

**Note: Form must be filled out using Adobe Reader. Click here to download Adobe Reader at no cost.**



*Sweet Grass*  
BLOWING ROCK, NC

## **EXHIBIT B CONSTRUCTION AGREEMENT**

To maintain a level of peacefulness in the SweetGrass community, Contractors must abide by the work rules. If a Contractor violates the rules, the DRC has the right to remove the Contractor from the property or issue a stop work order.

### **CONTRACTOR INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

### **CONSTRUCTION LOCATION**

ADDRESS (if known): \_\_\_\_\_ LOT NUMBER: \_\_\_\_\_

LOT OWNER: \_\_\_\_\_

JOB SUPERINTENDENT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

### **CONTRACTOR WORK RULES**

1. Owner and Contractor have read and agree to the terms and provisions of the SGCA Charter, SweetGrass Design Guidelines and the SweetGrass Style and Architectural Vision Booklet. Failure to comply with these documents may result in the reduction of the Construction Deposit.
2. The project will be completed as described by the drawings, plans and specifications approved by the DRC.
3. Contractor is responsible for the conduct of all workers performing services on this project at all times working at his direction.
4. Any changes from the originally submitted plans and specifications affecting the exterior to the home or the site submitted must be approved in writing by the DRC prior to implementation.
5. Contractors may not use the main SweetGrass entrance off Holloway Mountain Road.
6. Work hours are from 8:00 AM to 6:00 PM Monday to Saturday.
7. **NO WORK MAY BE PERFORMED ON SUNDAY AND ANY OF THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.**
8. The speed limit is 15 miles per hour and the Contractor shall be responsible to ensure his workers comply.
9. Contractors are not allowed to perform maintenance on any equipment or vehicles while it is in the SweetGrass community
10. Contractors must clean-up the site at the end of each work day and will not leave behind any trash or unnecessary debris. A commercial dumpster and job site toilet shall be placed in conformance with these Design Guidelines.



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## EXHIBIT B CONSTRUCTION AGREEMENT (cont'd)

11. Contractors are not allowed to use any community amenities for any reason
12. Contractors are not allowed to use any community power source, such as the Lake House.
13. Contractors are not allowed to wash equipment, including concrete trucks, at the job site
14. Contractors shall maintain erosion control devices so that no storm water run-off is discharged into the community lake or community creeks.
15. Prior to beginning any site clearing, it is the responsibility to the Contractor to install and maintain erosion control devices with these Design Guidelines and in accordance with all local, state and federal requirements.
16. Contractors shall ensure that all food, food products and packaging are properly disposed of on a daily basis. No food shall be thrown on the ground or into any existing vegetation.
17. Contractors shall keep adjoining roads clean and clear of any construction materials, debris or residue on a daily basis. Failure to control mud and mud build-up on roads is grounds for DRC ordered clean-up at Owner's expense.
18. Contractors shall maintain a gravel base on all driveways and/or any on-site parking areas at all times to eliminate the need for on-street parking.
19. All workers and vehicles are subject to search to help prevent theft of materials and equipment.
20. To facilitate snow removal and ground maintenance, Contractors shall keep all construction vehicles, materials, trailers etc., within the property boundaries.
21. Contractors shall be responsible for any repair of road frontage and the road right-of way including asphalt, grading and/or turf establishment after construction.
22. Contractor shall install a sign at the job site identifying their company, address and contact information.
23. Contractor shall immediately remove all signage from property after issuance of the Certificate of Occupancy.
24. Contractor shall be responsible for the re-establishment of a healthy stand of turf for any area within the road right-of-way impacted during construction.
25. Construction must be completed within twelve (12) months of DRC project approval unless a variance is granted by the DRC.

### SCHEDULE OF FINES

The following is a schedule of fines, which may be imposed daily and are legally assessable. Liens may also be filed and enforced. Fine amounts are subject to change at the sole discretion of the Founder during the Development and Sale Period, as defined in the SGCA Charter, then afterward by the Design Review Committee (DRC), subject to approval by the SweetGrass Board of Directors. Fines may be issued at the one-day fee after serving the first notice of alleged violation in writing as required by the SGCA Charter. Reasonable time for correction will then be allowed before daily fines are imposed. Fines shall be doubled upon issuance of the second notice of alleged violation. Fines shall be tripled upon issuance of the third notice of alleged violations.

1. No Dumpster: \$500.00
2. Littered Site: \$500.00
3. No Erosion Control: \$500.00
4. No temporary sanitation (job-site toilet): \$500.00
5. Parking in right-of-way: \$500.00
6. Building Material in right-of-way - Subject to cost of repair: \$500.00
7. Damage to right-of-way: \$500.00



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## EXHIBIT B CONSTRUCTION AGREEMENT (cont'd)

8. Parking on adjacent property: \$500.00
9. No job sign: \$500.00
10. Damage to small trees, vegetation or natural areas: \$500.00
11. Unauthorized removal or destruction of trees six (6") inches and larger at breast height (DBH) – per tree: \$500.00
12. Unauthorized plan change (minor): \$1,000.00
13. Unauthorized plan change (major): Revocation of SweetGrass Permits and Forfeiture of all funds remaining on deposit.
14. Unauthorized finishes: Revocation of SweetGrass Permits and Forfeiture of all funds remaining on deposit.
15. Incomplete or non-complying landscaping: Forfeiture of all funds remaining on deposit.
16. Work being performed on Sundays or any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day: \$500.00.
17. Failure to complete the project within 12 months of DRC project approval unless a variance has been granted by the DRC: \$500.00.

**Please enter the Lot Owner's and Contractor's name to confirm that each party has read and acknowledges the Construction Agreement**

**Lot Owner Acknowledgement:** \_\_\_\_\_

**Contractor Acknowledgement:** \_\_\_\_\_