

Exhibit B

# MERRIMAC

## Construction Guidelines

MERRIMAC Homeowner's Association Inc.  
Architectural Control Committee  
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The Merrimac Architectural Control Committee ("Merrimac ACC") has been established pursuant to the Merrimac Declaration of Covenants, Conditions and Restrictions in order to preserve property values and maintain a harmonious and compatible relationship among the homes in Merrimac. In performing this role, Merrimac ACC will use its best efforts to apply the following standards in a fair, consistent and predictable manner and to minimize any delays or other inconvenience to Builders in having their plans approved prior to construction. **All Builders must be approved by Merrimac ACC.**

**In the event the construction requirements contained in The Declaration of Covenants, Conditions and Restrictions of Merrimac are more restrictive, then the conditions for set forth in the Declaration shall supersede these guidelines.**

1. Merrimac Architectural Control Committee. All improvements of any kind (including, without limitation, residences, accessory buildings, decks, gazebos, walkways, patios, porches, terraces, pools, fences, walls, antennas, satellite dishes, lighting and landscaping) must be approved in writing in advance by the Committee pursuant to Sections 3.6, 4, 6.1, 6.2, 6.6, 6.7, 6.10, 6.11, 6.14, 6.16, 6.19 and 9 of the Merrimac Declaration of Covenants, Conditions and Restrictions.

**PLEASE APPLY AS FOLLOWS:**

\*Builders **submit two (2) Sets of architectural plans, specifications, and plot plans** to Merrimac ACC for approval prior to application for a building permit, or the beginning of construction. One copy, if approved, will be so stamped and returned to the Builder. The plot plan must show in reasonable detail the manner in which the Builder will provide for surface water drainage on the lot. Also, reference must be made in the plans to the location and manner in which any sump pump discharge will be handled on the lot. New Builders must also include their "Merrimac Builder Application".

2. **Compliance with Subdivision Grading Plan.** Builders must comply with the overall grading plan for the Merrimac project (copies of which are available to builders in the office of Merrimac). When establishing the finished floor elevations on the lots, and performing the final grading of the lots, and Builders may not interfere with the general drainage plan for the project by filling or diverting existing rear or side-yard swales. Builders will be solely responsible for providing for positive storm drainage for the entire lot and for not adversely affecting adjoining lots. The surface and subsurface drainage systems shall not be altered in any way from the conditions specified in the development plan for the subdivision and the approved building plans for the Lot. Construction on the Lot shall be undertaken in such a manner as to preclude debris entering or blocking the storm sewer. Water service cuts shall not undermine the curbs or alter the subsurface drainage system.
  
3. **Maintenance of Lots During Construction.** Builders will be responsible for the maintenance of lots during the construction period. Specifically, Builders must periodically mow lots and keep them free of trash and other debris and keep all waste from blowing or being deposited onto other areas of the project.
  - 3.1. Builder shall be responsible to pick up and haul away any trash, which blows from their construction site to another area of Merrimac.
  
  - 3.2. Builders may not trespass on adjacent lots without the prior written consent of Merrimac ACC and the specific lot owners. Walking across lots to clean up errant debris shall not be considered trespass. Any damages to the adjacent lots by construction, or by construction vehicles, shall be immediately repaired by Builder, or Builder shall be charged for the repairs.
  
  - 3.3. During construction operations, Builders are asked to use all reasonable efforts to keep building sites and adjacent streets in as neat, clean and orderly condition as is practicable. All trash generated on the Lot shall be hauled away from the subdivision as soon as the trash receptacle is filled and/or on a regular basis (not less than bi-weekly). The construction site shall be kept neat and orderly at all times. Builder will be billed for cleanup.
  
  - 3.4. Builders will be responsible for removing all excess dirt from building sites and may not deposit any dirt on any property owned by Merrimac, or by any other Owner, without Merrimac ACC's, and the lot owner's, prior written consent in each case.
  
  - 3.5. Merrimac ACC, at its election, and from time to time, may clean any excess mud or debris on the streets. The costs associated with such cleaning shall be split equally between Merrimac ACC, Builder, and all other Contracting Builders.
  
  - 3.6. Builder shall limit storage of construction materials for the residence under construction to within the boundaries of the Lot purchased by Builder for this residence.

**In the event of the failure by a Builder to comply with its obligations, Merrimac ACC may, after written notice and reasonable opportunity to cure, perform any of the above such obligations on behalf of the Builder and collect from the Builder the reasonable costs, thereof, including interest, and any attorney fees, to collect these costs.**

4. Builder shall limit overnight parking of equipment so as to not interfere with other Builders or Homeowners, and shall not leave unused equipment within Subdivision. Overnight parking is limited to one night. All costs to tow away will be billed back to Builder.
5. Merrimac ACC, or Merrimac Homeowner's Association Inc., shall have no responsibility or liability for materials or equipment left on site.
6. When the basement and/or foundation of a Residence is constructed, stone shall be installed over the path of the driveway and shall be level with the curb at the Lot line to avoid curb breakup

**7. Architectural Control Committee Guidelines.** In order to provide builders with some guidance on the manner in which Merrimac ACC, the Committee, will Review plans and specifications submitted by builders, the following continuity guidelines are provided:

**In the event the Declaration of Covenants, Conditions and Restrictions is more restrictive, then the conditions for set for in the Declaration shall supersede these guidelines.**

**Minimum Residence Sizes.** Merrimac ACC is currently requiring that the minimum square footage of finished living area (i.e., exclusive of decks, patios, porches, terraces, garages and basement<sup>3</sup>) for a one-story or "ranch" style dwelling be **2000** square feet. Minimum square footage of finished living area for a two-story dwelling will be **2200** square feet in the aggregate. Minimum square footage is subject to change to the minimums permitted by the covenants, at Merrimac ACC's discretion.

**All residences must have at least 3 bedrooms and 2 full baths.**

**Basements and Crawl Spaces:** All foundations will be either basement or crawl space design. In general, slab foundation construction will not be approved. All drainage from sump pumps must be discharged directly to a lake or to a sub-surface drain tile and may not drain to the street or any drainage swale. Casual water will not be permitted to stand on any lot. Under no circumstances may downspouts, sump pumps or any storm water facility be connected to any part of the sanitary sewer system or designed or built in a manner that adversely affects drainage on adjoining lots.

**Maximum Height.** No single family Residence exclusive of chimney shall exceed twenty-five (25) feet in height measured from the lowest finished grade level at the front of the Residence's foundation visible from any street to the underside of the eave line of the roof.

**Prohibited Building Styles:** Modular construction or modular homes will not be permitted upon any Lot in the Real Estate.

**Utilities:** All utility facilities in the Development will be underground except where required to be placed above-ground by the individual utility supplier.

Whenever possible, all utility meters and HVAC units in the Real Estate will be located in places unseen or screened from the front of the Residences;

No outside fuel storage tanks will be permitted above or below ground in the Real Estate

**Sanitary Sewer:** All sewage disposal shall be connected with the sanitary sewer system of the utility providing such service to the Real Estate. No septic tanks, holding tanks or cesspools shall be constructed or permitted to remain anywhere within the Real Estate.

**Water:** No private or semi-private water supply system may be located anywhere within the Real Estate. Each Owner shall connect to domestic water service provided by a public or private utility company and shall pay all connection, availability or other charges lawfully established with respect to such connection.

**Garbage Disposals:** All Residences shall be equipped with a mechanical device for the grinding and disposal of garbage and food waste in the kitchen(s) which shall discharge to the sewer drain.

**Location & Setbacks:** The location of dwellings on any lot must conform to the appropriate front, rear and side setbacks, as shown on the Plat or specified in the Plat Covenants and Restrictions or the setback restriction in effect at the time of construction as established by the City of Westfield, Indiana, if any, whichever is more restrictive. For the purposes of these guidelines, eaves, steps and open porches shall not be considered as part of a Residence

**Variation:** Architectural style and exterior treatment will be governed so as to prevent similar styles or models from being built on adjacent lots. Every effort will be made to vary each architectural style, avoiding excessive duplication. Merrimac ACC reserves the right to reject a plan.

**Exterior Materials:** Exterior-building materials will generally be restricted to masonry or wood product siding. No aluminum, vinyl or prefinished masonite will be acceptable. Merrimac ARC will review each plan and will insist on only quality materials. A minimum of 300 square feet of masonry product is required on the front of each residence.

**Colors:** All exterior brick, siding and trim color selections will be reviewed to insure that color schemes are reasonably conventional and harmonious with the surrounding area.

**Garages:** All garages must conform to the above exterior material requirements and must have a minimum two-car attached garage. Each Residence must install automatic garage door openers to keep the garage generally closed and the contents not in view.

**Roofs:** Roof materials must be asphalt shingle or any other natural roofing material. All roof pitches of Residences shall be six to twelve (6:12) or greater, and there shall be at least one (1) gable end on the front building elevation unless otherwise permitted by the Committee

**Windows:** All windows and window treatments must generally be wood, or approved vinyl.

**Vents:** Vent stacks and roof ventilators must generally be placed to the rear roof elevations.

**Fireplaces:** Exterior chimneys must be enclosed in a masonry chase. Chimneys that go through the roof may be permitted in another material subject to the approval of Merrimac ACC.

**Gutters and Drains:** **Factory or on-the-job painted** gutters and downspouts must be constructed on all homes, draining to a proper drainage swale. Downspouts may be required to be buried if necessary for proper drainage or to avoid soil erosion.

**Driveways:** All driveways must be concrete or other approved materials. At the beginning of construction of each home, the builder will be asked to install a stone base in the driveway area in order to minimize the spread of construction dirt and mud into project roadway areas. Builder shall repair and/or replace at its sole cost (to Merrimac ACC's reasonable satisfaction) any broken curbing in front of a Lot, which is caused by the actions of Builder and/or their agents.

**Community Lighting:** Merrimac HOA has installed interior lighting for the interior streets in the community. There are underground power lines to these light fixtures, which must be located by the Builder at the Builder's sole expense prior to their excavation on any lot. The Builder shall pay all costs for repair or **replacement of any power line or light fixture damaged on the Builder's lot during construction, where the damage is caused by the actions of Builder and/or their agents. Repair and replacement must be performed to restore all damaged power lines and fixtures to their original condition, and to the reasonable satisfaction of Merrimac ACC.**

**Individual Lot Lighting:** Each Residence shall have at least one wall bracket light fixture adjacent to the main entry door. Each Residence shall have at least one post light adjacent to the driveway-sidewalk intersection

**Mail Boxes:** All mailboxes and posts must be approved by the ACC for style, size, color and lettering style. Mailboxes and posts shall be furnished by the Builder.

**Landscaping:** The front yards of all homes must be landscaped, and general plans for all landscaping that will be visible from the street must be submitted to and approved by Merrimac ACC prior to installation. In order to comply with platting requirements imposed by the City of Westfield, and as part of the construction of each home, a minimum of two trees (of 1 1/2 inch caliper or larger) must be planted by the Builder within the front yard area of each lot. All front yards must be sodded, for the full width and depth of the front yard area from the curb to a line that is parallel to the curb across the face of the front of the house to the full width of the lot. The rear and side yards must also be sodded, seeded (with straw), or hydroseeded by the Builder within 30 days of completion.

**Sidewalks:** Builders must install sidewalks in accordance with the requirements and standards of the City of Westfield control Ordinance along all interior streets in the project upon which the lot abuts. Sidewalks must be completed on or before the substantial completion of the home. If a Builder should default on its obligation relating to sidewalks, Merrimac ACC may, after written notice to the Builder and a reasonable opportunity to cure, perform such obligation on behalf of Builder and collect from Builder the reasonable costs thereof.

**Awnings:** No metal, fiberglass, canvas or similar type material awnings or patio covers will be permitted without specific Merrimac ACC approval.

**Pools:** No above ground pools will be permitted at Merrimac.

**Fencing:** **Special care will be taken by Merrimac ACC in reviewing any** proposed fencing on a lot to ensure that the fence will not create an unreasonable hindrance or obstruction to any other lot in the project. In general, all fencing must be brick, ornamental iron or aluminum or treated wood. Generally speaking fences exceeding four (4) feet in height will not be approved except on perimeter lots which back up to Spring Mill Road or 146<sup>th</sup> Street. Fencing in rear, or side yard, areas of lake lots, however, should generally not exceed 42 inches in height and should be of a see through material. Merrimac ACC will focus carefully on any fencing proposed to be located near the project's perimeter, or main entrances, to ensure that the project's appearance from streets is not adversely affected. In no event will any stockade, horizontal wood, galvanized or vinyl coated chain link, wire, or solid aluminum fences be permitted in any part of the project. No fencing may extend forward of any front corner of a residence. Merrimac ACC reserves the right to not approve any fence.

8. **Tree Preservation.** Merrimac ACC will strive to preserve the trees at Merrimac. The community shall be a Tree Preservation Area. Living trees of 4 inches caliper or larger located within the community may not be removed by Builders, or Homeowners, without the prior written consent of Merrimac ACC. However, such consent will not be required for trees located within the footprint of the home to be constructed, or within any driveway areas, on a lot.

9. **Modifications:** These Building Policies and Procedures are subject to modification from time to time in the reasonable discretion of Merrimac ACC. Merrimac ACC will use all reasonable efforts to monitor the compliance by Builders and Homeowners with these policies and procedures, but Merrimac ACC, or Merrimac Homeowner's Association Inc., will not be responsible or liable to any Builder or Homeowner for another Builder's or Homeowner's violation thereof.
  
10. **Default.** If a Builder should default on any obligation relating to these Construction Guidelines, Merrimac ACC may, after written notice to the Builder and a reasonable opportunity to cure, perform such obligation on behalf of Builder, and collect from Builder the reasonable costs thereof, including interest costs at 18% APR, and any attorney fees, to collect these costs.

This document was last reviewed and revised on 4/1/09 by the Merrimac Homeowner's Association's Architectural Control Committee to preserve the property values and maintain a harmonious and compatible relationship among the houses in Merrimac as well as for compatibility with:

- A) The Declaration of Covenants, Conditions and Restrictions of the Merrimac Homeowner's Association Inc.
- B) The Amendment to the Declaration of Covenants, Conditions and Restrictions of the Merrimac Homeowner's Association Inc.
- C) The Merrimac Homeowner's Association's Architectural Control Committee Guidelines.

Further, no longer applicable references to the Declarant and/or Developer have been deleted and references to the Town of Westfield were changed to the City of Westfield.