

SOUTHWIND PROPERTY OWNERS' ASSOCIATION

Architectural Committee

Revised September 25, 2023

BUILDER/CONTRACTOR INSTRUCTIONS AND FORMS

CONTRACTOR/BUILDER APPROVAL PROCESS

Only reputable, licensed and fully-insured contractors/builders will be eligible to provide services in Southwind Subdivision.

Only contractors/builders completing and returning the attached Contractor Approval Form and checks/money orders for the Impact Fee and the Road Fee, along with the proper certifications of insurance will be considered for approval to commence work in Southwind Subdivision.

Before any work is done, the following must be submitted to the Southwind Property Owners' Association Architectural Committee.

1. Contractor/Builder Approval Form
2. Construction Indemnity Agreement
3. Check or Money Order for \$3,000 Impact Fee (Non-Refundable) *See Southwind POA 2nd Amended and Restated Restrictive Covenants Section IV-O*
4. Check or Money Order for \$1,500 Road Fee (Partially or fully refundable after deducting costs to repair Southwind POA common grounds or roadways damaged by contractor's/builder's employees of subcontractors
5. Worker Compensation Certification Certificate of Insurance
6. Liability Insurance Certificate
7. Full set of plans and specifications of residence to be constructed
8. Survey of property
9. Drainage and topographical plans and specifications
10. Builder's Bank Reference / Proof of Funds to Build

Construction Plans

General. One set of plans for proposed new construction is required for AC review. Each drawing shall be provided with a title block in which the name of the owner, and unit and lot number are shown. Each drawing shall be clearly identified and provided with a graphic scale. Scales of less than $\frac{1}{4}" = 1'0"$ shall not be used. All dimensions shall be clearly printed, indicating feet and inches on arrowed dimension lines.

Required Plans and Documents. To carry out its duties, the AC requires the following construction plans in the indicated detail.

1. Foundation Plans. The foundation plans shall indicate the type and size of foundations and footings for basement walls and piers, interior walls, if any, steps, outside entrances and garage area.

2. Floor Plans. A plan shall be provided for each floor of the proposed building and basement, if any. These plans shall indicate the type and dimensions of all exterior and interior walls, doors, windows, projections from the principal structure, including porches, decks, patios and garages. Dimensions shall be provided in feet and inches on arrowed dimension lines. The square feet of heated space on each floor shall be computed and entered on each floor plan drawing.

3. Elevations. Elevations shall be provided indicating the front, each side and rear views of the proposed building. These elevations shall include the exterior wall finishes, roofing, solar fixtures, if any, chimneys, doors, windows, porches, decks, vents, flashing and other features to clearly indicate the exterior appearance.

4. Site Plans. A site plan shall indicate property lines, building location including overhangs, porches, decks, patios and garages with dimensions provided in feet and inches. Any surface water and drainage controls, both temporary and permanent, must be shown. Any exterior lighting must be shown.

5. Construction Indemnity Agreement and Proof of Insurance

Operation. After review and approval of construction plans by the AC, the complete set of documents shall be retained in the AC's documentation file for the residence.

SOUTHWIND POA
1028A Windrace Trail, Sanford, NC 27332

Owner Application for New Construction/Additions

Project: New Building ☐ Addition ☐ **Location:** Lot no. _____ Street _____

Owner:

Name: _____

Address: _____

City: _____

State, Zip: _____

Telephone: _____

Contractor:

Name: _____

Address: _____

City: _____

State, Zip: _____

Telephone: _____

General Information:

House will be full time ☐ part time ☐ residence. Living area to be ☐ one or ☐ two floors

Garage: 1 car ☐ 2 car ☐ 3 car ☐ Golf Cart ☐

Setbacks:

Road Side _____ ft.

Left Lot Line _____ ft.

Right Lot Line _____ ft.

Rear Lot Line _____ ft.

Corner Lot: Front _____ ft.

Side _____ ft.

Total Heated Area _____ sq. ft.

Square Footage:

1st Floor _____ sq. ft. heated

2nd Floor _____ sq. ft. heated

Basement _____ sq. ft. heated

Screened Porch _____ sq. ft.

Deck(s) _____ sq. ft.

Garage _____ sq. ft.

Foundation Type:

Slab ☐ Crawl Space ☐ Basement ☐

Exterior:

Primary Material: _____ % of exterior Brick ☐ Brick Color _____

Stone ☐ Stone Color _____

Fiber Cement Siding ☐ Siding Color _____
Vinyl Siding ☐ Siding Color _____
Secondary Material: _____ % of exterior Brick ☐ Brick Color _____
Stone ☐ Stone Color _____
Fiber Cement Siding ☐ Siding Color _____
Vinyl Siding ☐ Siding Color _____
Trim Material: _____ Painted ☐ Trim Color _____
Asphalt Driveway ☐ Concrete Driveway ☐
Roof Type: Shingle ☐ Slate ☐ Metal Standing Seam ☐
Other exterior colors not covered above: _____

Note: Color swatches/samples must be included for all paint, brick and trim.

Landscaping:

Grass ☐ Pine straw ☐ Wood chips ☐ Bark ☐ (Check all that apply)

Owner & Builder acknowledge reading and understanding the Southwinds POA 2nd Amended and Restated Restrictive Covenants, By Laws, and Rules & Regulations which can all be found on our website at <https://ctsouthwindpoa.wixsite.com/southwind> at the bottom of the main page. They further agree to abide by Southwinds POA 2nd Amended and Restated Restrictive Covenants, By Laws, & Rules & Regulations. If any changes or modifications to the above descriptions are made without the express written (signed and dated) approval of the Southwind Architectural Committee the approval for occupancy will not be issued.

Owner Signature _____ Date _____

Contractor Signature _____ Date _____

Southwinds Architectural Chair Signature _____

Architectural Committee Approval Date _____

CONTRACTOR APPROVAL FORM

Contractor's Legal Business Name: _____

Type of Business (corporation, sole Proprietor, LLC, etc.): _____

Name of Principal Operator or President: _____

Mailing Address: _____

Physical Address: _____

Office Phone: _____ **Cell Phone:** _____

NCLBGC License No: _____

In consideration and as a requirement of being approved, Contractor and Property Owner agree to indemnify and hold Southwind Property Owners' Association and Southwind Property Owners' Association Architectural Committee, as well as the directors, officers, and/or agents, harmless from and against any and all liabilities, losses, proceedings, actions, damages, costs, claims or expenses of any kind, including costs and attorney fees which arise out of or result from the negligence or performance of services by Contractor.

Contractor acknowledges and represents that is is an independent contractor and is solely responsible for the proper performance of services rendered, has (or will obtain prior to work being done) any required licenses and permits, and is solely responsible for directing and supervising its employees, paying taxes, etc.

Signature of Contractor: _____

Title: _____ **Date:** _____

**STATE OF NORTH CAROLINA
COUNTY OF LEE**

CONSTRUCTION INDEMNITY AGREEMENT

This agreement made this _____ day of _____, 20____, by and between Southwind Property Owners' Association, a corporation organized and existing under the laws of the State of North Carolina with its principle place of business in Lee County, North Carolina (hereinafter referred to as "the Association"), and _____ a natural person or persons residing in the County of _____, State of _____, (hereinafter referred to as "the Owner" or "the Owners"), and _____ a construction company doing business in Carolina Trace, Sanford, Lee County, North Carolina (hereinafter referred to as "the Contractor").

WITNESSETH:

WHEREAS, the owner holds title to Lot _____, Southwind Subdivision, Carolina Trace, Sanford, North Carolina, and desires to perform construction, alter an existing building or make improvements to grounds which require approval of the Architectural Committee as designed in the Restrictive Covenants, Section III, Architectural Control; and

WHEREAS, the association desires to insure that the appearance of the subdivision and the roads are properly maintained during the period of construction, and that the area is left clean and free of debris; and

NOW, THEREFORE, in consideration of the issuance of architectural approval by the Southwind Property Owners' Association, Inc., to the owner, and in further consideration of the mutual promises and covenants herein contained, the parties to this agreement do agree as follows:

1. Receipt of Restrictive Covenants. The owner and/or contractor acknowledge that he has received a copy of the Restrictive Covenants applicable to all property in the Southwind Subdivision, Carolina Trace, Lee County, North Carolina.
2. Submission of Plans. The owner/contractor must submit a complete plot plan and set of final building plans to the Southwind Property Owners' Association Architectural Committee for review and approval. Changes in these plans, the design or scope of work, which in any way alters the exterior, or appearance of the construction project must be approved by the Architectural Committee prior to the initiation of such changes.
3. Building Site. During construction the owner/contractor promises that the building site will be kept clean and neat, and free of any unnecessary unsightly conditions. The owner/contractor promise that they will provide adequate on-site trash collection, and that they will, at least weekly, clean up all trash and debris in and around the building site. Not-to-be-used construction materials will be removed or properly stored. Common areas shall not be used for storage of construction equipment or materials without written approval of the Architectural Committee.
4. Road Maintenance. The owner/contractor agree that they will remove any excess dirt or mud as well as any other debris from the road, deposited there as a direct result of their activities, and that they will insure these roads are left in as good condition at the termination of construction as they were at the commencement of construction.
5. Repair of Cuts. Whenever the owner/contractor find it necessary to cut or alter the existing road, a patch of asphalt or other suitable patching material shall be made immediately. Upon completion of construction, the owner/contractor, as soon as possible thereafter, shall restore the road which has been cut or altered to equal or better standards than the remainder of the road.
6. Subcontractors. The owner/contractor agree to be responsible for subcontractors and their actions while working in Carolina Trace, and to insure that all such subcontractors maintain the jobsite and roads to the same standards as they are required to keep them.
7. Completion Time Requirements. It is understood and agreed that all phases of construction (exterior) will be completed within six (6) months from the time of ground breaking, and all construction equipment and/or building supplies should be removed from the exterior of the premises within a reasonable time from the completion of exterior construction. If there are circumstances that render this time restriction unattainable or pose an undue hardship, the owner/contractor must notify the Architectural Committee in writing of these conditions or circumstances and request an extension of time, which will not be unreasonably withheld. Penalty for noncompliance is \$25 a day for the first thirty (30) days, \$50 a day for the next thirty (30) days and \$100 a day thereafter.

8. Contractor's Failure. If any contractor or subcontractor shall fail to perform any work as required by this agreement, then the contractor and owner agree that the Association may perform such work and charge to the contractor and the owner, jointly or severally, the cost of performing such work. The contractor and the owner, jointly and severally, agree to promptly reimburse the Association for any costs expended under this agreement, together with reasonable attorneys' fees of the Association incurred in collection.
9. Upon Completion of Construction. The owner/contractor shall notify the Architectural Committee for a final review of their compliance with the Construction Indemnity Agreement and the Restrictive Covenants.

This the _____ day of _____, 20 _____

ACCEPTED:

Owner

Owner

Contractor

APPROVED:

Southwind Property Owners' Association, Inc.
Chairman, Architectural Committee

Note: It is suggested that during negotiations with a prospective contractor, the property owner discuss the terms of this agreement and incorporate these terms into any construction agreement or contract.

Southwinds Property Owner's Association

Builder's Bank Reference / Proof of Funds to Build

This letter is provided by _____ (Bank's Name) at our customer's request to inform the following information:

Builder's Bank Account Name: _____

Date Account Opened: _____

Average Monthly Account Balance: \$ _____

We confirm that this banking relationship is maintained in a satisfactory manner.

Bank Representative's Name: _____

Bank Representative's Position: _____

Bank Representative's Email Address: _____

Bank Representative's Phone Number: _____

Bank Representative's Signature: _____

Date Signed: _____

Proof of Funds to Complete New Construction:

☐ Available Cash Balance \$ _____

☐ Builder

☐ Property Owner

☐ Construction Loan \$ _____

☐ Builder

☐ Property Owner

☐ Other Loan \$ _____

☐ Builder

☐ Property Owner

I, _____ (Builder) attest that the information provided above is true and accurate.

Builder Signature: _____ Date: _____

- Builder and Property Owner must provide copies of:
 - Last two month's bank statements
 - Proof of Cash on Hand, or Loan Approval, for the funds necessary to complete the proposed New Construction.