

**VALLEY CREST HOMEOWNER ASSOCIATION
ARCHITECTURAL REVIEW REQUEST
EXHIBIT E-1**

c/o TERRA WEST PROPERTY MANAGEMENT
P.O. BOX 80900
LAS VEGAS, NV 89180-0900
(702) 362-6262

PROPERTY OWNER _____
DATE _____

PROPERTY ADDRESS _____

Lot _____ **Block** _____

MAILING ADDRESS: _____
CONTACT TELEPHONE # _____
START DATE _____

COMPLETION DATE _____

I HEREBY REQUEST APPROVAL OF THE CONSTRUCTION OR INSTALLATION OF THE FOLLOWING IMPROVEMENT (S)

ARCHITECT OR OWNER REPRESENTATIVE (NAME, ADDRESS, AND TELEPHONE NUMBER) :

IMPROVEMENTS TO BE CONSTRUCTED BY (NAME, ADDRESS, AND TELEPHONE NUMBER) :

SIGNATURE _____

DO NOT WRITE BELOW THIS LINE

DATE RECEIVED _____ DATE OF COMMITTEE MEETING _____
() ADDITIONAL INFORMATION REQUESTED () APPROVED () DECLINED IMPACTED
NEIGHBORHOOD IMPACT STATEMENT () APPROVAL CONDITIONS
COMMENTS
BY _____
DATE _____

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1. REQUIRED DOCUMENTATION

THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE SUBMITTAL PACKAGE AND SHOULD ACCOMPANY ALL REQUESTS WITH TWO (2) COMPLETE SETS:

- _____ 1. Plans
 - a. Elevation drawings
 - b. Details
- _____ 2. Accurate site drawing
- _____ 3. Specifications showing the following:
 - a. Location of the improvement on the lot
 - b. Front, rear, and side setback measurements
 - c. Improvement location in relation to existing structures (residence, property wall, driveway)
 - d. Exterior finish materials and colors
 - e. Drainage pattern

2. CONTINGENT DOCUMENTATION

THE FOLLOWING ITEMS MAY BE REQUIRED: If any of the following information is relevant to the nature of the improvement, the following items may be required. Each owner should review the list and determine if any additional information will be relevant to the committee.

- _____ 1. Neighborhood Impact Statement
- _____ 2. Copy of Permit
- _____ 3. Utility connection locations
- _____ 4. Building floor plan and roof plan with all dimensions
- _____ 5. Evidence of preparation by a licensed architect
- _____ 6. Site development plan showing the existing and proposed topographic elevations and the drainage pattern
- _____ 7. Construction staging area
- _____ 8. Manufacturer's specifications
- _____ 9. Tree and plan schedule (showing size and type)
- _____ 10. Photograph(s) of similar improvement

ADDITIONAL COMMENTS OR DETAILS: _____

INDEMNIFICATION AGREEMENT

EXHIBIT F

(For the construction/alteration of Swimming Pool, Spa or Landscaping)

ATTENTION: PLEASE READ THE FOLLOWING CAREFULLY -- IT IS A LEGALLY BINDING DOCUMENT THAT, WHEN COMPLETED AND SIGNED, APPLIES TO THE SUBJECT PROPERTY, WHETHER ESCROW HAS CLOSED OR NOT!

1. PARTIES AND DATE OF AGREEMENT:

This indemnification Agreement (Agreement) is made and entered into this _____ day of _____, 20 ____, by and between (hereinafter referred to as "Homeowner"), who resides at _____ and _____ (hereinafter referred to as "Contractor"), whose contractor's license number is _____ and Perma-Bilt Homes (hereinafter referred to as "Developer").

2. PURPOSE:

Homeowner wishes to engage the services of Contractor to make certain repairs and/or alternations to his property.

3. CONSIDERATION AND TERMS: In consideration of the following mutual promises, the parties do agree as follows:

- a. Under no circumstances will a contractor have permission to gain access to a lot under construction or that has not closed escrow, unless the request is approved in writing from Perma-Bilt Homes Customer Service Manager.
- b. Owner and Contractor agree that all work will be performed by a licensed contractor(s) pursuant to a written agreement between Homeowner and Contractor. The scope of Contractor's work includes:
- c. Homeowner and Contractor each agree to repair any and all damage which may be caused by Contractor's work, including, but not limited to: damage to any sidewalk, curb, gutter, driveway, street, pavement, sod, sprinklers; repair and replacement of the block wall in "as was" condition, and all damage whatsoever caused by Contractor's or Homeowner's actions.
- d. Homeowner and Contractor each agree to be jointly and severally responsible, and to indemnify and hold Developer harmless for any and all damages, claims and demands of any kind arising by virtue of work performed by Homeowner, Contractor or any of their agents, subcontractors or employees.
- e. In conjunction with the signing of this Agreement, Homeowner does hereby pay to Developer, and Developer acknowledges receipt thereof, either the sum of Two Thousand Dollars (\$2,000) which will serve as a damage deposit; or a Surety Bond in lieu of a cash deposit. Upon satisfactory completion and written approval by Developer, said deposit will be refunded to Homeowner. All repairs must restore the property to its original condition within 7 days from the date of damage. All damages to Developer's property must be repaired by subcontractor chosen by Developer, or the parties acknowledge that Developer, at its option, may have repairs redone by its subcontractors. In the event any damage whatsoever is caused by Homeowner or Contractor in conjunction with the aforementioned work, Developer is hereby authorized and directed to retain a licensed contractor to repair all such damage to developer's satisfaction. Whether such repairs are necessary shall be totally within Developer's discretion.
- f. All reconstructive work shall be completed, including clean up, within four (4) weeks from time access is gained. A fine of Fifty Dollars (\$50.00) per day will be charged for each day beyond the four-week period, until reconstructive work is completed. Fines will be deducted from damage deposit.

4. MISCELLANEOUS ADDITIONAL PROVISIONS

- a. **Entire Agreement:** This Agreement contains the entire agreement of the parties, and each party acknowledges there were no oral agreements, representations, warranties or statement of fact made prior to, or at the time of, the signing of this Agreement. Any prior oral communications, statements or negotiations shall be of no force and effect, unless contained in this Agreement.
- b. **Successors:** This Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators, executors and assigns of each of the parties hereto.
- c. **Captions:** Paragraph titles or captions herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement, or any provisions contained herein.
- d. **Time of the Essence:** Time is of the essence in this Agreement and all provisions contained herein.
- e. **Reference to Gender:** Any reference to the male or female gender, or to singular parties in this Agreement shall also include reference to the female or male gender and to multiple parties, if appropriate.
- f. **Attorneys Fees:** In the event of any disputes between the parties arising out of this Agreement, the prevailing party shall be allowed actual attorney fees and costs incurred in any negotiation, litigation or any appeal.
- g. **Acknowledgment of Independent Advice:** Each party whose signature appears below acknowledges that he has read all of the provisions of the foregoing Agreement, understands them, has sought independent advice regarding the legal effect of the provisions herein, and agrees to be bound by said provisions.
- h. **Modification:** No alteration, modification or amendment of this Agreement shall be effective or enforceable unless it shall be in writing and signed by all parties hereto.
- i. **Waiver:** No course of dealing or delay between the parties shall operate as a waiver of the rights of any party to this Agreement. No default, covenant or condition of this Agreement may be waived, other than in writing.
- j. **Warranty:** If any party to this Agreement is a corporation, the officer signing this Agreement for the corporation warrants that he is authorized and has authority to sign this Agreement on behalf of the corporation.

5. SIGNATURES

Date: _____

HOMEOWNER: _____