



## APPENDIX A CONSTRUCTION AGREEMENT

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

### CONTRACTOR INFORMATION

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

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

Insurance Agency holding Certificate of Liability: \_\_\_\_\_

Insurance Agent Name and Number: \_\_\_\_\_

### CONSTRUCTION LOCATION

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

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

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

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

ARCHITECT OF RECORD: \_\_\_\_\_

### CONTRACTOR WORK RULES

1. Owner and Contractor have read and agreed to the terms and provisions of Sunalei Preserve Design Guidelines. Failure to comply may result in fines.
2. The project will be completed as described by the drawings and specifications approved by the Architectural Review Board.
3. Contractors will provide a current Certificate of Liability Insurance policy at a minimum coverage amount of one million dollars. All workers shall be covered under such plan. Subcontractors without a General Liability policy must be covered under the Contractor. Policy must remain in effect throughout the project.
4. The construction site will be maintained in a clean manner, an approved job sign will be installed, a commercial dumpster and job toilet shall be placed in conformance with the Design Guidelines.
5. Contractor shall install a sign at the job site identifying their company, address and contact information.
6. A copy of the contract between the Contractor and the owner shall be provided to the ARB



7. Contractor is responsible for the conduct of all workers performing services on this project at all times working at his direction. Contractor is required to give details to workers or subs on directions, codes and specific lots or locations.
8. Contractor must provide and present each subcontractor and all workers with this list of Construction Work Rules and ensure compliance.
9. Contractor will provide a list of all subcontractors and workers and include a point of contact name and telephone number for each in the space provided below.
10. All workers and vehicles are subject to search to help prevent theft of materials and equipment.
11. Any fines imposed can be deducted from the Construction Compliance Deposit.
12. Any restorative, corrective, enforcement, or maintenance efforts expended by ARB on behalf of the Contractor shall be payable from the Construction Compliance Deposit.
13. Other than an approved Sunalei Preserve building Contractor signs, all signs on the home site need to be approved by the ARB for content and placement on site.
14. Prior to tree removal, clearing or beginning construction of the building, compliance with setback lines and conformance with pre-approved tree removal plan must be verified to the ARB with a registered land surveyor at Owner's expense.
15. Any changes from the originally submitted plans and specifications affecting the exterior of the home or the site submitted must be approved in writing by the ARB prior to action.
16. Drainage (including road ditches and culvert pipe beneath the construction access road) is to be approved by Sunalei Preserve ARB.
17. Silt fences and erosion control measure shall be installed by the lot owner at his expense prior to any clearing.
18. No burning is permitted on the site without Sunalei Preserve ARB approval.
19. Any change from approved outside colors and/or outside lighting is to be approved by Sunalei Preserve ARB in writing.
20. Stumps, wood, or other materials shall not be dumped on adjacent lots. Clean up of surrounding lots for incidental trash shall be done on a daily basis.
21. The road and drainage ditch in front of this lot must be kept clean of dirt, mud, trash, etc. at all times during construction. No construction worker vehicles, supplier vehicles, or building materials are permitted in the right-of-way without special permission of Sunalei Preserve ARB. Both traffic lanes are to be open at all times. If ARB approves the parking of vehicles on the shoulder of the road, contractor is responsible for placing "MEN WORKING" signs on the road so that drivers traveling in either direction on the road are adequately warned. The signs are to be provided by Contractor.
22. All lots shall have a drainage ditch established by the developer along the front of the property to allow water from road to drain off of right-of-way. Contractor shall make provision to prevent the above normal rainwater, mud or silt from affecting abutting properties.
23. Any dogs or pets brought to the job site shall be leashed and contained within the property boundaries.
24. The speed limit is 22 miles per hour and shall be strictly enforced.
25. Construction vehicles shall not block roadways. Neighboring driveways may not be used for parking or turn-around.
26. Contractors are expressly forbidden from parking or placing equipment on the shoulder of the road. One warning via email and second occurrence will result in fines of \$100 per day.
27. Mud on the roadways shall be minimized at all times. Failure to control mud and mud build-up on roads is grounds for fines and/or ARB ordered clean up at Owner's expense.
28. Construction shall conform to the latest requirements of the North Carolina Residential State Building Code or Tennessee Residential Building Code and pertinent local codes. Each contractor or subcontractor is responsible for ensuring work meets such requirements and obtaining all approvals.
29. It is understood and agreed to by both Owner and Contractor that failure on their part or on the part of either of them to comply with the terms and provisions in any part of Sunalei's Design Guidelines may result in a cease-and-desist order or fine against them by Sunalei Preserve and forfeiture



of the portion of the privilege of traveling on the roadways within Sunalei Preserve. Such fines are not limited to the Construction Compliance Deposit amount.

30. It is understood that the Sunalei Preserve ARB has the authority to bar or restrict any Builder, Contractor or Subcontractor from entering Sunalei Preserve.
31. Construction must be completed within 18 months of commencement unless a variance is granted by the ARB. Failure to complete within the specified time frame may result in forfeiture of the Construction Compliance Deposit.
32. Work hours are from 8:00 AM to 6:00 PM Monday to Saturday. No work shall occur on Sundays or Holidays. Holidays to include: New Years Day, Labor Day, Memorial Day, 4<sup>th</sup> of July, Thanksgiving, Christmas Eve and Christmas Day.
33. Contractors are not allowed to use any community amenities for any reason.
34. Contractors are not allowed to use any community power source.
35. Contractors are not allowed to wash concrete trucks along roadways or ditch lines.
36. 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.
37. To facilitate snow removal and ground maintenance, Contractors shall keep all construction vehicles, materials, trailers etc., within the property boundaries.
38. 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.
39. Contractor may not use any power, water, or trespass on any private lot other than that of the job site. Failure to comply may result in a cease and desist order or fine against them by Sunalei Preserve and forfeiture of the privilege of traveling on the roadways within Sunalei Preserve.
40. Before any construction is done, grading or building there must be a pre-construction meeting with ARB and Contractor to approve roadway location and build site.
41. I have been given a copy of Sunalei Preserve Design Guidelines. "I understand said requirements and agree to abide by the Design Guidelines and Contractor Work Rules and accept fee penalties if imposed."

### SCHEDULE OF FINES

1. No dumpster	\$500.00
2. Burning without ARB permission	\$10,000.00
3. Littered site (per day)	\$500.00
4. No erosion control*	\$500.00
5. No temporary sanitation (job toilet)	\$500.00
6. Parking in right-of-way	\$500.00
7. Parking on shoulders and grass	\$100 per day
8. Building material in right-of-way; subject to cost of repair	\$500.00
9. Damage to right-of-way	\$500.00
10. Parking on adjacent property	\$500.00
11. Non-conforming job sign	\$100.00
12. Damage to small trees, vegetation, or natural areas	\$500.00
13. Unauthorized removal or destruction of trees six (6) inches and larger in diameter – per tree _____	\$500.00



- 14. Unauthorized plan change (minor) \$1,000.00
- 15. Unauthorized plan change (major) –Revocation of Sunalei Preserve Permits and Forfeiture of all funds remaining on deposit.
- 16. Unauthorized finishes – Revocation of Sunalei Preserve Permits and Forfeiture of all funds remaining on deposit. Cost of legal compliance order will be paid by property owner.
- 17. Incomplete or non-complying landscaping – Forfeiture of all funds remaining on deposit.

**Subcontractors with Point of Contact Name and Phone Number:**

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**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:** \_\_\_\_\_

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