

PELICAN POINT CONSTRUCTION AGREEMENT

Effective March 1, 2018

1. Absolutely **no work** can begin before approval by the ACC. This includes, for example, scraping of lots and installation of electrical poles. Any work conducted before approval will result in a \$500 fine.
2. An official plat must be provided for proposed lot intended to be built on.
3. Contractors are required to pay a deposit of \$2500 per house, \$1000 of which shall be non-refundable fee for Reviewing and Approving the Construction Plans and overseeing the site during and after construction to ensure that all guidelines and restrictions are met.
4. This deposit will be paid by the property owner or contractor at the time of plan submission. **PLANS WILL NOT BE APPROVED WITHOUT A DEPOSIT.** Furthermore, plans **will not be approved without the required sewer fee for the lot.** Please see the restrictions for the filing to find out how much this fee is.
5. All plans and construction must be **fully completed** before tenants can move in to the home. This includes landscaping. The ACC will conduct the Final Inspection NLT 10 working Days after the Homeowner/Contractor notifies the PPHOA in writing (email is acceptable) that Construction is complete and the home is ready for final inspection. If the ACC does not complete the Final Inspection in 10 Working Days after the Owner/Builder notifies the PPHOA that the home is ready for final inspection the Homeowner is allowed to move in and ALL/ANY of the remaining deposit based on the fee/fine schedules assessed during construction will be refunded after the final inspection is conducted. If tenants move in before **final inspection is approved by the ACC you will FORFEIT ENTIRE DEPOSIT.**
6. It is the responsibility of each property owner and builder to see that all restrictions are followed, all ACC guidelines are met, and their homesite along with adjoining properties are kept neat and clean during and after construction.
7. The following items must be adhered to and addressed daily during construction.
 - a. A framed For Sale sign must be installed and must be in accordance to the Pelican Point sign policy. If no sign or the incorrect sign is installed, you will be notified. If not installed after three days after notification, you will be fined \$100.
 - b. There is no work (interior or exterior), deliveries, cleanup or any other activity with respect to construction allowed on Sundays or the following holidays; **News Years Day, July 4th, Thanksgiving Day and Christmas Day. NO EXCEPTIONS.** Violation of this rule will be fined **\$500 per incident.**
 - c. Work hours are from 7 A.M. to 6 P.M. No work including clean up will be done after 6 pm. These hours may be extended when pouring concrete. **NO OTHER EXCEPTIONS.** Contractors in violation of this rule will be fined **\$200 per incident.**
 - d. Your home sites (and adjoining properties) must be kept clean, neat and graded for positive drainage and maintained.

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Contractor initials _____

Property owner initials _____

- e. **YOU MUST HAVE A DUMPSTER ON EACH JOB SITE PRIOR TO FRAMING.** For every day that you are in violation, you will be fined \$10 per day for the first week, \$20 per day for the second week, \$30 per day for the third and so on.
 - f. If areas outside of your site have trash from your site, you will be notified then charged a \$200 fine per incident.
 - g. No dirt, sand, or any other materials are to be tracked into the streets. It must be cleaned up immediately by the contractor. If the street is not cleaned up within 24 hours of violation, contractors will be notified and charged a \$200 per incident fine.
 - h. All construction lots are to be kept neat and clean. Grass and weeds on any lot may be no higher than 5". This includes the area on both sides of the barrier fence. Debris must be cleaned up on a daily basis. If you do not maintain your site accordingly the contractor will be notified and charged a \$200 fine and/or a \$200 grass cutting fee.
 - i. All construction sites are required, prior to framing, to install an approved barrier fence no less than 36 inches tall (orange snow fence) on three (3) sides of the construction area. If not installed, you will be notified. If not installed after three days after notification, you will be fined \$100 per incident
 - j. A portable toilet is required on all job sites, facing the construction area and not the street and must be anchored down.
 - k. There are to be **NO FIRES** on construction sites. Contractors in violation of this will be fined \$500 per incident.
 - l. The remaining balance of the deposit will be held pending approval of the final inspection by an ACC representative and until all outstanding identified issues are resolved to the satisfaction of the ACC.
8. The ACC has the right to spend all or part of the deposit to insure that your standards, restrictions, rules, regulations, policies, procedures, and guidelines are being met. We will attempt to contact the owner or the contractor before spending your money to correct these deficiencies. However, if we are not able to contact either the homeowner or the contractor, steps will be taken to correct any deficiencies. Additional monies may be required if a contractors deposit is exhausted to correct deficiencies. Additionally, the ACC reserves the right to lien your property and seek injunctive relief whenever the deposit is insufficient.
9. The ACC is trying to uphold your property values and your standards. Please attend an ACC meeting the third Wedneseday of each month at 6:00 p.m. at Main Street if you have any issues or concerns.
10. Contractor agrees to indemnify and hold Pelican Point Golf Community Homeowners Association, Inc., it's Architectural Control Committee, the Committee Members, employees and agents of the Association harmless from any and all loss, injury, damage and/or liability to any and all persons resulting, or from any breach or alleged breach or Contractor's covenants, representations or warranties under this Agreement; or otherwise arising from or relating to any acts or omissions of Contractor or it's employees or agents. Such indemnification shall include reasonable attorney's fees by council of the Association's choice, appraisers' costs, investigators' fees, experts' fees and such other out of pocket costs and disbursements as may be incurred by the Association in connection with such matters subject to indemnification by Contractor, as well as any damages however assessed. Contractor's obligations under this section shall survive the termination of this Agreement for any reason. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its

choice of law principles. Venue for any judicial action arising out of or relating hereto, including the information, validity or interpretation thereof and the performance or breach thereof, shall be only in a State or Federal Court situated in the Parish of Ascension, State of Louisiana.

11. Construction shall begin within **90 days** after ACC approval. Construction shall be **completed** no later than **9 months** after approval. Any site **not completed** in required time frame may result in **loss of deposit** unless just cause can be demonstrated for delay.

ACC Member Date

ACC Member Date

ACC Member Date

Contractor/Builder Date

Property Owner Date