone or cinder driveways shall be permitted. All driveways are to be a minimum of twelve (12) feet wide, maximum width thirty (30) feet, in accordance with governing ordinances, and must be constructed of brick, or concrete. Circular drives in front of homes must be a minimum of eight (8) feet wide and must be approved by the Committee. The gutter line of the road shall not be filled or "wedged" with asphalt or any material.
- h. Porches. All porches must be of concrete construction. Wooden porches shall not be permitted, unless the Committee grants a written variance.
- i. Mailboxes. All mailboxes shall be of Committee approved style, type, and material.
- j. Chimneys. Chimneys if any, on exterior walls and extending above rooflines shall have masonry veneer. Acceptable alternatives to masonry exterior chimneys would be a "direct vent" fireplace with Committee approval or an interior chimney with brick or stone veneer above the roof. Vinyl sided chimneys are not permitted. Direct vent exhaust flues are not permitted on the street facing side of the home.
- k. Solar panels. The Committee prior to construction must approve installation and location of any proposed solar panels in writing.
- l. Handicap accessible. Individual property owners are solely responsible for checking with the governing authority and complying with the current governing standards for sidewalk construction.
- m. Lighting. A dusk to dawn light (or gas light) of the type approved by the Committee shall be installed by the builder or lot owner on each lot in front of the front building setback line, approximately twenty to forty feet (20-40) behind curb. If electric, post lights shall be equipped with automatic operators (electric eye) to provide light from sundown to dawn. All dwellings located on a lake/pond to have a dusk to dawn post light at a location in the rear of the homesite as determined by the Committee. Declarant is not obligated to provide for street lighting.

- n. Exterior Maintenance of Dwellings. Owner shall replace and repair any portion of the exterior of his Dwelling Unit which is damaged or in need of repair or replacement and such maintenance shall include but not be limited to replacement and major repair of siding, shingles, roofs, masonry walls and chimneys, plumbing fixtures, heating and air conditioning systems, driveways, sidewalks, windows, exterior lighting fixtures, gutters and downspouts, appliances and other mechanical and electrical systems. The Owner must maintain any paint or stain on the exterior of his Dwelling Unit at least every five (5) years, or as needed to properly maintain, using paint or stain which is approved by the Declarant in advance as to color and quality. The Declarant or its assigns may not, in any respect, be liable to an Owner for any expense, repair or other liability of any type or nature due to defects in the Dwelling Unit, siding or any other materials, whether required by the Committee or not, in the construction of the Dwelling Unit, and Owner hereby releases both of them from any such claims.
- o. Enforcement of Covenants. The right and obligation to enforce the provisions contained herein, by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in the Declarant, its successors and assigns and in each owner of any lot in this Property. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title of any of the lots herein before described, or the Declarant, to proceed either in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Declarant should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including but not limited to reasonable attorneys' fees, expense of removing or altering any Homesite which violates this Declaration and any other related expense shall be paid by the Owner of such Homesite against whom such enforcement action is brought, and any such expense shall become a Special Assessment against that Homesite and be enforceable in the same manner as is provided in this Declaration for other assessments. Any infraction or violation of these covenants that may also be a civil code violation can be reported to the governing authorities.

VII. Easements

- a. There are strips of ground variable in width, as shown on the survey, and marked "Easement" reserved for use as roads, or for maintenance/creation of any ponds, lake access, or non-access, or recreational/drainage easements, or signage and landscape easements, and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, and overland drainage flows, subject at all times and for the benefit of the proper regulatory authorities, the Declarant, or its assigns, and to the easement herein reserved. The owner(s) of the lot(s) containing said easements, their successors and assigns shall take their titles subject to said use of the easements. No permanent structures shall be erected or maintained upon said strip of land except as noted in this Declaration. No changes shall be made in the grading of any lot areas used as drainage swales as initially provided which would alter the flow of overland storm drainage runoff. No vehicular access over the area shall be permitted except for the

purpose of installation and maintenance of screening, utilities and drainage facilities.

Furthermore, any utility company, in setting utility poles, shall have the right to set anchor poles at any change of direction of their lines. The timing of installation and the location of all utilities including transformers and pedestals are at the utility company's discretion. Lot Buyer shall grant utility companies, or Declarant additional easement if necessary to service lots. In an attempt to preserve trees along the road right of way, utility companies may request a slightly wider easement. Trees located in the utility easement are subject to trimming or cutting if necessary by the utility companies.

The rights of the utility companies are outlined in the lot drawings shown appropriately as utility easements.

- b. All drainage, retention and utility easements delineated on the survey are easements reserved to the Declarant of the Property, or any applicable governing body. However, the Declarant is granted the right to utilize said easements. The Declarant reserves the right to construct and maintain continuous drainage facilities, including, but not limited to, swales, pipes and drywells, to provide within said easements yard drainage on, across and between, all lots on the survey. The respective property owners shall be required to maintain and preserve drainage and retention easements. If the actual boundaries of any pond/lake (designated on the survey as a drainage or retention easement) as built or currently exists, vary from the boundaries of the drainage or retention easement on the survey, then the easement granted herein shall extend to the boundaries of the pond/lake as built or currently exists. Each lake/pond lot in the Property shall be subject to a flowage easement over and across such lake/pond lot. The Declarant reserves to itself, and its successors and assigns, such an easement upon, across, and through each of any lake/pond lots and the shoreline areas as is necessary in connection with managing, operating, maintaining and improving any lake/pond, including dredging such lake/pond. The Declarant reserves the right to use any and all lake/pond access or drainage or retention easements for the purpose of right-of-way and easement for construction, operation, use, maintenance, repair, renewal, and removal of facilities necessary to provide for the maintenance of the lake and its immediate surrounding environs as those limits are defined by said retention/drainage easements.

Some retention ponds are not intended to be year round landscape ponds, but are intended to be "dry bottom" ponds, for the sole purpose of retaining water runoff from the property, and may or may not hold water permanently.

The signage and landscape easements delineated on this Property are easements reserved solely to the Declarant. The Declarant reserves the right to construct sign(s), and landscaping features, per the governing Zoning Standard, in order to identify said Property and/or to provide for the promotion and affect the sale of the lots or structures in said Property. The Declarant shall maintain any lawn and landscaping in these signage and landscape easements. The right-of-way and/or maintenance easement area for the County or City is used to maintain the roadway. The County or City expects its employees to exercise due care, but the County or City is not responsible for damage to mail boxes, planters, decorative stones, posts, fences or sprinkle heads within this area. Mailboxes should be placed so that the front of the mailbox is two (2) feet from the edge of the pavement. Where there is a stone or paved shoulder, the mailbox may be

placed even with the edge of the shoulder but no closer than two (2) feet from the pavement. Brick mailboxes should be placed one (1) foot behind the concrete curb or as required by the County or City right-of-way and/or maintenance easement standards, which ever is the more restrictive. Mailboxes should be placed in accordance with the current specifications mandated by the Postal authority.

VIII. General Provisions

- a. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood. No laundry shall hang outside on any lot in the Property.
- b. Marketing by Declarant. The Declarant reserves the exclusive right to place or construct signs, benches, information boxes, or other advertising fixtures, in landscape and signage easement areas, lake or pond access easements, or non-access easements, including within any entrance island areas of the Property in order to foster the promotion and effect sales of lots or structures in the Property. No sign of any kind including but not limited to signs of a political nature or otherwise advertising viewpoints, support or non-support of political candidates, or items for sale shall be displayed to the public view on any lot or home except one sign of not more than five (5) square feet advertising the home for sale or rent. Signs or notices may be displayed inside the windows of the dwelling. No sign shall be permitted on a vacant lot advertising the lot and/or the asking price, for resale except the signs of approved builders or Declarant unless approved in writing by the Committee. Advertising in local magazines, newspapers, and direct mailings or listing lot in MLS service, with broker of your choice is an effective alternative.
- c. Yard Decorations/Ornaments/Furniture & Seasonal Decorations. Yard decorations, ornaments and or lawn furniture and temporary seasonal/holiday decorations/lights shall be permitted on the exterior of the dwelling, however the Declarant shall reserve the right to require modifications or removal of decorations/displays deemed to be unsightly, offensive or obnoxious or out of scale for a residential area.
- d. Marketing by Declarant. Declarant reserves the right to utilize improvements, streets, common areas, and easements or improvements on said easements within this Property, including but not limited to fountains, electrical outlets, any gazebos, or other common areas improvements, for the purpose of promotion and sale of lots or homes in said Property. This can include, but is not limited to, sales vehicles, tents, spec homes, open houses, and home shows. The Homeowners Declarant shall provide any required keys for locks to any Common Area to the Declarant if locks are changed. Declarant reserves the right to photograph or video record vacant lots, landscaped areas, homes during construction, and finished homes, and use these images in advertising to foster the promotion and effect sales of lots or structures in said development. Said aforementioned rights of the Declarant shall remain in effect until all lots in the Property are sold or until said rights are conveyed or extinguished by the Declarant to the Declarant in writing, whichever shall occur first. A co-op advertising/marketing and exclusive builder fee is paid to Declarant by the Builder, in exchange for exclusive

building rights in Declarant owned subdivisions, and for marketing and advertising support for the Builders and their homes.

- e. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner. No dog may be permitted to run at large.

- f. Completion Date. Any structure begun must be completed within a period of one (1) year from the date of beginning, or thereafter completely removed. Lot owner shall not permit any improvement, which has been partially or totally destroyed by fire, or other casualty, to remain in such a state for more than three (3) months from the time of such destruction or damage. Construction of a dwelling on the lot shall commence within two (2) years of closing date of lot purchase, unless the Declarant grants a waiver of this provision.

- g. Fuel Storage Tanks. Fuel storage tanks of any kind are prohibited, including large bulk propane LP gas tanks to heat the home or garage.

- h. Recreational or Commercial Vehicles and Parking. No recreational or commercial vehicles, including but not limited to, campers, trailers, trucks, dune buggies, or boats may be used as a temporary residence or kept in open areas in this Property, whether such open areas are on or off the lot of any lot owner. Maximum number of parked cars in the driveway shall not exceed the maximum number of garage doors of dwelling except for temporary parking of vehicles of guests of owners of lots. No vehicles of any type shall be parked on the street of the Property except for the temporary parking of vehicles of guests of owners of lots.

- i. Utilities. Declarant reserves the right to approve all utility companies that provide service to residents of the Property. All public utility services, either in the streets or on any lots, including but not limited to electric, gas and telephone service, and cable television, shall be located underground, and shall not be visible. All street or lot lighting shall be situated on posts with no lines visible. To assure the enforcement of this restriction, the Declarant, for itself, its successors, and assigns, does hereby agree: (a) To prohibit the erection and use of overhead wires, poles, and other facilities of any kind, including but not limited to those associated with electrical, television, cable or telephone service, either electrically or by telephone from poles and overhead wires around the perimeter of the Property or development. Nothing herein should be construed to prohibit Declarant from installing street lighting at Declarant's choice of locations if serviced by underground wire or cable; (b) To require that the owner of any building erected on the property install an electric service entrance of sufficient capacity to meet present and future requirements of the occupants in accordance with the engineering standards of the electric utility company; (c) To require owners to assume all landscaping responsibility and restoration of paved or planted areas made necessary by maintenance, replacement or expansion of the underground service facilities. Owner to assume all responsibilities and cost if owner chooses to substantially alter the grade in

the utility easement, which would result in the utility company relocating their lines to provide adequate protection for said line; (d) To require accessibility to all strips in which underground service is located for operation, maintenance, or replacement of facilities; and (e) To require that the owner of any building erected on the property must pay any cost differential for underground service laterals.

- j. Fires. No fire shall be permitted to burn upon any street or roadway in this Property.
- k. Swales and Ditches. Roadside standard ditches, or swales, if any, whether adjacent to roads or along or near property lines for drainage purposes shall be constructed in accordance with the governing authority in effect at the time of said construction, and such ditches or swales shall not be filled in. Where required by a governing authority or Declarant, culverts shall be installed and maintained and kept clear by the homeowner on the homesite where such culverts are installed, so as to allow the free flow of surface water. Builder to verify if County or City require culvert under driveway.
- l. Mediation and Arbitration. In the event of any disputes arising out of the interpretation or enforcement of the provisions contained herein or related to any other matter brought by the individual property owners against the Declarant, all parties shall agree to submit to third party mediation and/or binding arbitration.
- m. Waiver or Amendment of Covenants. The Declarant may, in its sole discretion, waive a requirement contained herein or permit an alternate thereto, where it is convinced, in its sole discretion, that a waiver or modification in connection with such matter is consistent with the purposes of these restrictive covenants and the nature of the Property.

It is expressly provided that the Declarant, its successors, or assigns, shall have the exclusive right for a period of twenty (20) years from the date of recording to amend any or all of the restrictions or covenants herein contained, subject to paragraph titled "Separability of Covenants." Such amendment shall be evidenced by the recording of a written amendment signed and recorded in the Office of the Recorder of St. Joseph County and shall become effective upon such recording. This shall include the right to waive any part of the restrictions or conditions as to any particular lot. After twenty (20) years from the date of recording of this document, these Restrictions and Limitations may be amended at any time by the recording of such amendment executed by the owners of the fee title of not less than seventy five percent (75%) of the lots in the Property. Notwithstanding anything in this instrument to the contrary, the Declarant shall not be deemed to be the successor or assign of the Declarant for purposes of amending any or all of the restrictions or covenants herein contained within twenty (20) years from the date of recording of this document, until the Declarant has recorded a written instrument assigning such authority, or until all of the lots in this Property have been sold and have had residences constructed thereon, whichever shall first occur.

- n. Duration of Covenants. These covenants and restrictions are to run with the land and

shall be binding on all parties and all persons claiming under them until twenty (20) years after the date of the recording of this document, at which time said covenants and restrictions shall be automatically extended for successive periods often (10) years, unless by a vote of the then owners of the fee title of not less than seventy five percent (75%) of the said lots covered by these covenants and restrictions, it is agreed to change such covenants and restrictions in whole or in part.

- o. Separability of Covenants. Invalidation of any one of the covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these covenants and restrictions shall remain in full force and effect.
- p. Effective Date. These Restrictions and Covenants shall be deemed to be attached to and shall be considered a part of The Property, effective upon their recording in the Office of the Recorder of Berrien County, Michigan.

Steve A. Cooreman, President

By: Steve A. Cooreman, President, Cooreman Real Estate Group, Inc.

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said City and State this 30th day of May, 2015, personally appeared Cooreman Real Estate Group, Inc., by Steve A. Cooreman its President, and acknowledged the execution of the above and foregoing 14 page instrument to be his voluntary act and deed.

Witness my hand and notarial seal this 30th day of May, 2015,

My commission expires August 4, 2017 Signature *Stephanie A. Webster*

STEPHANIE A. WEBSTER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
My Comm. Expires August 04, 2017

Printed: Stephanie A. Webster
Notary Public

Residing in St. Joseph County, Indiana

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.

~~Stephanie A. Webster~~ _____

Document prepared by Steve Cooreman

**EXHIBIT "A" LEGAL
DESCRIPTION**

PARCEL A

A parcel of land located in Government Lot 1 in the Southeast fractional quarter of Section 24, Township B South, Range 18 West, Bertrand Township, Berrien County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 24; thence North 00 degrees 02 minutes 49 seconds East, along the East line of Section 24, a distance of 299.29 feet to a point on the centerline of Orange Road, the Point of Beginning of said parcel of land herein described; thence along said centerline of Orange Road and a nontangent curve, concave Westerly, whose elements are: central angle of 09 degrees 19 minutes 15 seconds, radius of 850.00 feet, arc length of 138.28 feet and a chord that bears South 04 degrees 42 minutes 26 seconds West, 138.12 feet; thence North 89 degrees 43 minutes 50 seconds West a distance of 749.36 feet; thence North 00 degrees 16 minutes 10 seconds East a distance of 150.00 feet; thence South 89 degrees 43 minutes 50 seconds East a distance of 760.00 feet to the East line of Section 24; thence South 00 degrees 02 minutes 49 seconds West a distance of 12.28 feet to the Point of Beginning.

PARCEL B

A parcel of land located in Government Lot 1 in the Southeast fractional quarter of Section 24, Township 8 South, Range 18 West, Bertrand Township, Berrien County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 24; thence North 00 degrees 02 minutes 49 seconds East, along the East line of Section 24, a distance of 299.29 feet to a point on the centerline of Orange Road; thence along said centerline of Orange Road and a non-tangent curve, concave Westerly, whose elements are: Central angle of 09 degrees 19 minutes 15 seconds, radius of 850.00 feet, arc length of 138.28 feet and a chord that bears South 04 degrees 42 minutes 26 seconds West, 138.12 feet to the Point of Beginning of said parcel of land herein described; thence along the centerline of Orange Road and a curve, concave Westerly, whose elements are: Central angle of 11 degrees 10 minutes 00 seconds, radius of 850.00 feet, arc length of 165.66 feet and a chord that bears South 14 degrees 57 minutes 04 seconds West, 165.40 feet; thence North 89 degrees 43 minutes 50 seconds West a distance of 707.44 feet; thence North 00 degrees 16 minutes 10 seconds East a distance of 160.00 feet; thence South 89 degrees 43 minutes 50 seconds East a distance of 749.36 feet to the Point of Beginning.

PARCEL C

A parcel of land located in Government Lot 1 in the Southeast fractional quarter of Section 24, Township 8 South, Range 18 West, Bertrand Township, Berrien County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 24; thence North 00 degrees 02 minutes 49 seconds East, along the East line of Section 24, a distance of 299.29 feet to a point on the centerline of Orange Road; thence along said centerline of Orange Road and a non-tangent curve, concave Westerly, whose elements are: central angle of 20 degrees 29 minutes 15 seconds, radius of 850.00 feet, arc length of 303.94 feet and a chord that bears South 10 degrees 17 minutes 27 seconds West, 302.32 feet to the Point of Beginning of said parcel of land herein described; thence along the centerline of Orange Road and a curve, concave Northwesterly, whose elements are: Central angle of 06 degrees 02 minutes 49 seconds; radius of 850.00 feet, arc length of 89.71 feet and a chord that bears South 23 degrees 33 minutes 29 seconds West, 89.67 feet; thence along a curve, concave Southeasterly, whose elements are: Central angle of 01 degrees 44

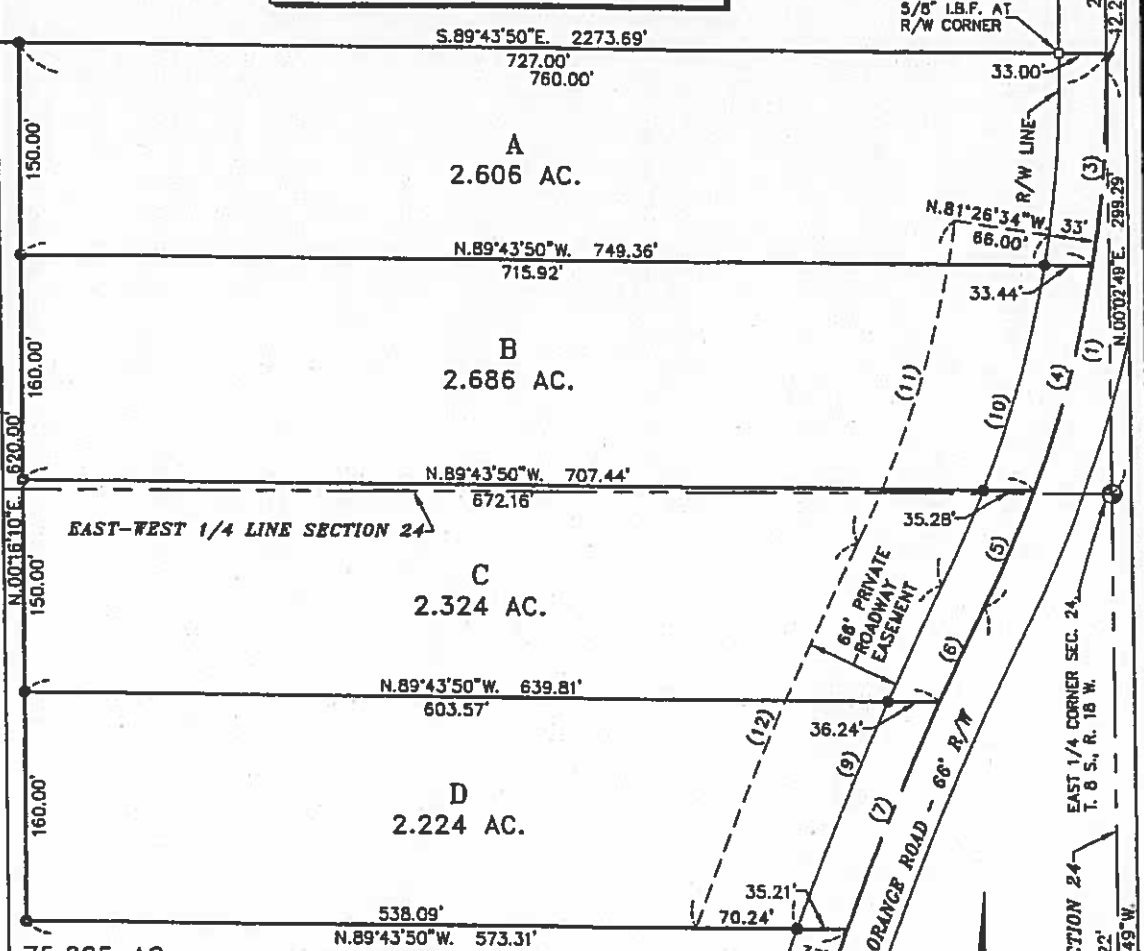
minutes 07 seconds, radius of 2473.16 feet, arc length of 74.91 feet and a chord that bears South 25 degrees 42 minutes 49 seconds West, 74.91 feet; thence North 89 degrees 43 minutes 50 seconds West a distance of 639.81 feet; thence North 00 degrees 16 minutes 10 seconds East a distance of 150.00 feet; thence South 89 degrees 43 minutes 50 seconds East a distance of 707.44 feet to the Point of Beginning.

PARCEL D

A parcel of land located in Government Lot 1 in the Southeast fractional quarter of Section 24, Township 8 South, Range 18 West, Bertrand Township, Berrien County, Michigan, more particularly described as follows:

Commencing at the East 1/4 corner of said Section 24; thence North 00 degrees 02 minutes 49 seconds East, along the East line of Section 24, a distance of 299.29 feet to a point on the centerline of Orange Road; thence along said centerline of Orange Road and a non-tangent curve, concave Westerly, whose elements are: Central angle of 26 degrees 32 minutes 04 seconds, radius of 850.00 feet, arc length of 393.65 feet and a chord that bears South 13 degrees 18 minutes 51 seconds West, 390.14 feet; thence along a curve, concave Southeasterly, whose elements are: Central angle of 01 degrees 44 minutes 07 seconds, radius of 2473.16 feet, arc length of 74.91 feet and a chord that bears South 25 degrees 42 minutes 49 seconds West, 74.91 feet to the Point of Beginning of said parcel of land herein described; thence along a curve, concave Southeasterly, whose elements are: Central angle of 04 degrees 00 minutes 54 seconds, radius of 2473.16 feet, arc length of 173.30 feet and a chord that bears South 22 degrees 50 minutes 19 seconds West, 173.27 feet; thence North 89 degrees 43 minutes 50 seconds West a distance of 573.31; thence North 00 degrees 16 minutes 10 seconds East a distance of 160.00 feet; thence South 89 degrees 43 minutes 50 seconds East a distance of 639.81 feet to the Point of Beginning.

MICHIGAN PROPERTY SURVEY



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	850.00'	26°32'04"	393.65'	200.42'	390.14'	S.13°18'51"W.
2	2473.16'	14°12'36"	613.38'	308.27'	611.80'	S.19°28'35"W.
3	850.00'	09°19'15"	138.28'	69.29'	138.12'	S.04°42'26"W.
4	850.00'	11°10'00"	165.66'	83.09'	165.40'	S.14°57'04"W.
5	850.00'	06°02'49"	89.71'	44.90'	89.67'	S.23°33'29"W.
6	2473.16'	01°44'07"	74.91'	37.46'	74.91'	S.25°42'49"W.
7	2473.16'	04°00'54"	173.30'	86.69'	173.27'	S.22°50'19"W.
8	2473.16'	08°27'35"	365.17'	182.91'	364.83'	S.16°36'04"W.
9	2506.16'	08°01'59"	283.89'	132.07'	283.77'	N.23°33'53"E.
10	817.00'	18°22'29"	262.01'	132.14'	260.89'	N.17°23'38"E.
11	751.00'	18°24'20"	241.25'	121.67'	240.21'	S.17°22'43"W.
12	2572.16'	06°34'31"	295.18'	147.76'	295.02'	S.23°17'37"W.

- LEGEND**
- = IRON FOUND - (I.B.F. = IRON BAR FOUND, I.P.F. = IRON PIPE FOUND)
 - = SET 5/8" IRON BAR W/CAP - (5/8" I.B.S.)
 - (-4") = INDICATES INCHES ABOVE (+) OR BELOW (-) GROUND SURFACE. ALL OTHERS ARE FLUSH.

SCALE IN FEET:

COUNTY MON. WITH BRASS CAP FOUND ON SECTION LINE EXTENDED, 4.84' SOUTHERLY OF STATE LINE, PREVIOUSLY ESTABLISHED BY OTHERS AS THE SE CORNER SEC. 24, T. 8 S., R. 18 W.

STATE OF MICHIGAN STATE OF INDIANA

SOUTH LINE SECTION 24

NAIL W/DISC (PALM)
4.2' S. & 0.8' W.
3/4" I.B.F. (-3").
IN VAULT 1.9' S. & 0.5' W.
OF 5/8" CORNER

PREPARED FOR: **COOREMAN REAL ESTATE GROUP, INC.**

NOTES: 1. THE PARENT PARCEL IS THE LAND SHOWN ON A MICHIGAN PROPERTY SURVEY BY R.L. HARMER, P.S., DATED FEBRUARY 1, 2007.

SCALE: 1"=100'	DATE: 07/22/09	BOOK: 226 PAGE: 39-41	RL TAYLOR & ASSOCIATES, LLC Consulting Engineers & Land Surveyors 8888 E. U.S. Highway 20, P.O. Box 1040 New Carlisle, In. 46552 (574) 654 - 3450	DRAWN: JDT	CHECKED: RLT
SHEET NUMBER: 2/5			ACAD FILE NAME: C:\CAD\WORK\COOREMAN-ORANGE ROAD\ORANGE ROAD-R.dwg		
ALL ENGINEERING AND SURVEYING DRAWINGS ARE IN CONFIDENCE AND OBSERVATIONS MAY NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF RL TAYLOR & ASSOCIATES, LLC. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE RESERVED.			DPL FILE NAME: C:\PLUS\WORK\COOR-ORNG		

C:\CAD\WORK\COOREMAN-ORANGE ROAD\ORANGE ROAD-R.dwg, SHEET 2, 7/30/2009 1:33:59 PM, JDT

**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
<i>Please initial to indicate you are in agreement. Please use n/a if not applicable.</i>			
Does site plan include: driveway, sidewalk, post light, drainage flow w/arrows, septic & well, access ramps (if applicable) placements, all on a scaled 3D drawing.	_____	_____	_____

4 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. | _____ | _____ |

5 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. | _____ | _____ |

6 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 _____
- 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
- 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 _____

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. _____

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 _____

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. _____

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 2 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. _____

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 _____

EXHIBIT C
BERTRAND SHORES MINOR SUBDIVISION
DESIGN GUIDELINES FOR OUTBUILDINGS

I. Design Intent Statement

- a. The general design intent of these guidelines for outbuildings shall be to create outbuildings that resemble the main house on the site in every way, including style and materials, and as further described below.

II. Dimensions/Size/Location

- a. Maximum size shall not exceed 1,000 sq.ft. with a maximum of 40 ft. in length, unless a written variance is granted.
- b. Maximum height 19 feet
- c. Shall have no more than one story
- d. Location on lot
- e. Same side as garage of home.
- f. Setbacks to comply with local zoning ordinance; in addition, minimum for side setbacks is 15 ft.

III. Exterior Materials

- a. Color: same as home
- b. Siding: same as home, NO vertical siding
- c. Brick: same as home, wainscoting allowed
- d. Stone: same as home, wainscoting allowed
- e. Partial brick or stone, same requirement as the home
- f. Brick or Stone shall wrap around comers a minimum of 2 feet, unless a variance is granted. (variance usually in reference to wainscoting)
- g. A combination of brick and stone may be utilized, however only 1 style of each shall be permitted on an outbuilding.

IV. Exterior Style

- a. Pass door required
- b. Cupolas allowed
- c. Maximum side wall height 10'

V. Roof

- a. The roof pitch of all outbuildings shall be in compliance with the requirements of the local governing agency or not less than 8"/12" whichever is the more restrictive, and shall match the overhang of the home but not be less than 1 foot.
- b. Shutters if required shall be of closed board and batten type or raised panel only. Louver style shutters not permitted.
- c. Shingles shall be architectural type and be the same color as the home.
- d. Design Review Committee requires roofs to be street facing, unless a variance is granted.