

Form C

Construction Application

Date: _____

New Construction _____ Improvements _____ Preliminary Plans _____ Final Plans _____

Lot # _____ Street Address _____

Property Owner _____

Mailing Address _____

City/State/Zip _____

Email Address _____

Cell Phone #'s _____ Work# _____

Contractor _____

Address _____

Contractor's email address _____

Contractor's cell phone# _____

Contractor's SC License Number, Classification and expiration date

Contractor's Certificate of Insurance and Expiration Date sent to charlestonlandingarc@gmail.com

I, _____,

As contractor for the construction project described above, do hereby submit this deposit in good faith to Charleston Landing Homeowners Association for assurance that the construction will be implemented in accordance with the final plans as approved by the Charleston Landing ARC.

I further agree that:

1. I have read the Design & Construction Guidelines, Master Declaration of Protective Covenants, and By-Law and do agree to follow these in full understanding.

2. I agree to construct and fulfill the plans and specification as approved for this project in the final review by the Architectural Review Committee. I understand that any changes to these plans must be approved by the Committee.

3. At closing, I will accept full and total responsibility for the condition of all adjoining properties. I will make repairs to any item(s) damaged during the course of construction (i.e. sidewalk, irrigation, alleys, neighboring lots etc.) 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.

4. I understand and agree that both the property lines and the house footprint are to be staked by a registered land surveyor for review by the Architectural Review Committee (ARC) prior to any construction activities on the lot.

5. I agree to carry out construction according to these plans and specifications as approved in the final review by the ARC. No changes will be made without prior approval by the ARC.

6. 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.

7. 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 refuse 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 the lot. I will also empty these containers often enough so that they will be able to support the refuse from the building project. I will maintain a chemical toilet at all times. It must be placed twenty-five (25') feet from the public street (cannot be located on the private residential alleyway) in an inconspicuous location with sufficient screening of white vinyl lattice to block its view and be installed in the plum. The door must face away from the street and any existing residences.

8. For the duration of construction and upon completion of the building project, I am responsible for a thorough clean-up of the construction site.

9. I agree that should I or any other persons for whom I am responsible violate any of the terms of these Guidelines or any other terms of this agreement, that the ARC may : a) Withdraw my right to enter upon the private streets of Charleston Landing 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.

10. 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 and these 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 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.

11. I hereby represent to the ARC that I hold an intermediate or unlimited South 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 the general contractor.

12. I understand the compliance bond in the amount of \$7,500 which has been submitted to the ARC will be held in an escrow account and should I fail to abide by this Contractor Agreement and/or the Design & Construction Guidelines, that some or all of the performance 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 charges were imposed, together with the amount charged. As a guide, the ARC may impose a fine or charge for violations which are not limited to the following

types of violations:

- a) Failure to control soil run-off into ditches, adjoining lots or ponds;
- b) Failure to provide a chemical toilet for the workers use;
- c) Failure to provide the necessary refuge and trash containers;
- d) Failure to properly screen the chemical toilet refuge from view;
- e) Failure to empty trash containers;
- f) Removal of trees or shrubs in violation with the covenants and guidelines;
- g) Failure to provide proper protection and/or allowing damage to the streets, curbs, or alleys by the delivery trucks.
- h) Failure to prevent construction vehicles from using alleyways

13. I understand that a failure to abide by this Contractor Agreement and/ or the Design & Construction Guidelines may result in the ARC's disapproval of a Construction Application for other properties, and/or an increased compliance bond for other properties, upon which I may wish to build.

14. I agree that I will notify the ARC after the completion of each construction phase listed below prior to moving on to the next construction phase to allow for inspection to ensure the house is being constructed per the approved plans. Please contact the ARC one (1)week in advance to schedule an ARC inspection.

Inspection Schedule:

- 1. Foundation is completed
- 2. Final inspection conducted after landscaping is installed

This application, agreement, and deposit made this _____ day of _____,

Contractor (please print): _____

Contractor's signature: _____ Date: _____

As specified in the Master Declaration for Charleston Landing the Contractor is required to post a deposit/bond in the amount of \$7500 to assure that he/she satisfactorily completes the project without damages to common and/or adjacent properties or violates any guidelines as published in the ARC Guidelines. As the Home/Lot Owner I understand that the above named contractor is solely responsible for any and all fines incurred during the construction of my home. Any such fines will be deducted from the contractor's deposit.

Home/Lot Owner's Signature: _____ Date: _____

Witnessed by ARC Member: _____ Date: _____

Deposit Date: _____ Amount Received: _____ Check No.: _____