

# **Architectural Review Application – New Construction -Form B**

LOT NO.: \_\_\_\_\_ Lot Type Cottage \_\_\_\_\_ Executive \_\_\_\_\_ Estate \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**CONSTRUCTION DEPOSIT AMOUNT \$5,000.00. via irrevocable letter of credit or check payable to the Enclave at Berwick Plantation HOA.**

**Approval is hereby granted, as authorized by the General Declaration of Covenants and Restrictions of The Enclave, to construct a residence on the above-described Lot, subject to the following terms:**

## **GENERAL**

Owner is required to pay a \$1,500.00 build fee on each lot being developed.

Contractor each shall provide a good faith Construction Deposit as shown above. This Construction Deposit shall be held by The Enclave until the construction of the home is completed, the landscaping is fully implemented, and any discrepancies identified in a Final Inspection Report have been corrected. The Owner and Contractor are jointly and severally obligated to comply with the letter and the spirit of the General

/Declaration of Covenants and Restrictions of The Enclave, the Rules and Regulations of The Enclave, any agreements between the Owner or Contractor and The Enclave, the Architectural Guidelines including all Appendices and Schedules and Revisions available at the Architectural Review Committee, hereafter referred to as the ARC, the terms and conditions of this Agreement, and all decisions of the ARC with respect to this property. Failure to fully comply with the terms and conditions of this Agreement and failure to correct non-approved changes will result in a Stop Work Order, legal action, forfeiture of the construction deposit and any other remedy that The Enclave's Board of Directors deems appropriate. The Owner or Contractor shall immediately inform the ARC of any transfer of interest in lot ownership or any change in the Contractor of said project. The new party involved is required to execute a new Building Construction Agreement.

A lot to be developed for private use and not submitted as a speculative home may not have a Real Estate "For Sale" sign placed on the lot until the Property Owner has occupied the home.

## **PREREQUISITES TO COMMENCE CONSTRUCTION**

Prior to issuance of a letter of approval to start construction, the Owner, Contractor or their agent must pay the full amount of the construction deposit and comply with all other preconstruction requirements of the Architectural Guidelines, Covenants and Rules and Regulations of The Enclave.

## **REQUIREMENTS DURING CONSTRUCTION**

It is the responsibility of the Owner and Contractor to ensure that drainage caused by development, during and after construction, will be directed away from the dwelling and adjoining properties and in full compliance with The Enclave Master Drainage Plan. Landscape plans for all homes must be submitted in a timely manner as detailed in the Architectural Guidelines.

Prior to implementation, the ARC must approve any revisions to the approved plans. This includes but is not limited to alterations or changes such as trim, siding, shingles, shutters, doors, windows, colors, driveway and/or walkway locations and landscaping. Upon discovery of a violation of any provisions of this approval or any terms or conditions of this agreement, the Enclave or the ARC may issue a Stop Work Order. The Contractor agrees to cease construction until such violation(s) have been corrected. The Enclave shall not be liable for any expenses incurred by the Owner or Contractor due to such work cessation or corrections required to bring the construction into compliance with the approved plans.

## **BUILDING CONSTRUCTION AGREEMENT**

All Sections of The Enclave Architectural Guidelines and Review Procedures apply during construction. The Owner or Contractor shall schedule all the required Enclave inspections (Foundation and the Final). Failure to schedule any of these inspections at the appropriate time may result in a Stop Work Order, and/or forfeiture of the construction deposit. The Enclave's

Architectural Department has the right to enter and inspect the premises from time to time at its sole discretion and without prior notice in order to verify that work is proceeding in accordance with the approved plans and conditions of this Agreement. The Owner shall comply with the inspections and procedures provided in the Architectural Guidelines of The Enclave. The Contractor and hired employees and sub-contractors shall abide by the same. The Contractor agrees to save from harm all adjoining rights-of-way, streets, curbs, property monuments, sidewalks or bicycle paths, and other private or common properties. If such property is damaged as a result of an act or omission of the Contractor or his sub-contractor, the Contractor agrees to restore all damaged property to its original state, subject to approval of The Enclave, within seven (7) days from the date of the written notification of such damage. The Contractor agrees to maintain the work site in a clean and orderly condition during construction and shall not cause trash and/or debris to accumulate anywhere within The Enclave. If notified by the ARC that these conditions have not been maintained, the Contractor shall perform the required clean-up activities within one business day of such notification or a Stop Work Order will be issued.

## **CONSTRUCTION COMPLETION**

The Owner and Contractor agree to complete all work within one year of the date on The Enclave letter of approval in accordance with the documents approved by the Architectural Review Committee of The Enclave. Failure to complete construction, including the approved final grading plan, approved drainage plan, and the approved landscape plan and pass Final Inspection, within the one-year time limit may result in forfeiture of the construction deposit. Extension of this one-year period will be at the sole discretion of the Architectural Review Committee. When the construction process is complete, the Owner or Contractor must call the ARC to schedule a Final inspection. Any discrepancies noted on the Final Inspection Report must be corrected. Failure to comply with this provision may also result in other remedies that are available.

## **REFUND OR FORFEITURE OF THE CONSTRUCTION DEPOSIT**

Deposits are refundable upon completion of the requirements described in the Final Inspection Report. Failure to comply with the terms of this contract will result in forfeiture of the deposit. "The Owner and Contractor hereby acknowledge that the funds so deposited will be deposited in an interest-bearing account with a federally insured institution, with all interest accruing to the benefit of The Enclave. The Owner and Contractor further acknowledge and agree that such funds shall be retained by The Enclave pending satisfactory completion of the project in accordance with current construction drawings approved by the Architectural Review Committee and with other ARC rules or conditions noted herein. The Owner and Contractor further acknowledges that the ARC shall have the right to assess deductions against the Owner and Contractor for the failure to complete their project on a timely basis, or failure to construct the project in accordance with the approved construction plans and drawings, or failure to comply with other rules or conditions noted herewith. Such deductions, which may be established and periodically modified, by The Enclave at its sole discretion, from time to time, shall be subtracted from the funds deposited by the Owner and Contractor, but without further accounting by the parties involved. Legal expenses, court costs and professional services costs incurred by The Enclave and/or ARC related to any matter of non-compliance shall likewise be deducted from the funds deposited by the Owner and Contractor. Retention of such penalties, legal fees, or professional services costs from the funds deposited by the Owner and Contractor will not in any way relieve those parties of further liability". No approval of plans or

location, and no publication of development standards or these Guidelines shall ever be construed as representing or implying that such plans, location, specifications, development standards or Guidelines will, if followed, result in a properly designed residence. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither The Enclave nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Guidelines nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with the approved plans and does hereby hold the ARC and The Enclave harmless from any failure thereof caused by the Property Owner's Architect, Designer or Contractor. The Enclave reserves all rights that it may have in the event it is determined that the Property Owner's Contractor has failed to comply with the approved plans and specifications. **Drawings, renderings, plans and samples of materials should be included in with this application for approval.**

IN WITNESS WHEREOF, the parties hereto do hereby accept and approve, without reservation, these terms and conditions.

Owner' Signature \_\_\_\_\_ Date \_\_\_\_\_

Builder/Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Enclave Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

## **New Construction Build Application -Form B**

Please indicate and write all requested information. Respond to all questions that apply.

Lot Address: \_\_\_\_\_ Lot Number: \_\_\_\_\_  
Lot Type: ☐ Cottage ☐ Executive ☐ Estate  
Construction Type: ☐ Custom Home ☐ Speck Home

Owner's Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_

Architect's Name \_\_\_\_\_ Phone Number, \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_

I hereby certify that all statistics and measurements are complete and accurate.

Architect/Designer: \_\_\_\_\_ Date: \_\_\_\_\_

**SAMPLE Letter of credit**

DATE : \_\_\_\_\_

BANK: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_

**IRREVOCABLE LETTER OF CREDIT # in the amount of \$5,000**

Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_ Beneficiary: \_\_\_\_\_

\_\_\_\_\_  
The Enclave at Berwick Plantation HOA  
C/o Schreiber Management  
101 Blue Moon Crossing  
Unit 3 #315  
Pooler, GA 31322

We hereby establish our Irrevocable Letter of Credit # \_\_\_\_\_ in favor of Beneficiary for the account of Applicant, up to the aggregate amount of \$5,000, available by your drafts at sight on us marked "Draw Under \_\_\_\_\_ <Bank Name>, when accompanied by this original Letter of Credit and a signed and dated statement from the Beneficiary stating as follows:

CONSTRUCTION HAS NOT BEEN COMPLETED ON LOT(S) \_\_\_\_\_, THE ENCLAVE, ACCORDING TO APPROVED PLANS; OR EXCESSIVE DAMAGE HAS BEEN DONE TO THE INFRASTRUCTURE IN THE ENCLAVE WHICH ENTITLES BENEFICIARY TO DAMAGES UNDER AGREEMENTS BETWEEN APPLICANT AND BENEFICIARY. LIABILITY HEREUNDER SHALL BE LIMITED TO \$5000 PER LOT.

We hereby undertake to honor draft(s) drawn under and in compliance with the terms of the Letter of Credit when accompanied by the documents specified above and presented at our counters prior to expiration. This Letter of Credit shall have a term of 12 months commencing \_\_\_\_\_, and expiring \_\_\_\_\_.

This credit is subject to the Uniform Customs and Practice Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500.

**THE ENCLAVE AT BERWICK  
PLANTATION**

**MATERIAL & COLOR SELECTIONS**

All material samples shall be attached on a sperate page such as a finishes board that fulfils the required submission information.

**LOT NUMBER** \_\_\_\_\_

<b>ITEM</b>	<b>MATERIAL</b>	<b>COLOR</b>	<b>MANUFACTURER</b>
Foundation	_____	_____	_____
Siding (Primary)	_____	_____	_____
Siding (Secondary)	_____	_____	_____
Roofing	_____	_____	_____
Fascia/Frieze	_____	_____	_____
Soffit	_____	_____	_____
Shutters	_____	_____	_____
Railings, Pickets	_____	_____	_____
Columns	_____	_____	_____
Entry Door	_____	_____	_____
Garage Door	_____	_____	_____
Doors/Window	_____	_____	_____
Driveway Paving	_____	_____	_____
Other	_____	_____	_____