

REQUIREMENTS FOR GENERAL CONTRACTOR & HOMEOWNER  
FOR BUILDING A HOME IN  
SWIFT ISLAND PLANTATION SUBDIVISION  
(NEW CONSTRUCTION)

I. General Contractor

1. General Contractor (hereinafter "GC") shall post a \$2500 cash bond to indemnify Swift Island Plantation Property Owners Association (hereinafter "Association") against the following:

a. Cost of repair of any damage to roadways or other common areas (i.e., damage to grassy areas of right of way) caused by GC, GC's employees and agents, subcontractors, and suppliers who deliver materials.

b. Cost of repair of any damage to the Association's front entrance or exit gate off Lilly's Bridge Road caused by GC, GC's employees and agents, subcontractors, and suppliers who deliver materials.

c. Cost of removing mud or other debris from roadways caused by GC, GC's employees and agents, subcontractors, and suppliers who deliver materials.

2. GC shall receive a code for the construction gate off Deerfield Road which shall be shared by GC with GC's employees and agents, subcontractors, and suppliers who deliver materials so that no one associated with the new construction shall enter or exit the front gates located off Lilly's Bridge Road.

3. GC shall remove mud or other debris from roadways within 24 hours of mud or debris being deposited on the roadways. Failure to remove the mud or debris within 24 hours shall result in a fine of \$100. If the mud or debris is not removed from the roadways within seven (7) days, the Association shall have the roadways cleaned and the cost of cleaning and the \$100 fine deducted from GC's cash bond.

4. GC shall repair the damage to the roadway or other common areas (i.e. grassy area of right of way) to the satisfaction of the Association on or before obtaining a Certificate of Occupancy for the Homeowner. Failure to make the repairs shall result in the Association having the repairs made and the costs deducted from GC's cash bond.

5. Additional requirements for GC, GC's employees and agents, subcontractors, and suppliers who deliver materials working in SIP:

a. Monday - Friday cannot begin work until 7:00 a.m. and must complete work by 6:00 p.m. regular time and 7:30 p.m. daylight savings time.

b. Saturday - cannot begin work until 8:00 a.m. and must complete work by 6:00 p.m. regular time and 7:30 p.m. daylight savings time.

c. Sunday and Holiday - only quiet work between the hours of 8:00 a.m. and 6:00 p.m. regular time and 7:30 p.m. daylight savings time.

d. No vehicles are allowed entry through the front entrance or exit gate of Lily's Bridge Road. Entrance and exit shall only be through the construction gate on Deerfield Road. (\$100 fine each time front gate is used to enter or exit)

e. No vehicles are allowed to park in the grassy areas of the road right of way. Parking can be in the roadway leaving room for drivers to go around.

f. Jobsites must make use of either a gravel drive, or concrete drive to prevent mud or other debris from being tracked onto the roadway. Should you track mud or other debris on the roadways, it must be cleaned off as provided herein above.

g. Erosion Control devices (i.e., silt fencing) must be in place on new construction before construction begins.

h. For new construction, a port-a-john and construction dumpster must be on site before construction begins (and not located in the right of way of Association's roadways).

i. Jobsites must be kept clean and free of debris.

j. Burning or burying of anything on site or adjacent property is not allowed.

k. Construction equipment cannot be parked or materials off-loaded on any adjacent property.

l. For new construction, GC has one (1) year to complete the build unless extended by the ARB.

m. No construction signs that display profession, business, or trade of any person or advertising are allowed to be posted.

n. GC must use protective material (i.e., plywood under ramps, etc.) to prevent damage to roadways when unloading equipment or materials.

o. Written approval of plans must be obtained from ARB before work begins. GC will be subject to a \$1000 fine if work commences before written approval from ARB.

6. The \$2500 cash bond will be returned to contractor within 30 days of final inspection by ARB regarding the completion of the house and landscaping in

accordance with the plans and specifications approved by the ARB, and repair of any damage to roadway or other common area.

II. Homeowner

1. Homeowner shall post a \$2500 cash bond to indemnify Swift Island Plantation Property Owners Association (hereinafter "Association") against the following:

a. Completing the construction of the home in accordance with the plans submitted and approved by ARB.

b. Completing installation of landscaping in accordance with the plans submitted and approved by ARB including an in-ground sprinkler system and sodding for grass. Landscaping plan shall be prepared by a landscaping company or landscape architect.

c. Installation of mailbox approved by ARB.

d. Removal of temporary power pole and connection of underground electricity to house.

e. Since GC is being provided a code for the construction gate off Deerfield Road, no code is to be provided by homeowner to the GC or GC's employees and agent, subcontractors, or suppliers who deliver materials. If a code is provided by homeowner to GC, and the GC or any of those referred to above enter or exit the front gate off Lily's Bridge Road, the homeowner will be fined \$100 for each occurrence and will be responsible for damage to the gates if GC's bond and/or insurance is not sufficient to repair the gates.

f. Cost of repairs for any damage to roadway or other common area (i.e., grassy area of right of way) caused by homeowner's GC, GC's employees and agents, subcontractors, and suppliers who deliver materials, if GC's \$2500 bond or insurance does not cover the cost of all the damage.

2. The \$2500 cash bond will be returned to homeowner within 30 days of final inspection by ARB regarding the completion of the house and landscaping in accordance with the plans and specifications approved by the ARB, removal of power pole, installation of mailbox and repair of any damage to roadway or other common area.

\_\_\_\_\_  
Signature of General Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

Please make the bond checks out to Tillery Management Escrow and mail to: P O Box 545 Norwood NC 28128

The ARB review fee should be made out to SIP HOA and mailed to the same address.