



6.4 Form D: Construction Application

<b>Form D</b> (2 pages)	<b>Construction Application</b>
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Date:			
New Construction:		Improvements to Existing Structure:	
Home Site Number:			
Street / Road:			
Owner's Name:			
Address:			
Telephone / Fax:			
NC License Number and Classification:			
Architectural Compliance Deposit:			

I, \_\_\_\_\_, as contractor for the construction project described above, do hereby submit this deposit in good faith to the Turtlewood at Southport Community Architectural Review Committee for assurance that the construction will be implemented in accordance with the final plans approved by the BOARD.

I further agree that:

- a) I have read the Architectural Design Standards and Guidelines, Master Declaration of Covenants, Restrictions, and Easements, and the Protective Covenants and do agree to follow them in full understanding.
- b) I agree to construct and fulfill the plans and specifications as approved for this project in the final review by the Architectural Review Committee (ARC). I understand that any changes to these plans must be approved by the ARC.
- c) At closing, I will accept full and total responsibility for the condition of the lot on all existing and future improvements. I will make repairs to any item damaged during the course of construction and will ensure that the lot and its improvements will pass all inspections required for a Certificate of Occupancy. I will accept full responsibility for the actions of my contractors, suppliers, and / or subcontractors and release Owner / Developer and his contractors, suppliers, and/or subcontractors from any further liability or responsibility with regard to above described site improvements. I understood and agree that both the property lines and the house footprint are to be staked by a registered land surveyor for review by the ARC prior to any construction activities on the lot.
- d) I agree to carry out construction according to the plans and specifications as approved in the final review by the ARC. No changes to these plans will be made without prior approval by the ARC.
- e) I am responsible for obtaining all necessary permits from governmental agencies.
- f) I am responsible for the behavior and actions of all my employees, agents, subcontractors, suppliers, and others coming on or about the job in connection with my performance under the contract.
- g) I am responsible for maintaining a clean construction site at all times. In order to comply with this requirement, I will provide a container on site with screening sufficient to block the view of its contents and large enough to accommodate the trash and refuge from my building project. In addition, I will provide a covered container so that employees can dispose of cans, bottles, lunch bags, and other minor refuse items so that they will not be lying loose on or around the lot. I will also empty these containers often enough so that they will be able to support the refuse generated from the building project. I will maintain a chemical toilet at all times at the REAR of the property with sufficient screening of white vinyl lattice to block its view.
- h) For the duration of the construction and upon completion of the building project, I am responsible for a thorough clean up of the construction site daily.
- i) I agree that should I or any other person for whom I am responsible violate any of the terms of the Declaration, these Guidelines or any term of this Agreement, that the ARC may:
  - a. Withdraw my right to enter Turtlewood at Southport to access any lot in the subdivision for construction purposes, and
  - b. That any such entry by me or any other person under my responsibility who should enter upon the streets to pursue a building project will be considered a trespass until such time as the right to enter has been restored by the ARC.
- j) I agree that I will immediately stop construction on the building project at any time should I be directed to do so by the ARC in writing, provided the written notice describes the manner in which I am in violation of this Agreement, the Restrictions, or the Architectural Standards and Guidelines. I further agree that any action I take after notice will be limited to the sole purpose of correcting any violation and/or as otherwise necessary to comply with this Agreement and those requirements. I will not commence work toward completion of the building project until the stop work order has been lifted by the ARC.
- k) I hereby represent to the ARC that I hold an intermediate or unlimited North Carolina General Contractor's License and that the license number shown at the head of this document is correct, is current and is sufficient to cover and authorize me to carry out the building contract as a general contractor.



- l) I understand the new construction bond in the amount of \$5000.00 or the Addition to Existing Home Construction Bond of \$1000.00, which has been submitted to the ARC, will be held by the ARC and should I fail to abide by this Contractor Agreement, the Architectural Standards and Guidelines, and Restrictions, that some or all of the performance (new construction) bond may be retained by the ARC. Should the ARC impose a fine or charge against my performance bond, it shall furnish to me a statement as to why the fine or charge was imposed, together with the amount charged. As a guide, the ARC may impose a fine or charge inclusive of, but not limited to, the following types of violations:
- a. Failure to control soil run-off into ditches, adjoining lots, or ponds.
  - b. Failure to maintain storm water swales on or adjacent to lot under construction.
  - c. Failure to provide a chemical toilet for the workers use.
  - d. Failure to provide the necessary refuse and trash containers.
  - e. Failure to properly screen the chemical toilet and/or refuse / trash containers from view.
  - f. Failure to empty the refuse / trash containers.
  - g. Removal of trees or shrubs in violation of the Covenants and Guidelines.
  - h. Failure to notify the Contract Administrator in a timely manner for the various inspections.
  - i. Failure to provide proper protection and/or allowing damage to the streets or curbs by the delivery and/or construction vehicles.
  - j. Failure to properly park at the worksite.
  - k. Damage to utilities and / or neighboring properties.
  - l. Working on a property outside of allowed times.
- m) Construction must be completed within 10 months from start date and landscaping must be installed within 90 days of occupancy.

This application, agreement, and deposit made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Deposit Date: \_\_\_\_\_ Amount Received: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_

Approved by ARC by: \_\_\_\_\_ Date: \_\_\_\_\_

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<b>Date:</b>	1Nov19	20May20	31Jul20	8Jun21	23Mar23	<b>25Jul24</b>			
<b>Version:</b>	1.0	2.0	3.0	4.0	5.0	<b>6.0</b>			