

**Avery Park
Architectural Review Board
Contractor/Homeowner Agreement
(Checklist Item # 12)**

Contractor: _____

North Carolina License #: _____

Address: _____

Telephone #: _____

Construction Location: Lot# _____ **Street-Road:** _____

New Construction **Major Improvements to Existing Structure**

Previous Construction Experience:

Have you built in Avery Park Before? **Yes** **No**

Homeowner: _____

Current Address, Telephone and e-mail address:

Agreement:

I, _____,
As a homeowner/lot owner for the construction project described above, do hereby submit this Site Damage Deposit (\$2500.00) in good faith to Avery Park HOA for insurance that the construction will be implemented in accordance with the final plans as approved by the Architectural Review Board.

I further agree that:

1. I and my builder/ contractors have read the Architectural Design Standards, Avery Park Covenants, Conditions and Restrictions (CCR's) and do agree to follow these in full understanding.
2. I agree to construct and fulfill the plans and specifications as approved for this project in the final review by IPM. Any changes to these plans will be first approved by the Board prior to implementation.
3. I understand that the deposit submitted will be returned in full after satisfactory inspection, unless a deduction is necessary for any changes not approved by IPM, work to clean up an untidy site, or repairs necessary to

streets, gates, road shoulders, street lights, community landscaping, common areas, etc. Should the entire amount of the deposit be required to cover the cost of damages or fines, I will be required to immediately pay an additional deposit established by the Association. I will notify the ARB Chairperson immediately if damage occurs.

4. I am responsible for the behavior and the actions of all workers contracted to do this job while they are at Avery Park. I understand that no individuals will be allowed to reside in the structure under construction or on the premises. All workers contracted for construction of this project shall only be onsite from the hours of 7:00 AM. until 7:00 PM. during weekdays; Saturday 8:00 AM until 5:00 PM. No construction will be allowed on Sundays.
5. I will instruct my builder, contractors to maintain a dumpster on the lot under construction. This dumpster must be emptied periodically when construction materials reach the upper rim. All construction sites are to be cleaned daily to eliminate potentially hazardous situations. Failure to maintain a clean site will result in possible fines. Construction materials must be kept out of the street right of way at all times to facilitate the access of emergency vehicles into Avery Park streets. No adjacent lots, undeveloped areas, or common areas can be used for dumping debris of any kind. A fine of \$1000.00 will be imposed on anyone caught dumping in this manner. It may also result in the immediate prohibition of a contractor or sub-contractor from working in Avery Park.
6. I and my builder / contractors understand that open fires are prohibited on any project site. No burning of trash or debris is permitted. Fires deemed necessary for workers heat source in the winter months, must be made in an appropriate container.
7. At least (1) Port-A-John is required at a site. Maintenance and emptying is my responsibility.
8. I agree that worker parking will not impede ingress or egress of emergency vehicles or residents to and from their homes. Parking should not block mailboxes or in anyway prevent deliveries to current residents. Parking shall be on paved streets or driveways. Vehicles will be towed if these guidelines are not adhered to. Workers will abide by the posted development speed limits.
9. To avoid injuries to workers and damage to underground utilities, builders, contractors will request locations of all underground utilities. This requirement will relate to any construction, including foundations, fences, landscaping, etc. I realize I will be liable for any damage to underground utilities which may result of a failure to properly locate underground utilities.
10. My builder, contractors will provide a sediment containment plan to IPM prior to construction. This plan will be utilized throughout the entire construction phase from beginning until completion. Any failure or deviation from this plan will result in the possibility of fines. Any damage to adjacent lots, streets, or common areas will be addressed and fines imposed accordingly. Any failures in containment will be immediately addressed and

corrected. I realize that the ARB might also contact the Buncombe County Erosion Control Board if necessary, to correct erosion problems at the site.

11. I and my builders, contractors understand that no solvents, paints, hazardous materials may be dumped onto the site or any adjacent sites, undeveloped areas, common areas. They must be disposed of in accordance with state and local regulations. Concrete trucks/and or asphalt trucks are prohibited from dumping excess concrete /and or asphalt anywhere in Avery Park. Workers and I must immediately clean up accidental spills of concrete/and or asphalt. Any deviation from this will result in a minimum \$1000.00 fine, along with complete billing for removal of contaminated soil and debris. State and local authorities will also be notified of any hazardous spills in Avery Park. Workers responsible will be banned from further construction in Avery Park.
12. I understand that the members of the ARB, Avery Park Board of Directors and IPM are permitted to enter upon the proposed site for the purpose of inspecting the proposed project, the project in progress, and the completed project, and that such entry does not constitute a trespass.
13. Nothing contained herein shall violate any of the provisions or Building and Zoning Codes of Buncombe County, to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restriction. Any required county permitting will be completed.
14. The applicant understands that any approval of the project will be automatically revoked if the project has not begun within Six (6) months of the approval date. Avery Park CCRs require completion of the project within One (1) year of start date. An extension may be requested for consideration by the ARB if extenuating circumstances warrant.

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Contractor Signature: _____ Date: _____