

ELLENDALE FARM

CHECK LIST FOR BUILDER APPROVAL

To become an Ellendale Farm Ltd. Approved builder, each individual builder must meet the following requirements and supply documentation to Ellendale Farm Ltd. We reserve the right to make the final decision in all cases.

1. Certificate of insurance
2. Proof of financial commitment
3. Must have a minimum of 3 years in the construction business
4. Must have built at least 3 homes in the last 3 years
5. Provide 3 references from former clients
6. Provide plans on a house-by-house basis
 - Design - minimum 1/8" scale floor and elevations
 - Plot Plans - Minimum of 30 scale
 - Grading plans - (can be shown on plot plan)
 - Storm drainage plans - (delineating, sump pump discharge)
 - Erosion control plans
 - Tree removal plans
 - Landscape plans - (delineating landscape budget and landscape contractor)
7. Must actively participate in the Ellendale Farm Community by building spec or pre-sold homes.
8. Please consult Article II and XI of the Ellendale Farm Declaration of Covenants, Conditions, Easements and Restrictions that affect construction on lots within the development. An Architectural Control Committee ("ACC") also exists that has enacted certain rules and regulations that also affect construction. As an Approved Builder, you will be required to obtain approval from the ACC before you begin any construction related activities or if you make any changes to the original approved plans.
9. Please be certain to submit all 5 pages of the Builder Application and any supplemental documents & photos to our office for approval.

Application for Approved Builder Status

Builder Name: _____

If Incorporated, name of President _____

Address _____

Phone _____

Fax _____

Year business was established _____

Number of homes built in last 3 years _____

Insurance Carrier

Builders Risk _____

Liability _____

City Bond _____

(Please submit copy of certificate of insurance)

Lake County Contractors License Number _____

Name, address and phone number of three past clients as references.

**Please supply a photo of each with address
printed on back.**

Name _____

Address _____

Phone _____

Price Range _____ Year Built _____

Address of property if different _____

Name _____

Address _____

Phone _____

Price Range _____ Year Built _____

Address of property if different _____

Name _____

Address _____

Phone _____

Price Range _____ Year Built _____

Address of property if different _____

Name, address and phone number of two Lenders or Suppliers that you are currently doing business with, as credit references.

Name _____

Address _____

Phone _____

Account _____

Name _____

Address _____

Phone _____

Account _____

To make application, please return this application form completed along with the signed "Approved Builder Construction Agreement". Please also include all necessary supplemental photos and documents. Reference "Check List For Builder Approval" to be certain you have completed all steps and reviewed all referenced documents.

Return to:

Ellendale Farm Ltd.
219 N. Main St. Unit C
Crown Point IN 46307

APPROVED BUILDER'S CONSTRUCTION AGREEMENT

The undersigned Builder has applied to Ellendale Farm Limited Partnership, agent for the owner and developer of Ellendale Farm ("Developer") to become an approved Builder within Ellendale Farm ("Development"). As an approved Builder, the Builder will be required to comply with certain minimum standards set forth by the Developer and obtain various approvals as required by the Ellendale Farm Declaration of Covenants, Conditions, Easements, and Restrictions and rules and regulations set forth by the developer, the Board or the Architectural Control Committee of Ellendale Farm Property Owner's Association (collectively, "Approving entities") as authorized in the Declaration.

In consideration of becoming an approved Builder, Builder agrees as follows:

1. Compliance. The Declaration contains the architectural standards and procedures set forth, in part, as Exhibit "A" to the Agreement. Builder agrees to comply with the requirements in Exhibit "A" and all other build requirements set forth in the Declaration or promulgated by the Approving Entities at all times. The requirements in Exhibit "A" are a partial listing of the requirements set forth in the Declaration and requirements promulgated by the Approving Entities. The Approving Entities retain the right to enact and enforce other rules and regulations concerning the construction activities of Owners and Builders within the Development.

2. Enforcement. If contractor does not comply with the standards, the Approving Entities or their agents may notify Builders of its noncompliance and Builder will, within three days, take all actions necessary to remedy such noncompliance. If Builder does not remedy the noncompliance within such time period, the Approving Entities may take all action necessary to remedy such noncompliance, including self help or legal action for damages or specific performance. If the Approving Entities are required to take any action, legal or otherwise, to enforce this Agreement, they will be entitled to recover from Builder all expenses of remedying the noncompliance, and their costs, including attorneys fees, in remedying the noncompliance or in any legal action take.

3. Non-Exclusivity. The remedies of this Agreement are non-exclusive. By taking action under this Agreement, the Approving Entities do not waive any actions or remedies that they may take under any other agreement or under statutory or common law. By taking any action under this Agreement, the Approving Entities do not waive the right to take any action against the Owner of the lot on which the nonconforming activities are occurring.

4. Rescission. The Approving Entities may, at their discretion, rescind a Builder's approval to build within the Development and remove such Builder from the approved list of builders, except that Builder may complete any improvements it is currently working on at the time of removal if non-complying work is remedied and all activities are brought into compliance. By being named an approved builder, Builder does not obtain any property right. Any action taken under this Agreement by the Approving Entities will be conclusive and will not be subject to appeal to any body.

5. Builder's Fee, Execution and Effect Date. Builder will execute this Agreement upon submission of its application to become an approved builder. If Developer approves Builder as an approved Builder, it will execute the appropriate section below. If Developer refuses to name builder an approved builder, it will execute the appropriate section below and notify builder of its disapproval, and this Agreement will be void. Builders has been notified that for each house that is constructed on a Lot within the Development, a plan approval fee will be collected equal to 1% of the purchase price of the construction price of the house less the cost of the land on which it is built if the purchase price includes the land cost. Such fee must be paid at time of submission for Home Plan Approval. Builder and the Owner will be jointly and severally liable for the plan approval fee.

IN WITNESS WHEREOF, Builder executes this Agreement as apt of its application to become an approved builder and agrees to be bound by its terms.

Dated this _____ day of _____, 20__.

_____, Builder

___ Developer approves Builder as an approved Builder.

Dated this _____ day of _____, 20__.

Ellendale Farm Limited Partnership

By: Ellendale Farm, Inc., General

Partner

By: _____
Thomas J. Fleming, President

___ Developer denies Builder approved status. This agreement is void.

Dated this _____ day of _____, 20__.

Ellendale Farm Limited Partnership

By: Ellendale Farm, Inc., General

Partner

By: _____
Thomas J. Fleming, President