

Tracking
Number

14892

Rush ☐

Housing and CD Department Contract Control Routing Sheet

Res No

120-06

Date Needed

Department

AccountNumber

CBR#

Amount

Housing & CD

\$0.00

Date Submitted

Contact Person

\$0.00

10/9/2006

S. Crotts

\$0.00

Email for Pick Up

PhoneNumber

OCT 09 2006

\$0.00

☒

4671

\$0.00

Grand Total

\$0.00

Vendor Number

Vendor

Address

5427

OU Chavis Contracting
Corporation

P.O. Box 36199 Greensboro, NC 27416

Contract #

C/O Service or Item Description

Real Estate Purchase/Construction Contract

Comments

Council authorized conveyance of property located at 525 and 603 Martin St.; 504
Gorrell St.; and 608 Watson St. to OU Chavis Contracting on 6-20-06. PERMANENT

Department Head ☐

Approved By

Date

Director of Finance ☐

City Accountant ☐

Purchasing Contract Authorization

Purchasing Contract

Change Order

Construction Contract

Architect Contract

Lease/Purchase Agreement

Lease/Purchase Agreement

Professional Service Contract

City Attorney ☒

Reviewed By:

See attached signature page on Contract

Date

10/9/06

City Manager ☒

Reviewed By:

JAB

Date

10/9/06

Mayor ☐

Reviewed By:

Date

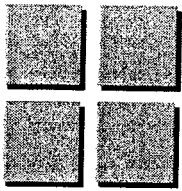
City Clerk ☒

Attested:

Per original for files
Jasper

Date

10-10-06



HCD

Department of Housing & Community Development

MEMO

Date: September 26, 2006
To: Ben Brown
From: Dyan Arkin
RE: Gorrell Street – Purchase and Construction Contract

OCT 04 2006

At the regular June council meeting, Council approved sale of four (4) lots in the Gorrell Street redevelopment area to OU Chavis Contracting for single family house development. The attached contract defines the terms of the sale and will be recorded prior to closing.

OU Chavis will purchase the lots for \$15,000 each, payable at time of homebuyer closing. The revenue will be returned to the City's Nussbaum Housing Partnership Fund for other eligible activities.

C: Andy Scott
Dan Curry

I'll be happy to
come down & pick up
when signed.

Thanks

Dyan

X 7377

RESOLUTION AUTHORIZING THE CONVEYANCE OF 525 AND 603 MARTIN STREET, 504 GORRELL STREET, AND 608 WATSON STREET TO O.U. CHAVIS CONTRACTING

15.
120-06
74

WHEREAS, the City has four remaining lots in the Gorrell Street Revitalization Area for the purpose of developing single family owner-occupied homes located at 525 and 603 Martin Street; 504 Gorrell Street; and 608 Watson Street;

WHEREAS, the Department of Housing and Community Development has received a bid of \$60,000 from O.U. Chavis Contracting for the purchase of these lots, said bid was advertised for upset and no upset bids were received;

WHEREAS, at its May meeting, the Redevelopment Commission of Greensboro recommended the sale of these lots to O.U. Chavis Contracting for the appraised amount of \$60,000;

WHEREAS, O.U. Chavis Contracting will be required to construct single family homes on each lot, have the building and site plans, construction schedule, project financing and final sales prices of the homes subject to approval by the City; have each home used for single family owner-occupied residential purposes only for a period of fifteen years from the date of sale, and have a Certificate of Completion issued by the City of Greensboro upon completion of construction prior to the sale of each home.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the conveyance of 525 and 603 Martin Street, 504 Gorrell Street, and 608 Watson Street to O.U. Chavis Contracting subject to the conditions outlined above is hereby authorized.

The foregoing resolution was adopted
by the City Council of the City of
Greensboro, NC on

June 20, 2006
[Signature]
[Signature] City Clerk

NORTH CAROLINA

PURCHASE & CONSTRUCTION CONTRACT

GUILFORD COUNTY

THIS AGREEMENT, made on or as of the 28 day of September, 2006, by and between the **City of Greensboro** (hereinafter called the "CITY"), and the **O.U. Chavis Contracting Corporation** (hereinafter called "Purchaser").

WITNESSETH:

WHEREAS, THE CITY has offered to sell and the Purchaser has offered to purchase, rehabilitate and resell certain real property (the "Property") described as follows:

All of Lots 1, 2 and 4 per Recombination Plat for Gate City Community Development Corporation Dated July 2, 2003 recorded in Plat Book 142 Page 103 in the Office of the Register of Deeds of Guilford County, North Carolina. The property is now known as 525 Martin Street, 603 Martin Street and 608 Watson Street.

All of Lot 6 per Recombination Plat for Gate City Community Development Corporation Dated July 2, 2002 recorded in Plat Book 147 Page 017 in the Office of the Register of Deeds of Guilford County, North Carolina. The property is now known as 504 Gorrell Street.

NOW, THEREFORE, in consideration of the promises and the terms and provisions hereinafter set forth, the parties do hereby mutually agree:

1. PURCHASE PRICE

The purchase price for the above real estate is \$60,000.00 (Sixty Thousand and 00/100 Dollars), \$6,000.00 of which has been previously paid. A note evidenced by a Deed of Trust bearing no interest shall be entered into between the parties, at the time of the issuance of a Certificate of Completion, and upon the payment of \$13,500 per lot, CITY

will release individual lots from the Deed of Trust in order to allow Purchaser to sell homes built on the lots.

2. CLOSING

Closing shall occur not later than sixty (60) days from the date of this Contract at the principal office of the CITY. Possession shall be delivered to Purchaser at closing. At closing, the CITY shall convey the property to the Purchaser by non-warranty deed subject to all conditions, restrictive covenants, and restrictions contained in said deed, a sample copy of which is attached to this Agreement (Exhibit A), and further subject to easements, rights-of-way, and restrictions affecting the property, if any. The CITY shall pay the costs of preparation of the deed. Purchaser shall pay all other costs of closing. Purchaser also agrees to put Restrictive Covenants, as stated in Exhibit B, on the property which, among other things, requires that the property be owner-occupied single family housing for a term of 15 years.

3. CONSTRUCTION REQUIREMENTS

Purchaser agrees to construct property in accordance with proposal and plans contained in Exhibit C. CITY and its agents and employees shall have the right to inspect said building to determine if plans are being complied with. Said plans will be on file with the Housing and Community Development Department. Any changes in plans must be approved by the Director of the Housing and Community Development Department or its designees.

4. CERTIFICATION OF COMPLETION

Promptly after the completion of construction required by this Purchase Contract, the CITY will furnish a "Certificate of Completion," the recording of which shall nullify the condition subsequent and right of reentry created in the deed.

5. USE OF PROPERTY

(a) Property shall be used only for construction of four (4) single family owner-occupied homes.

6. AD VALOREM TAXES

Ad valorem taxes on the real property shall be prorated on a calendar year basis to the date of closing.

7. NONLIABILITY

Purchaser hereby agrees that Purchaser has inspected the property and accepts the property AS IS. Purchaser agrees and acknowledges that the CITY shall not be liable, following transfer of the property to Purchaser, for any issues occurring before, during or after the purchase of the property.

Neither the CITY or any member, official, or employee of the CITY shall be liable to the Purchaser or any successor in interest to the Purchaser in the event of any default or breach by the CITY under the terms of this Agreement and the Purchaser's sole remedy shall be in equity for the specific performance of this Agreement.

8. BREACH

(a) Failure to Close. In the event that Purchaser fails to close the purchase of this property or fails to comply with any conditions precedent to closing contained in this

agreement, then the CITY shall have the right to pursue any other remedies available to it.

(b) Other Breaches. In the event there is any breach or default under the terms and provisions of this Agreement, all of which terms and provisions are hereby determined to be material, and the same shall not be cured within thirty (30) days after written demand by the CITY to the Purchaser, then the CITY shall have the right to reenter and take possession of the property and to terminate and reinvest in the CITY all right and interest in the property and/or pursue any other remedies available to it.

(c) Enforcement. In the event of breach by the Purchaser, the CITY may enforce its rights by any legal remedy available to it, including an action for specific performance. In the event it is necessary for the CITY to reenter and take possession of the property, the Purchaser shall forfeit all rights in the property, including any proceeds from the resale of the property.

(d) Expense and Cost. In the event of any breach by the Purchaser of the terms or conditions of this Agreement or the deed conveying the property to the Purchaser, the Purchaser shall pay all expenses and costs, including court costs and attorney's fees, incurred by the CITY incident to enforcement of its rights under this Agreement.

9. NOTICE AND DEMAND

Any notice or demand under this Agreement by either party to the other shall be deemed given upon proof of mailing by registered or certified mail, postage prepaid, return receipt requested as follows:

(a) If to the Purchaser, addressed to Purchaser at the following address:

O.U. Chavis Contracting Corporation
Post Office Box 36199
Greensboro, NC 27416

(b) To the CITY addressed to:

The City of Greensboro
Dept. of Housing & Community Development
Post Office Box 3136
Greensboro, North Carolina 27402-3136
Attn: Dyan Arkin

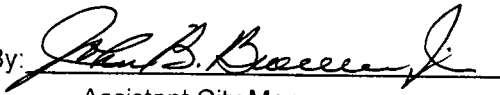
10. DEED DOES NOT IMPAIR CONTRACT. Any deed transferring title to the property from the CITY to the Purchaser or any successor in interest, shall not be deemed to impair the provisions and covenants of this Agreement which shall survive closing and transfer of title and not be merged therein.

11. HEADINGS. The headings and titles of these paragraphs in this Agreement are for convenience and reference only and shall not be deemed or construed to be a part of any term or provision of this Agreement.

12. CONSTRUCTION. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina.
13. BINDING AGREEMENT. This Agreement shall be binding upon the parties to this Agreement, their heirs, executors, administrators, successors and assigns; the provisions hereof shall survive the execution and delivery of all documents of transfer or other instruments required to be prepared to effectuate the terms of this Agreement; this Agreement contains the entire Agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, warranty representations, whether oral or written not herein contained; and that any amendment to this Agreement shall not be effective or binding upon the parties unless in writing and signed by the parties to be bound thereto.


IN WITNESS WHEREOF, THE CITY has caused this Agreement to be duly executed in its name and behalf by its Assistant City Manager and seal to be hereunto duly affixed and attested by its City Clerk and the Purchaser has caused this Agreement to be executed under seal all as of or on the day and year first above written.

CITY OF GREENSBORO

By: 
Assistant City Manager

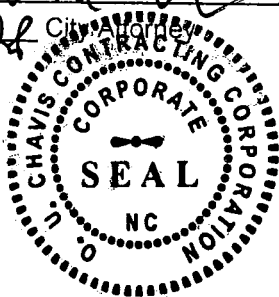
[Seal]

ATTEST:


City Clerk 10-10-06


Approved as to form:


City Attorney



[Corporate Seal]

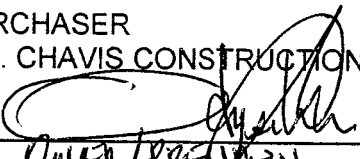
ATTEST:


Title: Secretary

~~Approved by City Finance Department:~~

~~Title: _____~~

PURCHASER
O.U. CHAVIS CONSTRUCTION CORPORATION

By: 
Title: Owner / President

NORTH CAROLINA

GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that Juanita F. Cooper personally came before me this date and acknowledged that she is _____ City Clerk of Greensboro and by authority duly given and the act of the Municipality the foregoing document was signed in its name by its Assistant City Manager, sealed with its corporate seal, and attested by herself as its _____ City Clerk.

WITNESS my hand and notarial seal-stamp this the 10th day of October, 2006.

Barbara W. Harris
Notary Public

My Commission Expires:

March 15, 2010

NORTH CAROLINA

GUILFORD COUNTY

I, Nancy Garcia, a Notary Public of said County do hereby certify that O. U. Chavis, personally came before me this day and acknowledged that he (she) is owner/president of O.U. Chavis Construction Corporation, and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself (herself) as its _____.

WITNESS my hand and notarial seal-stamp this the 21st day of September, 2006.

Nancy Garcia
Notary Public

My Commission Expires:

Sept. 19, 2007

My Commission Expires:

Exhibit A

This Deed prepared by Michael E. Williams without the benefit of a title examination

THIS QUITCLAIM DEED, made this ____ day of September, 2006, by and between the CITY OF GREENSBORO, Grantor; and O. U. CHAVIS CONTRACTING CORPORATION, PO Box 36199, Greensboro, NC 27416, Grantee;

WITNESSETH

THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR, cash in hand paid by the Grantee unto the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby release, quitclaim and convey, unto the Grantee, all of its right, title and interest in and to that certain lot or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in Guilford County, North Carolina, and more particularly described as follows:

All of Lots 1, 2 and 4 per Recombination Plat for Gate City Community Development Corporation Dated July 2, 2003 recorded in Plat Book 142 Page 103 in the Office of the Register of Deeds of Guilford County, North Carolina. The property is now known as 525 Martin Street, 603 Martin Street, and 608 Watson Street.

All of Lot 6 per Recombination Plat for Gate City Community Development Corporation Dated July 2, 2002 recorded in Plat Book 147 Page 017 in the Office of the Register of Deeds of Guilford County, North Carolina. The property is now known as 504 Gorrell Street.

The above property is being conveyed subject to all easements, rights of way and restrictive covenants now of record and affecting said property, and SPECIFICALLY SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS:

1. No improvements, including site improvements, utility buildings, or other outbuildings shall be erected, altered, placed, or permitted to remain on the property unless plans for the improvements and the location of the improvements on the lot have first been approved, in writing, by the City of Greensboro.
2. No junk, inoperable or abandoned motor vehicles shall be allowed to remain on the property, and the owners of the real property shall be responsible for the expense of moving and discarding such vehicles.
3. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. For a period of fifteen (15) years from the date hereof, the property will be used for single family, owner-occupied residential purposes only, and no part or portion thereof shall be leased, rented or let to a tenant or boarder which is not a member of the owner's family.
5. These restrictive covenants may be enforced by the Redevelopment Commission of Greensboro or City of Greensboro, their agents and employees. All cost and expense, including reasonable attorney fees, relative to the enforcement of any of these restrictive covenants shall be the responsibility of the owner of the property and shall be a lien against the property.
6. The City of Greensboro or the Redevelopment Commission of Greensboro may waive violations or terminate any of the foregoing restrictions at any time.
7. The Restrictive Covenants are to run with the property by whomever owned.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said party of the second part and its successors and assigns, forever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, the City of Greensboro has caused this instrument to be signed in its name by its Mayor, to be attested by its City Clerk, and its corporate seal to be hereunto affixed, all on the day and year first above written.

CITY OF GREENSBORO

(Corporate Seal)

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

NORTH CAROLINA – GUILFORD COUNTY

I, the undersigned Notary Public, do hereby certify that _____ personally came before me this date and acknowledged that she is _____ City Clerk of the City of Greensboro and by authority duly given and the act of the Municipality the foregoing document was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its _____ City Clerk.

WITNESS my hand and notarial seal-stamp this the _____ day of September, 2006.

Notary Public

My Commission Expires:

Exhibit B

RESTRICTIONS TO DEED

1. No improvements, including site improvements, utility buildings, or other outbuildings shall be erected, altered, placed, or permitted to remain on the property unless plans for the improvements and the location of the improvements on the lot have first been approved, in writing, by the City of Greensboro.
2. No junk, inoperable or abandoned motor vehicles shall be allowed to remain on the property, and the owners of the real property shall be responsible for the expense of moving and discarding such vehicles.
3. No noxious or offensive activity shall be carried on upon the property not shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. For a period of fifteen (15) years from the date hereof, the property will be used for single family, owner-occupied residential purposes only, and no part or portion thereof shall be leased, rented or let to a tenant or boarder which is not a member of the owner's family.
5. These restrictive covenants may be enforced by the Redevelopment Commission of Greensboro or City of Greensboro, their agents and employees. All cost and expense, including reasonable attorney fees, relative to the enforcement of any of these restrictive covenants shall be the responsibility of the owner of the property and shall be a lien against the property.
6. The City of Greensboro or the Redevelopment Commission of Greensboro may waive violations or terminate any of the foregoing restrictions at any time.
7. The Restrictive Covenants are to run with the property be whomever owned.

O.U. CHAVIS CONTRACTING CORPORATION**General Contractor**

POST OFFICE BOX 38199
TELEPHONE 336.378.0072

GREENSBORO, NORTH CAROLINA 27418
FACSIMILE 336.378.0752

October 4, 2005

Mr. Guy Land, Property Manager
City of Greensboro
Department of Housing and Community Development
300 W. Washington Street
Greensboro, North Carolina 27402

PROPOSAL FOR:
COLLEGE VILLAGE HOUSING - GORRELL STREET
Southside Redevelopment District
Greensboro, North Carolina
Revised January 6, 2006

Dear Mr. Land:

Per your request, O.U. Chavis Contracting Corporation proposes to furnish all material, labor, equipment, insurance, and financing necessary to develop and complete Lot 1, Lot 2, Lot 4, and Lot 6 as specified below:

1. CONSTRUCTION PLANS:

A. Plan A - New single story Neo-Traditional style home of approx. 1,390 heated square feet, front porch @ 170 sf +/- with colonnade, Storage @ 140 sf, deck @ 80 sf, 4 bedrooms, 2 full baths, living room, dining room, kitchen, pantry, laundry, garbage disposal, dishwasher, range, and exterior maintenance free. Plan attached.

B. Plan B - New two story Neo-Traditional style home of approx. 1,484 square feet, front porch @ 133 sf with colonnade, storage @ 40 sf, deck @ 80 sf, master bedroom suite, 2 bedrooms, 2 baths, powder room, living room, dining room, kitchen, breakfast, pantry, laundry, garbage disposal, dishwasher, range, and exterior maintenance free. Plan attached.

2. CONSTRUCTION FEATURES:

Standard Fiberglass Shingles
Crawlspace Construction
Brick/Block Foundation
Vinyl Siding Exterior
Aluminum Fascia and Vinyl Soffits
Structural Aluminum Columns
Thermapane Vinyl Tilt Windows

Fiberglass and Metal Insulated Exterior Doors
Energy Efficient Insulation
Gas Heat
Electric Water Heater
Central Air Conditioning
10'x10' Pressure Treated Wood Deck
Masonite Colonial Interior Doors
5 1/4" MDF Base, 2 1/4" Casing
1 Piece Crown Mould @ Living and Dining
1 Piece Chair rail @ Dining
Eggshell Wall Paint and Semi-gloss Trim Paint
Sheet Vinyl Flooring @ Entry, Kitchen, Pantry, Laundry, and Baths
Carpet with 6 pound padding in all other areas
Seacrest Oak Cabinets with Plastic Laminate Countertops
Cultured Marble Vanity Tops
Cable connection in Living Room and Bedrooms
Telephone connection in Living Room and Bedrooms
Landscaping package with shrubs and trees

3. FINANCING:

- A. Construction financing line of credit shall be provided by O.U. Chavis Contracting Corporation.
- B. Financing shall be provided by Branch Banking & Trust, Greensboro, North Carolina.

4. SALES AND MARKETING:

- A. Community, Lot, and home specific marketing and sales shall be provided by O.U. Chavis Contracting Corporation, which will include listing the properties with the Realtor.
- B. Real Estate services shall be provided by Jacqui Graves with Prudential Carolinas Realty.
- C. Home Loan Consulting shall be provided by Vickie Foust with American Home Mortgage.

5. PRICING:

- A. All sells pricing shall include the \$15,000.00 Dollar Lot Fee per the appraisal which shall be due to the City of Greensboro. Please note that O.U. Chavis Contracting request that the City of Greensboro subordinate their interest in the Lot Fee to the O.U. Chavis for Construction Loan Title Insurance until each particular house is sold.
- B. The sells price for Plan A (1,390 sf) shall be \$120,500.00 Dollars.
- C. The sells price for Plan B (1,484 sf) shall be \$126,500.00 Dollars.
- D. Home Ownership Financial assistance will be considered for closing cost and Second Mortgage Assistance.

6. SCHEDULE:

- A. The time period to construct and sell all of the above Homes shall be about 12 months from commencement.
- B. Construction shall start initially with Plan B @ Lot 2 and Plan A @ Lot 1. The construction of the next House shall commence upon the sell of one of the two initial Houses.

7. ENERGY STAR PROGRAM:



Branch Banking & Trust Co.

May 16, 2006

Business Services Department

201 W. Market Street (27401)
P.O. Box 26122
Greensboro, NC 27402-6122
(336) 433-4072
Fax (336) 433-4079

City of Greensboro (Housing and Community Development)
Dyan Arkin
300 W Washington Street
Greensboro, NC 27402

Dear Dyan Arkin:

This is certified that O U Chavis Contracting Corporation has been approved for construction financing to build (2) Spec Single -- family homes at College Village Housing (Gorrell Street). Should you need any further information, give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Clark Bennett".

Clark Bennett
BB&T Residential Construction Lending Group
336-433-4103



Program Standards

1.	Air Barrier	There shall be a continuous, durable air barrier surrounding the conditioned space. There can be no large openings in the framing between the house and unconditioned spaces.
2.	House Air-Tightness	Tightness shall be less than or equal to .35 CFM50 per sq. ft. envelope area.
3.	Insulation	All insulation shall be installed so that the full R-value is achieved in every location. No voids, gaps, compression, or wind intrusion shall be permitted in wall, floor, or ceiling insulation. The insulation shall be touching the air barrier in all locations.
4.	Windows	All windows, skylights, glass in doors, and sliding glass doors must be at least double-paned, Low-e with a U-Value of .40 or less and a Solar Heat Gain Coefficient of .48 or less. If metal-framed units are used, they must have a thermal break in the frame.
5.	Heating, Cooling, and Hot Water Efficiency	Maximum usage must be 30% less than that used by a "reference house" of the same size and shape built to the standards of the 1993 Model Energy Code. Heat pumps and air conditioners must be sized according to ACCA manual J, and be within a half ton. They must have a SEER rating of at least 12 and a Heating Season Performance Factor of at least 7.0. Electric hot water heaters, if used, must have an efficiency of $\geq 91\text{EF}$.
6.	Air Distribution System	All joints in the air distribution system shall be sealed with duct mastic and fiberglass mesh or approved equivalent. Total duct leakage shall be less than 3% of the floor area. (i.e. if the house has 1000 square feet of conditioned space, there shall be no more than 30 CFM of duct leakage when tested.) All ducts outside the conditioned space must be insulated to at least R-6. Tested airflow must be within $\pm 10\%$ of the designed airflow.

7.	Mechanical Equipment Installation	<p>Inert gas (nitrogen) shall be used during any brazing/soldering of refrigerant lines.</p> <p>Condensation drain shall be installed to meet local codes and manufacturer's instructions.</p> <p>There must be proper airflow volume across the indoor coil and or heat exchanger per manufacturer's instructions.</p> <p>Indoor and outdoor units must be "matched" according to the ARI Directory or the manufacturer's listing.</p> <p>Correct charge must be installed per manufacturer's specifications.</p> <p>Heat pumps must include an outdoor thermostat connected to the heat strips.</p>
8.	Ventilation	<p>Each bathroom must have an exhaust fan that exhausts a minimum of 50 CFM directly to the outside. This is the measured flow, as installed, not the rated flow.</p> <p>Each kitchen must have a range hood or exhaust that exhausts a minimum of 100 CFM directly to the outside. This is the measured flow, as installed, not the rated flow.</p> <p>There must be whole house ventilation equivalent to 10CFM per bedroom plus 10 CFM continuous. It must be filtered and accessible from the conditioned space.</p> <p>Solid metal, flexible metal, or lined, insulated flexible duct may be used. Flexible vinyl ducting may not be used.</p> <p>All ventilation ducts in unconditioned spaces must be insulated.</p>
9.	Pressure balancing and return air paths	<p>No pressures with a magnitude greater than 3.0 Pascals with reference to the outside may exist in any zone of a house.</p>
10.	Combustion Safety	<p>Combustion equipment including (but not limited to) furnaces and water heaters, must be located outside the conditioned space, unless they are sealed combustion or power vented.</p> <p>Unvented fireplaces are not permitted.</p> <p>Gas logs having a fan that blows any portion of the combustion gases into the living spaces are not permitted.</p> <p>One hard-wired carbon monoxide (CO) detector shall be installed per 1,000 sq. feet of living space (minimum 1 per floor) in all houses with an attached garage or with any combustion appliance.</p>

Gorrell Street Design and Development Standards

All building plans for single family homes and twin-homes submitted for consideration must adhere to the following Development Standards. Any deviations to these standards must receive special permission from the Department of Housing and Community Development.

Allowances Specific to the Contract

1. Vinyl siding, soffits, and roof shingles shall be equal or better to houses originally built in this location by O.U. Chavis Contracting.
2. Driveway length is acceptable as shown on plans approved by HCD.
3. Storm doors are optional.

1. Contemporary and traditional architectural designs are encouraged which would be compatible or better than the best designed homes in the neighborhood. Architectural style and details should be consistent for each house.
2. The builder shall submit for approval site, elevation, and building floor plans.
3. No identical building plans or identical exterior elevations may be built side-by-side.
4. All single family homes shall be a minimum of 3 bedrooms and 1,250 square feet livable space with 2 baths.
5. An exterior storage space, not within the livable area, equal to at least 40 square feet, is required on every home and shall be accessible from the rear elevation.
6. Design interest is encouraged through the use of architectural details, such as: brackets, wide trim boards, offsets, gable end treatments, contemporary window styles, vaulted and cathedral ceilings, etc.
7. All homes shall have full brick foundations (no utility brick) with crawl spaces. Raised slab foundations may be allowed by special permission where specific topographic reasons are justified.
8. Exterior siding materials shall be brick, premium vinyl, horizontal wood or wood shingles or hardi-plank. No vertical plywood or Masonite shall be used. Trim shall be wood, premium vinyl or smooth finish fiber cement.
9. Minimum roof pitch shall be 7/12. Roof shall be covered with mildew-resistant minimum 25-year shingles. Roof ridge vents shall be constructed along ridge. All roof penetrations, including vent stacks, shall be located on the rear roof slope and shall match the color of the roof. Skylights shall be flat and located only on rear facing roofs. Soffits shall be wood, smooth finish fiber cement with strip venting (not perforated), or premium vinyl with hidden venting.
10. All front doors shall be on the street façade and shall face the street. Doors shall be wood, composite, and metal-clad or steel, with traditional stile and rail proportions, raised panel profiles and glazing patterns consistent with the architectural style of the house. Quality storm doors shall be installed on

the front and rear of each home. No interior doors shall be less than 28 inches wide for bathroom entrances and no less than 32 inches wide for other room entrances.

11. All outside walls shall have at least one window on each story. Windows shall be double hung, thermal pane tilt windows with low-E glass. No flush-mounted windows. Muntins are optional, but shall be SDL or TDL with traditional interior and exterior profile, if used.
12. All homes must be built to Energy Star Program standards, sample attached. More information is available at http://www.advancedenergy.org/buildings/programs/affordable_housing/ or at <http://energystar.gov>.
13. Houses shall be pre-wired for cable and telephone in all living areas (living rooms, den, and bedrooms).
14. Vinyl floors shall be installed with sub-flooring to meet all applicable warranty standards. Carpet shall be at minimum 37-ounce with six-pound padding.
15. Houses shall include: gas furnace, minimum 40-gallon hot water heater, 3-cycle dishwasher, self-cleaning oven, installed light over sink.
16. Garage/accessory structure materials and details shall match and be consistent with architectural style of the house.
17. The setback from the street right-of-way shall not vary more than 10 feet from existing homes on contiguous lots.
18. Driveways shall be concrete and shall extend a minimum of 40 feet back from front corner of house or to the back corner of the house (whichever is less). Front, circle drives may be allowed by special permission.
19. All service equipment, including antennas, satellite dishes, etc. shall be located to the rear. Air conditioning units may be located to the side or rear.
20. Builder-installed front yard landscaping is required for each home, which shall include the planting of at least two 15-gallon hardwood deciduous shade trees and one evergreen shrub for per five linear feet of footprint.
21. All existing trees over 12-inch diameter to be removed shall be identified on a plot plan and submitted to Department of Housing and Community Development for permission for removal. Clear cutting of entire lots will not be permitted.
22. No solid or chain link fencing is permitted in front yards.
23. A minimum 10-foot by 10-foot rear deck or patio is required on all homes.
24. Paved pads on the rear elevation suitable for storage of trashcans are strongly encouraged.
25. Yards shall be fine graded to allow positive drainage away from all houses and grass fully established.