

CASABELLA

Builders' Home Construction Agreement

Owner: _____

Builder: _____

Lot: _____

This Home Construction Agreement is made this ____ day of _____, 20____, by Casabella Homeowners' Association and _____, Builder.

WHEREAS the Builder agrees to abide by the terms of this agreement and

WHEREAS the Builder shall be liable for any breach of those terms in which Builder, his employees, subcontractors, or material suppliers are responsible for violating any of the terms described below:

WHEREAS the Builder has deposited with Casabella Homeowners' Association One Thousand dollars (\$1000.00) as a security deposit to ensure conformance with this Agreement. Two Hundred Fifty dollars (\$250.00) will be retained as the ARB fee. Seven Hundred Fifty dollars (\$750.00) will be returned when the Final Inspection and ARB approval has been received. You must call the Development office at 984-2322 for your Final Inspection and to receive your refund. If you have not complied with all Casabella ARB requirements to build in Casabella, you may forfeit a portion or all of your refundable deposit.

NOW, THEREFORE, the Builder agrees as follows:

I. Prior to the Start of Construction:

1. Access Registration. Each Builder is required to provide the Association with a written list of subcontractors, suppliers, and other workers who will be working on the home construction.
2. Access of Workers not Registered. Any subcontractor, supplier or other worker not properly registered will not be allowed access without phone approval or written submittal by the Builder.
3. Work Hours. Approved work hours are 7:00 a.m. to 7:00 p.m. Monday through Saturday and 10:00 a.m. to 5:00 p.m. on Sunday. Any deviation from this schedule must be approved by the Architectural Review Board or Developer.
4. Architectural Review Board Approval. Prior to the start of construction, the Builder and Owner must receive written approval from the Architectural Review Board of the house plan package.

II. During Construction:

1. Site Cleanup. During the construction period, Builder shall keep the site free of loose trash and waste. Builders shall set-up and utilize a designated fenced or enclosed trash area during all phases of construction.

2. Conservation Easement. The Builder and Owner are put on notice of the area along the wetlands being restricted in use as a conservation easement. No work shall occur within the wetlands. Violators will be prosecuted.
3. Adjacent Lots. Adjacent lots shall not be utilized for storage, trash, drainage or access without approval from the Architectural Review Board and the property owner.
4. Curb and Road Protection. The Builder shall take all measures necessary to protect the road and curbs when accessing the lot. This includes driving over the curb with fill trucks, large equipment, and other large vehicles.
5. Damage. The Builder and Owner shall be responsible for all damage to any other owner's property and/or the Association property as a result of Builder's construction activities.
6. Street Clean-up. The Builder and Owner shall be responsible for all street clean-up as a result of dirt or other materials being placed on street as a result of work on the lot.

III. Upon Completion:

Notification of completion. The Builder shall notify the ARB upon the completion of the home Construction.

IV. Compliance:

Written Notification: In the event a breach of this agreement is determined by the ARB, the Builder (with copy to Owner) shall be sent a written notice of the breach.

Compliance Period: The Builder shall be given a reasonable time frame in which to rectify the breach without further action or fines being taken by the ARB.

Fines: In the event the Builder does not comply with the terms of this agreement, the ARB may, at its sole discretion, fine the Builder for any breach of this agreement and apply any or all of the deposit held against the fine(s).

Acknowledgement and Agreement

Builder:

Casabella Homeowners Association

By: _____
Larry Hinkle