

Forest Lakes Community Owners' Association

BUILDER'S AGREEMENT

I, _____, have reviewed and understand the Forest Lakes Architectural Code and Contractor's Standards and agree to construct all projects in accordance with final plans and specifications as approved for the project by the Design Review Board (DRB). I understand that any changes to the final plans and specifications must be approved by the Design Review Board prior to implementation of any construction changes.

1. I agree to follow the Walton County Building Code and State codes at all times. I understand that the DRB is intended only to assure compliance with the aesthetic concerns of the Forest Lakes design code and neither the DRB nor the Developer is liable for any design or construction defects affecting the safety or structural integrity of the building.
2. I have reviewed and understand requirements for storm water and erosion control, and all other ordinances applying to development. Any workers involved in earthwork will provide for dust abatement and land stabilization on a regular basis to insure that no erosion or pollution occurs.
3. Only plants, vegetation and trees directly within the approved structure, roof overhangs, or driveway are to be removed. Any plants, vegetation or trees uprooted or cut down on the job site are to be removed from the job site and from Forest Lakes as soon as is practical but not later than five (5) working days.
4. I am responsible for the behavior and actions of all workers and subcontractors who do work on my project. I understand the Forest Lakes Community Owners' Association may prohibit radios and animals. I will comply with the regulations regarding radios and/or animals.
5. I understand and agree that I am responsible for any and all damage to the sidewalks, parking, and common areas during construction. Upon completion of construction, I understand it is my responsibility to replace common areas to original condition.
6. If any telephone, cable television, electrical, water, etc., lines are cut; it is the Contractor's responsibility to report the accident to the Forest Lakes Community Owner's Association within thirty (30) minutes.
7. I understand that no more than one 2'x 2' builder's sign is allowed. All signs must be approved by the DRB prior to installation. All signs shall be promptly removed upon issuance of a Certificate of Occupancy.
8. I understand that all construction activities and all construction personnel shall not **begin work earlier than 7:30 a.m. and must end work by 6:00 p.m. Monday through Saturday**. There shall be no construction on any principal holidays without the express permission of the DRB.
9. I am responsible for maintaining a clean construction site at all times. I agree to furnish trash containers and keep the premises free from accumulation of waste materials at all times. All workers will pick up all paper and debris each day before leaving the site. Trash shall not be allowed outside of designated trash and scrap area. Upon completion of the work, all remaining waste materials shall be disposed of legally, and tools, construction equipment, machinery, and surplus material shall be removed from the site. No dumping is allowed. Burning is not permitted. If I fail to maintain a clean construction site as stated herein, the DRB will have the right to perform, without notice, any clean up necessary and charge me accordingly.

Forest Lakes Community Owners' Association
56 Spires Lane #17A PO Box 1247 Santa Rosa Beach, FL 32459
Tel: 850-267-8458 Fax: 850-622-1228 E-mail: carol.tao@earthlink.net

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10. I am responsible for containing work activity on the job site, taking care that it does not encroach on any adjacent lot.
11. All construction materials and dumpsters will be contained on the building site; no storage of building materials or dumpsters will be allowed in the road or on common areas.
12. All vehicles and workers must abide by the traffic access and parking plan designated by Forest Lakes from time to time. Generally, all contractors will park against the edge of the road, and all roadways and walkways will be kept open whenever possible for the passage of through traffic. **Any damage to landscape plants and materials will be charged to the builder responsible or group of builders near damaged areas.**
13. I will carry and keep in force at all times the following minimum insurance coverage, and at the signing of this Agreement, have provided evidence of such coverage to the DRB:
 - Workmen's compensation as required by law
 - Bodily injury and property damage occurrence with a minimum limit of \$500,000 with a general aggregate of at least \$1,000,000.
 - Comprehensive general liability including operation, contractual, Contractor's protective liability and completed operations coverage – occurrence basis.
 - Comprehensive automobile liability covering contractor's owned, non-owned and hired vehicles used in performance of work.
14. I understand that any construction being executed in a poor and unworkmanlike manner, or in violation of, or inconsistent with the plans previously approved by the DRB may be stopped by the DRB until the work has been corrected to the satisfaction of the DRB.
15. I agree that the DRB requires a deposit in the amount of \$5,000.00, which may be used at any time to remedy any failure on my part to abide by these conditions. The association retains \$500 for unconfirmed damage and \$4,500 is refundable. This amount does not constitute a limit on the owner's liability, but will be applied against the total cost of enforcement of these provisions, including without limitation, the cost of removal or restoration, construction in accordance with the approved plans and specifications, attorneys fees and court costs. The DRB has the authority to grant exceptions to the foregoing amounts on a case-by-case basis relative to the number of compliance deposits to be on-hand for any one builder.
16. **The owner will provide the DRB with a foundation survey upon completion of the foundation. Construction may not continue until the foundation is approved.**
17. I understand and agree that DRB approval is required before a Certificate of Occupancy is issued.

I understand and agree that failure to abide by any of the above rules, or failure to require compliance by my employees or subcontractors, or the lapse of any of the insurance requirements will, at the DRB's discretion, result in suspension of my building privileges within Forest Lakes.

Signature

Company

Date

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