



The Arbors at Dogwood Creek

Community Protection Plan and Compliance Agreement

Introduction: This document outlines the Community Protection Plan [Plan] adopted by the property owners of The Arbors at Dogwood Creek [Arbors] subdivision through the Home Owners Association's elected Board of Directors. Its purpose is to provide each lot owner and each builder, landscaper and/or associated contractor planning to operate within the Arbors with definitions and information regarding established requirements. The importance of adherence to the established protection plan is emphasized by the consequences for non compliance included in the Plan.

The Arbors is a developing community. Home construction and home renovations are underway continuously. This means that builders, landscapers, contractors and/or associated sub contractors use the community owned roads and road right of way to access construction sites.

The community streets, right of ways and park are privately owned by the property owners and maintenance is an AIA and property owner expense. Each lot owner pays annual dues to cover maintenance expenses for the streets, erosion control, right of way maintenance, and park maintenance. The Plan contained in this document is designed to promote compliance with established codes, covenants and policies, as well as promote respect for community owned streets and right of ways. Respect for community owned streets and right of ways reduces the expense of repair and allows current residents of the community to peacefully co-exist with the construction activities underway within the community. The Plan is designed to emphasize the requirements to individuals and companies and then, when applicable, penalize individuals and companies that do not adhere to the Plan or that do not take action steps to correct infractions, violations or events in a timely manner.

Definitions: For purposes of this Plan and Agreement, the following is defined:

Community: The Arbors at Dogwood Creek subdivision [Arbors]

Builder: Any builder, landscaper, contractor or subcontractor that is erecting, demolishing, changing, or altering any lot in the Arbors.

Owner: Any lot owner, regardless of principal residence

Right of way: At least the first fifteen [15] foot between the pavement and the lot along each Arbors street. Some areas of the right a way extend 17.5 feet from the pavement.

ACC: Architectural Control Committee of the Arbors at Dogwood Creek subdivision

MCC: Maintenance Control Committee of the Arbors at Dogwood Creek subdivision

Board: Elected representatives of the Arbors at Dogwood Creek subdivision Home Owners Association [HOA]

Policy: Any policy adopted by the Board.

C, C & R: Declaration of Codes, Covenants and Restrictions of the Arbors

Construction: Any activity that erects, adds, builds, changes, makes ready, removes, or

demolishes on a lot located in the Arbors

Examples: An item or items that provide additional explanation for the topic, but is not a full listing of each item of the topic.

Requirements of the Owner and Builder: This section clarifies and highlights **some** of the rules governing construction activity in the Arbors. As the property owner, you are responsible for your actions and the actions of the builder you hire. All owners, builders, contractors and subcontractors must abide by the rules listed below. Failure to follow all rules will result in sanctions that may include but are limited to: owner fines, builder fines, stop work orders, claims filed against the required builder bond and claims filed against the builder directly. The intent of these rules is to maintain the character of the community, to protect the right of way bordering each lot, and to protect the rights of all property owners as much as is feasible during construction on any Arbors lot. This compliance agreement must be signed by you, as the property owner and responsible party, and the builder's representative as a prerequisite for consideration of a building plan.

- First and foremost, be aware of and follow all rules, regulations, restrictions, covenants and codes contained in the governing Declaration of Covenants, Conditions, and Restrictions.
- Be aware of and follow all Board adopted policies. Policies are available on www.arborsia.org.
- Construction of approved plans must commence within 120 days of approval of the plans.
- A dumpster and portable toilet must be present during **all** phases of construction including site preparation. Dumpsters and port-a-potties must not be placed in the right of way, nor can delivery of the dumpster or port-a-pot be completed by driving thru the right of way.
- The required driveway culvert must be installed and driveway access to the construction lot established prior to commencement of construction. **All access to the construction lot is by way of the culvert, whether temporary or permanent.** Driving over the right of way, repeatedly parking on the easement or using the right of way for delivery of construction material is not allowed. This restriction includes but is not limited to: trucks, cars, dumpsters, bulldozers, cement trucks or vehicles of any type. Lots within the Arbors are of a size that allows for the parking of vehicles within the confines of the lot.
- The right of way must be protected and marked by protective barricade and warning fencing. The fencing [normally orange and at least 4 ft tall] must be placed 3 ft from the edge of the pavement and 12 ft from the pavement so the right of way is clearly marked. The fence must be placed so the drainage is not negatively impacted, and must be secured with metal "T" posts at 6 ft intervals. The fence is to be maintained for the entire length of the project.
- The construction site must be cleaned up on a daily basis. Loose debris, trash, construction material or lunch wrappers are unsightly, in some cases hazardous and can be blown onto neighboring lots or common areas.
- Any excess concrete will be washed out on the construction lot and will be disposed of properly and promptly. Washouts in neighboring lots, any right of way, any common area or on any street are strictly forbidden. [Reminder: The right of way borders each lot next to each street and is an estimated 15 feet wide.]
- No **unattended** burning of **any** materials on any lot. All fires must be **completely** extinguished while the builder or owner is present. No burning of any kind is not allowed in the easement. Unattended fires are dangerous and risk the well being of property owned by you and others in the community.
- The right of way is to be protected from damage during construction. In the event damage occurs to the right of way thru any means, all damage to the right of way must be repaired to the **original, pre-**

damaged condition within 10 days. Authorized representatives of Arbors owners [ACC, MCC and or Board] will determine appropriate corrective actions that will be required. Repairs included but are not limited to: leveling or replacement of dirt displaced during construction, the restoration of drainage flows and or the installation of turf sod, a similar landscaping material or a combination of seed and erosion [landscaping] clothe. Planting grass seed without other means of erosion protection as replacement sod is not sufficient.

- Access to the construction lot can only be gained thru the construction lot. Driving across or using lots other than the construction lot without written permission from the lot owner is not allowed.
- Each builder is responsible for each sub contractor they hire, and will be held responsible for any damage to the private street within the Arbors, including but not limited to: damage to the asphalt through digs, gouges or another ruts and harmful chemical spills or
- All posted street signs for dumping, parking, and speed must be obeyed by all owners, contractors, sub contractors, laborers or any associated with the project.
- Changes to approved plans, including but not limited to: exterior finishes, relocation or addition of paved sidewalks or driveways, location of proposed primary or secondary buildings, require the approval of the ACC prior to implementation of the changes.
- Each project involving a concrete pour is subject to a pre pour plan and meeting. All aspects of the approved pour plan must be followed: Please refer to the Concrete Pour Preparation Requirements document for full plan and meeting requirements.
- Construction of new homes must be completed within one [1] year. Construction of the approved primary access driveway must be completed within one [1] year, or within 30 days of occupancy of the building. The one [1] year time frame for construction completion starts 60 days from the approval of the plans for the building. Completion of secondary building for existing homes must be completed within 6 months of approval.

Penalty Structure

- Event
 - An Event is one [1] happening, violation or infraction that counts toward the assessment of a fine. After verbal, written notice or email is given to the owner or builder of a rule or policy infraction or violation, corrective action must be completed within three [3] days. The ACC, MCC or property management agency will make every attempt to notify the owner or builder of an event in a timely manner. A repeat of the same issue on the same job site at a later date in the job timeline will be considered another Event. Examples of an Event:
 - Using the right of way as a driveway for any reason including but not limited to: trucks, cars, equipment of any nature, dumpster or port-a-potty delivery, replacement or removal
 - Damaging the right of way or street in any way by
 - Driving, parking, digging
 - Material delivery
 - Dumpster delivery, replacement or removal
 - Repeated vehicle or equipment parking
 - Concrete wash out
 - Chemical spill
 - Damaging the property of another lot owner by
 - Unauthorized digging
 - Unauthorized driving

- Unauthorized dumping
 - Unauthorized tree removal
 - Unauthorized, repeated vehicle or equipment parking
 - Using any private property driveway to unload or deliver equipment, or maneuver large vehicles, such as concrete trucks or dump trucks
- Allowing debris, construction material or other undesirable items to litter the job site and surrounding properties.
- Failure to obey posted speed limit, stop and no dumping signs posted in the Arbors
- Failure to maintain the barrier/warning fencing to protect the right of way, allowing the fencing to be removed, or not repairing the fencing when notified it is not in appropriate condition.
- Stop Work Order
 - Serious infraction or violation of any Board adopted policy or the C, C & R's may result in a stop work order being issued and placed on the site. This order may not be removed and no further work of any kind on the site can continue until the infraction or violation is resolved to the satisfaction of the ACC. Examples of stop work order actions:
 - Failure to follow Pre Pour Planning and meeting requirements
 - Missing dumpster during construction
 - Lack of culvert installation
 - Lack of port potty
 - Commencement of construction without approved plans
 - Non payment of assessed fines within 10 days of assessment
 - Failure to obtain and/or post required permit
 - Failure to maintain bond
 - Three [3] unresolved Events
- Immediate Fine Event
 - A serious infraction of a policy or rule. Examples of Immediate Fine Event are:
 - Stop work order issued
 - Concrete wash out on community owned property [street, easement, park, etc]
 - Commencement of construction without ACC approved plans
 - Severe damage to the property of another lot
- Fine
 - Penalty assessed for a stop work order or series of events per site.
 - Stop work order----- \$100
 - Second stop work order----- \$200
 - Two [2] events----- \$100
 - Three [3] or more events-----\$200 each event
 - Penalty assessed for failure to comply with a stop work order
 - \$100 per day work continues
 - \$100 for removal of a stop work order without permission
- Builder Bond Requirement
 - Escalating bond requirements for continued infractions or violations
 - Three [3] events on any one construction site-Future bond requirement is a \$20,000 bond
 - Four [4] events on any one construction site -Future bond requirement is a \$5,000 CASH bond

- Five [5] events on any one construction site -Future bond requirement is a \$7,500 CASH bond
- More than five [5] events on any one construction site- Future bond requirement is a \$10,000 CASH bond

- Appeal

- Requested appeals for settlement of fines must be submitted in writing to the Board within ten [10] days. The Board will approve or deny the request within 30 days of receipt of the written appeal or at the next regular meeting.

I understand the rules and policies included in this Plan and Compliance Agreement. I understand the rights of others are impacted by my failure to comply with all rules set forth. In the event a rule is not followed to the satisfaction of the authorized Arbors representative, I agree to take immediate corrective action to regain compliance. All notices of Events, in addition to attempted verbal notification, will be mailed to the primary address provided by the builder and the owner, and will be considered delivered once mailed. I understand that the Board has the option of displaying the facts regarding any stop work order, Event or fine as outlined in this Plan and assessed against any builder on the Arbors HOA website. By my signature below, I acknowledge the Declaration of Codes, Covenants and Restrictions of the Arbors and all rules, policies and options stated above and agree to comply with all the rules and policies.

Owner Signature: _____ Date _____

Printed Name: _____

Contact Numbers: Home: _____ Work: _____ Cell: _____

Email: _____

Builder Representative Signature: _____ Date _____

Printed Name: _____

Contact Numbers: Work: _____ Cell: _____

Emergency Contact Phone Number: _____

Email: _____

Mailing Address: _____