

CEDAR ISLAND HOMEOWNER'S ASSOCIATION OF FLAGLER COUNTY, INC.

Builder/Contractor Guidelines, Application, Deposit and Agreement

It is crucial that all Builders/Contractors intending to perform construction services in Cedar Island development thoroughly understand the Cedar Island HOA Architectural Criteria and the Declaration of Covenants and Restrictions related to the stormwater system and permit issued to the HOA by St. John's River Water Management District.

In connection with the HOA's permit obligations, these contractor guidelines and rules are intended to help ensure that the vision for Cedar Island HOA is achieved in order to maintain the aesthetics and quality of the community, to establish minimum standards of conduct during construction, and to maintain compliance with the various rules and regulations that govern the community with regard to the SJRWMD stormwater permit.

Please review the Builder's/Contractor's Guidelines for Conduct and the Construction Application, Deposit and Agreement. Other documents will be made available for your review as well, including the Architectural Criteria and the Declaration of Covenants and Restrictions. If the property owner is unable to provide you with copies, please contact

Watson Association Management
435 S. Yonge St., Suite 3
Ormond Beach, FL 32174
Phone 386-252-2661 - Fax 386-673-4943

Thank you for your cooperation in upholding our values and standards in Cedar Island.

BUILDER'S / CONTRACTOR'S GUIDELINES FOR CONDUCT

Builders/Contractors shall be held responsible for the acts of their employees, subcontractors, suppliers and any other persons or parties involved in construction or alteration of the home site. Cedar Island HOA may impose fines for non-compliance. The Association requires the following:

- A. Ensure that the construction site is kept clean and free of all debris and waste materials. All construction debris and other trash shall be placed in appropriate containers or removed from the site by the end of each day. Stockpiles of unused materials shall be kept in a neat and orderly fashion if visible from the road. Placement of dumpsters on the site is required for new home builds or as requested by the ARB.
- B. Prohibit the placement of any construction debris, yard waste or any other type of trash or garbage on HOA property or any neighboring property unless prior written consent has been obtained from such owner.
- C. Ensure there is no burning on the construction site or neighboring properties.
- D. Install silt fencing on sites that create the possibility of sand/soil eroding off the site.
- E. Dirt and debris shall be removed from the road by day's end. Sand/soil or other contaminants must not be allowed to accumulate in the streets/gutters or wash into the stormwater system.
- F. Maintain portable toilets at the construction site for new home builds or as requested by ARB.
- G. Prohibit the consumption of alcoholic beverages, illegal drugs, or other intoxicants that could hamper the safety or well-being of other personnel on the site, while also affecting the quality of workmanship.
- H. Contractors, subcontractors, and their employees may only park on one side of the road during construction hours and may not park on any adjoining properties unless prior written consent is obtained.
- I. Ensure all those for whom the builder is responsible are properly insured.
- J. Ensure all those for whom the builder is responsible comply with the rules and regulations of the ARB and HOA.
- K. Limiting working hours for construction personnel to 7:00 AM to 7:00 PM on Mondays – Fridays and 8:00 AM to 5:00 PM on Saturdays and Sundays. No construction work will be allowed on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.
- L. Prohibit construction personnel from bringing children under the age of 12 or pets to the work site.
- M. Prohibit the playing of loud music or other sounds from non-construction activities deemed as an annoyance to residents.
- N. Prohibit the use of adjacent properties for access to storage of material, machinery or equipment without prior written consent.
- O. Limit all builders, employees, subcontractors, and suppliers to construction-only related activities at the designated site.
- P. Allow access to the site by the HOA or its authorized representatives at reasonable times with prior notice for inspections to ensure compliance with all applicable requirements

CEDAR ISLAND HOMEOWNER'S ASSOCIATION OF FLAGLER COUNTY, INC. ("HOA")

Submit to: Watson Association Management

435 S. Yonge St., Suite 3, Ormond Beach, FL 32174 - Phone 386-252-2661 - Fax 386-673-4943

**ARCHITECTURAL REVIEW BOARD (ARB)
CONSTRUCTION APPLICATION, DEPOSIT AND AGREEMENT**

BUILDER/CONTRACTOR INFORMATION

Company Name _____
Address _____
Phone _____ FL Contractor License # _____
Site Supervisor Name, Phone & Email _____

Please submit the following (may be emailed to caminfo@watsonrealtycorp.com):

- ___ Company Resume: Include the number of years in business
___ Copy of Contractor's Licenses (state, city and county as applicable)
___ Certificate of Insurance for General Liability and Workers Compensation. The Association shall be named as an additional insured prior to commencement of construction and a Certificate of Insurance indicating the same shall be provided at that time.
___ Insurance agent contact information

CONSTRUCTION LOCATION

Owner(s) _____
Project Address/Lot # _____
Owner Mailing Address _____
Phone _____ Email _____

TYPE OF CONSTRUCTION

New Construction _____
Other Improvement _____
Brief description _____

CONSTRUCTION DEPOSITS

This deposit is to be paid by the Builder/Contractor only. It is to ensure Builder's/Contractor's compliance with HOA requirements. It is refundable after project completion when final inspection validates that work was completed in accordance with the approved plans and no violations of HOA rules or damage to buffer zones, conservation easements or HOA property has occurred. If Builder/Contractor fails to correct violations after notice from the HOA or management company, the HOA will take steps to correct violations and restore property damage and will use such amount of the deposit money as necessary to cover expenses for such work. The balance, if any, will be returned to the Builder/Contractor after corrections and/or restoration has been completed.

New Home Construction	\$7,500.00
Pools and Spas (when contractor directly with Owner)	\$2,500.00
Major Alteration, Addition, Screen Room	\$2,500.00

Payable to Cedar Island Homeowner's Association

Contractor Deposit \$ _____ Date/Check # _____

Received by: Printed Name and Signature _____

CONSTRUCTION AGREEMENT

I/We, _____ as property owner, and _____ as Builder/Contractor for the above described construction project, acknowledge and agree that we have read and understand the Cedar Island HOA Architectural Criteria, Declaration of Covenants and Restrictions, in particular regarding easements, buffer zones and conservation easements, ARB Request Form rules, and the Guidelines and information contained in this packet (collectively the "Requirements"). Furthermore, we understand that the Requirements imply a greater or lesser amount of subjectivity on the part of the ARB, and we agree to abide by any and all decisions of the ARB. We also agree:

1. Owner will complete and submit the approved ARB request form with all required documents for review by the ARB.
2. We shall not begin any work on site until final approval by the ARB.
3. We are responsible for completing the project per the plans and drawings approved by the ARB.
4. We will maintain a clean construction site at all times and install a permit box, commercial dumpster and port-o-let in conformance with the ARB guidelines and/or city of Flagler Beach requirements.
5. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
6. We understand that all workers are subject to and must abide by the Requirements.
7. We understand that compliance with all building codes, governmental ordinances, and regulations are the responsibility of the Owner and Builder/Contractor. Therefore, we hereby hold harmless and indemnify the Cedar Island HOA and ARB from any and all matters concerning the construction and fitness of the construction, including but not limited to drainage, code violations, plat violations, setback violations, easements, and buffer zone and conservation easement violations.
8. We understand contractors, subcontractors and their employees may only park on one side of the road during construction hours and days, may not park in a turn-around and may not park on adjacent lots unless the owner of that lot has consented in writing. We understand parking on HOA property common areas is prohibited, and parking shall not block areas of trash pick-up, mail delivery or driveways.
9. We acknowledge that any funds paid out by the HOA, including but not limited to those needed for the correction of changes not approved by the ARB, or the cost of work necessary to improve the appearance of sites, or repair any damage to the roads, rights of ways, utilities, natural vegetative buffers or conservation easement areas, HOA common areas, etc. will be deducted from the deposit.
10. Builder/Contractor certifies that the signature below is by an authorized representative who has the authority to bind the company.

This Application, Deposit and Agreement is made this ____ day of _____, 20____

By: Property Owner signature(s) _____

By: Builder/Contractor Authorized Signature _____

Print Name & Title _____

Application approved this ____ day of _____, 20____

By: HOA Signature _____

Print Name & Title: _____