

**BLOODY POINT ARCHITECTURAL REVIEW BOARD
FORM 6.3
AGREEMENT LETTER**

Submit To: Nancy Dougherty
5 Littlewood Lane
Durham NC 27707

Date: _____
Lot Number: _____
Street Address: _____

Owner: _____
Architect/
Designer _____
Contractor/
Designer _____

Approval is granted, as per certain recorded covenants, for the construction of a (residence, addition, or exterior alterations) subject to the acceptance by the Owner, Builder and Architect of the following conditions:

The construction will be in accordance with the drawings dated _____ and application materials and colors, submitted to, and approved by the Bloody Point ARB, with the exception of these variances (if any):

The construction will be situated upon the lot in accordance with the approved site plan dated _____. Drainage swales, culverts, etc. will be installed whenever this construction adversely affects the drainage of the natural watershed or causes excessive runoff to adjacent properties. Any damage done to the roadways and adjacent properties during this construction will be repaired by Builder.

All changes in exterior appearance, materials and colors must be approved by the Bloody Point ARB.

All contractors and construction workers are required to use the Haig Point contractor boat embarking from Broad Creek Mariana. Their nametags are their boating passes. The Head of Loss Prevention will be provided with a list of all workers and suppliers requiring access to Bloody Point. Vehicle permits will be issued from the Loss Prevention Department. All contractors and construction workers must comply with work hours previously stated in guidelines. No exterior work will be allowed on Sunday, or the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas.

Both sides and the rear property lines will remain strung at all times throughout construction. No parking, staging or equipment storage will be allowed on adjacent properties without approval of the Owner. The Contractor or Owner will be responsible for prompt and approved repairs to paving, utility lines, adjacent properties and other common property damage as a result of construction or other site improvements, or non-approved clearing of any type. Roads shall not be cut without prior approval of the Bloody Point ARB. Any modifications to existing utility lines and facilities required by the construction are the responsibility of the Contractor or Owner.

House number sign lettering will be standard throughout Bloody Point.

No work shall be started until a Bloody Point Certificate of ADC has been issued.

The landscape material installation shall be in accordance with the approved landscape drawings and specifications, and shall be in place no later than 90 days after completion of the home. The ARB will be the sole judge of what constitutes substantial completion.

No trees, bushes or underbrush may be removed from the lot or adjacent land without written approval from the ARB. All trees and naturalized areas which are not expressly authorized to be removed and pursuant to approved plans will be protected during construction. Specimen trees will be protected by physical barriers acceptable to the Bloody Point ARB.

Construction shall be completed within twelve (12) months from the issuance of a Bloody Point Certificate of ADC unless a written extension is granted by the Bloody Point ARB.

In the event construction and landscaping are not completed in accordance with the approved drawings and conditions stated herein, the ARB will give thirty (30) days notice to bring the violation into compliance. However the assessment stated will be required.

The parties hereto do hereby accept and approved these conditions pursuant to the approval documents and the issuance of a Bloody Point Certificate of ADC.

This "Approval-Agreement" letter shall be accompanied by 3 refundable compliance checks – the new construction Damage Deposit for \$3,000.00, Clean up and Compliance Deposit for \$2,000.00, and the Landscape Deposit of \$3,000.00, all made out to the Bloody Point POA, Inc.,—The letters and checks should be returned to the Bloody Point ARB designated representative, including the required fees. Any violations assessed by the ARB will

be deducted from the appropriate compliance deposit. At the conclusion of building and when all is approved, you will receive the residual of your compliance money, upon notification. All violation money and interest is the property of the Bloody Point POA.

We also acknowledge that we have received a copy of the Bloody Point Architectural Policy, Procedures and Guidelines for building in Bloody Point and that we will abide by them.

We understand that we cannot make any exterior changes to our house, including: trim, siding, shingles, stain, fences, driveways and/or walk locations, etc. without:

Submitting a written request to the ARB and receiving written approval from said Board.

And

Forwarding the change approval to the builder with a copy for the permanent file of the ARB.

Further, if we do violate written approved plans and do not remedy, we hereby grant authorization, in accordance with the Covenants, to an independent contractor to have ingress/egress to our property to correct whatever construction, paving, planting, etc. that was done without approval of the ARB.

Further, we agree to pay any expenses to modify any exterior changes for which we do not have written approval. We further agree to use water-saving plumbing fixtures throughout the house to assist in preserving our potable water source.

This letter must be signed by the Owner/Agent and by the Builder and returned to the Bloody Point ARB for permanent filing. Bloody Point ADC will be sent to the owner and must be kept at the site. **This is not a County building permit. No construction may start until this Certificate is issued.**

This approval expires one year after the dated ARB approval on ADC signature, if construction has not begun.

This agreement may not be changed orally – only in writing.

This agreement will become, upon signed, a legally binding agreement between the Owner/Agent, the Builder, Architect and Bloody Point ARB Representative, and its respective heirs, successors and assigns.

BLOODY POINT ARB REPRESENTATIVE Signature

Date

OWNER/AGENT Signature

Printed Name & Title

ARCHITECT Signature

Printed Name & Title

BUILDER Signature

Printed Name & Title