

# Builder Guidelines • Compliance Agreement

Lot # \_\_\_\_\_

Designated Gate for ALL Access (ingress/egress): EAST WEST

Owner: \_\_\_\_\_

Builder: \_\_\_\_\_

Date of Architectural Review Approval: \_\_\_\_\_

Subsequent Reviews: \_\_\_\_\_

Items Missing from Initial Review (samples, landscape, etc.): \_\_\_\_\_

Date Review was Completed: \_\_\_\_\_

Date of Construction Permit Approval: \_\_\_\_\_

Date of Construction Deposit Receipt: \_\_\_\_\_

Targeted Completion Date: \_\_\_\_\_

## General Provisions

All construction, new and secondary, to include additions, remodeling, repairs which impact original appearance of homes, soil disturbance which requires delivery of heavy equipment, and maintenance to building, grounds, or hardscape which will impact original appearance, or which will require the transport of construction equipment in The Preserve at Sharp Mountain, must comply with the conditions and restrictions set forth in the Covenants and Bylaws, Design Review Manual and these Builder Guidelines of The Preserve at Sharp Mountain. In the interest of all property owners, the following rules and regulations shall be followed during the various construction activities referenced above. These guidelines will be part of the general construction contract for each resident and all Owners/Builders shall honor them. The Property Owners Association (POA) and its members, as well as any representatives of the POA Board designated to act on their behalf, shall not be liable for damages to any Owner/Builder subject to the conditions or enforcement of these guidelines. Furthermore, nothing in these guidelines shall override, replace, or alter the provisions of the Declaration of Covenants.

Note that any fines which may be levied for non-compliance with these agreed-upon guidelines will be assessed against the property Owner, and it is the responsibility of the Owner to pass along any fines to the Builder, who may then pass them along to the subcontractors depending upon where the culpability for the violation lies. In no case shall the Owner attempt to seek absolution from the responsibility to pay a fine on the basis that it should be subrogated to a third party. The Owner acknowledges that the responsibility for compliance with these guidelines ultimately devolves to the Owner.

When a construction deposit is put into escrow, if damage charges occur, charges will be levied against this balance, at which time the Owner is responsible for replenishing the escrow or bond account to the full initial balance within seven (7) days. The balance of this escrow account (to be held by the Preserve management company), will be remitted when the builder has completed construction of all approved improvements on the home site, a Certificate of Occupancy has been successfully obtained from Pickens County, and damage to properties (if any) has been satisfactorily addressed.

### **Construction Hours**

Construction work on any site shall not begin prior to 7:00 AM or conclude later than 7:00 PM, Monday through Friday; or 10:00 AM through 3:00 PM Saturdays. No work on Sundays or Federal Holidays (as defined for any given year at: [http://www.opm.gov/Operating\\_Status\\_Schedules/fedhol/](http://www.opm.gov/Operating_Status_Schedules/fedhol/)) is permitted unless pre-approved in writing by POA. The Owner will be afforded one warning violation. Thereafter, a \$100 fine will be assessed against the Owner for each day upon which this policy is violated. Enforcement will be through actions taken by The Preserve at Sharp Mountain's current management company and its legal staff.

### **Insurance**

The POA requires Builders to provide proof of all forms and amounts of insurance coverage as required by local, state and national requirements before beginning construction. This insurance must provide no less than the required coverage of comprehensive, general liability, workman's comp, and worker's verification of insurance. The Builder also verifies that workers/contractors, subcontractors are properly insured and agrees that the POA is waived of liability for any injuries and subsequent medical costs sustained by workers/contractors from said construction site, or travel within The Preserve at Sharp Mountain.

### **Site Access**

All builder vehicles, subcontractor vehicles, heavy equipment (including, but not limited to concrete trucks, grading equipment, trucks carrying large loads of wood, brick, drywall, well-drilling trucks, septic tank installers) are required to enter and exit through a specifically assigned gate as listed at the top of this form by the Architectural Review Committee. No vehicles may access building site through any property except the building site itself. No access through adjacent land/lots is allowed unless the builder can produce written proof from the adjacent property owner authorizing access through said property. Construction equipment is to be offloaded directly onto the site. If site conditions prohibit this, contractor is to exercise whatever precautions are required to protect the streets in the offloading/transfer process. Damage to pavement will result in fines in the amount of costs of repairs.

Lots falling to the East of Scarecorn Creek (which is approximately 200' east of Nature Park exit drive and between lots 107 and 108) shall be assigned access through the East Gate and those lots falling to the West of Scarecorn Creek shall be assigned access through the West Gate. Compliance will be monitored by various means including POA designated individuals who are part of the neighborhood watch committee, other Board- designated committees, as well as electronic means. The Owner will be afforded one warning violation. Thereafter, a \$100 fine will be assessed against the Owner for each day upon which this policy is violated. Enforcement will be through actions taken by The Preserve at Sharp Mountain's current management company and its legal staff.

## **Trash Removal and Site Maintenance**

The Owner and Builder should make every reasonable attempt to keep the construction site clean and maintained. Work areas should be kept free of items such as cardboard boxes, plastic containers or bottles, styrofoam, bags, and any other materials that can blow onto other properties or into the street. **Under no conditions is burning of trash and construction debris allowed on any building site.** Each builder must provide a trash dumpster (on property, not on street) for its construction site. Dumpsters must be emptied or replaced as soon as contents are visible above top of container. In the event of inclement weather, all soil, rock, or other matter flowing into the street(s) shall be removed as soon as weather allows. If not done within 72 hours and after a warning, the POA reserves the right to task its current management company to provide said clean-up and bill the cost to the Owner. Repeated violations may result in a shut-down of the construction site. Drainage and erosion control measures are required from initiation of grading to completion. Non-compliance with any of the restrictions listed above shall result in not only fines, but could result in legal action.

## **Blasting**

All blasting must comply with local and/or state guidelines. Before blasting is done, the Builder must inform the POA and all residents in the proximity of the blasting site prior to blasting. It is also understood that the Owner and Builder are liable for any resulting damage including, but not limited to, adjacent structures, streets, drainage, and vehicles.

## **Cleaning of Construction Site upon Completion**

Once construction is completed, the Owner and Builder shall thoroughly clean the site, road-front and driveway(s), plus repair all items such as, but not limited to, any damage to streets, driveways, drains, ditches or signs. It is also understood that the Owner is responsible for any expense resulting from damage caused to adjacent properties during construction.

## **Dust, Noise or Odor**

Owner and Builder must make every effort to control excessive dust, noise, or odor coming from construction site. This includes loud music (heard beyond the Owner's property). The Owner will be afforded one warning violation. Thereafter, a \$100 fine will be assessed against the Owner for each day upon which this policy is violated. Enforcement will be through actions taken by The Preserve at Sharp Mountain's management company and its legal staff.

## **Prohibited Items**

The following items are not allowed on construction sites:

- Alcoholic beverages
- Illegal drugs
- Any items or chemicals that are not approved by OSHA
- Concrete dumping without cleanup
- Auto or Equipment fluid changing without proper disposal.

The Owner will be afforded one warning violation. Thereafter, a \$100 fine will be assessed against the Owner for each day upon which this policy is violated. Enforcement will be through actions taken by The Preserve at Sharp Mountain's current management company and its legal staff.

## **Hazardous or Toxic Spills**

Operators of heavy equipment or other vehicles associated with construction must avoid spillage of any dangerous or toxic waste within the Sharp Mountain Preserve. Operators shall be responsible for code compliant remediation of any such spills and immediate notification to the proper governmental authorities. The POA reserves the right to task its current management company to provide said clean-up and bill the cost to the Owner. Repeated violations may result in a shut-down of the construction site.

## **Burning**

Due to the extreme danger associated with fires in a mountain community, and the length of time required for fire-fighting equipment to reach The Preserve, absolutely no fires of any sort will be permitted on any construction site at any time. This includes burning of stumps and site clearing residue, as well as any trash or construction debris. The Owner will be afforded one warning violation. Thereafter, a \$100 fine will be assessed against the Owner for each day upon which this policy is violated.

## **Construction Limits**

Following completion of construction, or within fifteen (15) days of issuance of a Certificate of Occupancy (CO), the Owner or Builder must remove all trailers, dumpsters, equipment, signs or vehicles associated with the construction. The Owner will be afforded one warning violation. Thereafter, a \$100 fine will be assessed against the Owner for each day upon which this policy is violated.

## **Code of Conduct**

The Owner, Builder, Subcontractors, suppliers, and anyone else associated with the construction project must refrain from conduct or behavior unbecoming, dangerous, or reflecting negatively on The Preserve at Sharp Mountain. This includes, but not limited to, speeding, reckless driving, dispersing trash along roadways, profanity, public urination or defecation, public nudity, fighting, or uncivilized behavior. Depending on the severity of actions, the POA reserves the right to ban individual(s) who exhibit or engage in said conduct/behavior from future work in the Sharp Mountain Preserve.

## **Enforcement**

The POA, through its current management company, may enforce the provisions of these guidelines by any and all legal means. Reimbursement of attorney's fees, POA expenses, or other associated costs will be passed along to the Owner for all violations.

Owners and Builders who challenge or disagree with claimed violations or fees may request a hearing with the POA.

The signatures below verify that the listed individuals have both read and understand these Guidelines, as well as the Design Review Manual, and agree to the terms and conditions found herein. Further, by signing and notarizing below, the Owner and the Builder attest to the fact that they indeed serve in these roles.

Note: An Owner who is also acting in the capacity of Builder, should sign in both places.

**OWNER**

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
Date: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
Date: \_\_\_\_\_

NOTARY

**BUILDER**

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
Date: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
Date: \_\_\_\_\_

NOTARY

**LOT NUMBER:** \_\_\_\_\_