

## Carillon Beach Association

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### CONSTRUCTION AGREEMENT- **NEW HOME BUILDS & RENOVATIONS**

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

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

Pursuant to Part IV, Sect. 1.1 of the Carillon Beach Design Code, the undersigned Builder agrees to and understands the following conditions within Carillon Beach:

1. I, \_\_\_\_\_, of \_\_\_\_\_ have reviewed and understand the Carillon Beach Design Code and agree to construct all projects in accordance with final plans and specifications as approved for the project by the Carillon Beach Design Review. I understand that any changes to the final plans and specifications must be approved prior to implementation. I further understand that the Carillon Beach Association (Association) has adopted Part IV, Section 1.1 of the Carillon Beach Design Code as the Construction Code of Carillon Beach and will be enforcing same.
2. I agree to follow the Current Florida Building Code and State and County codes at all times and to follow all applicable state and local ordinances. I understand that the Design Review is intended only to assure compliance with the aesthetic concerns of the Carillon Beach Design Code. The Design Review, the Developer of Carillon Beach and the Association are not liable for any design or construction defects affecting the safety or structural integrity of the building.
3. I have reviewed and understand requirements for storm water and erosion control, and all other ordinances applying to development in Carillon Beach. Any workers involved in earthwork will provide for dust abatement and dune stabilization on a regular basis. Only white beach sand may be brought into Carillon for fill material.
4. I understand and agree that all piling construction within Carillon Beach must be augured or jetted and that the final 3' shall be tamped to obtain proper penetration and bearing capacity as required by the engineer. I understand and agree that piling work is restricted to weekdays and is not allowed on Saturday and Sundays.
5. I understand and agree that **I am responsible for any and all damage to the sidewalks, streets, and curbing during construction.** I further understand and agree that I am also responsible for any and all damage to the sidewalk and curbing adjacent to the construction site and to the sidewalks across the street from the construction site. I have the option to saw-cut and remove the sidewalk prior to construction commencement for access to the site during construction. The access shall be cut at the approved driveway location. For a liability standpoint it is required that this area be barricaded. I also have the option to leave in the sidewalk and not cut it unless it is actually broken/damaged. Upon completion of construction, I understand it is my responsibility to restore the sidewalk to its original condition with a broom finish.
  - 5.a. Attached hereto is the Carillon Beach Construction Deposit Fee Schedule. The total deposit is due and shall be paid to the Carillon Beach Association no less than 30 (thirty) days prior to the commencement of construction or other applicable work.

6. **Gravel Restoration** - Given the importance that the gravel plays in mitigating storm water control in the Community, at the sole discretion of the Carillon Beach Compliance Officer, any gravel in the vicinity of the house (including in front of the house in question and/or neighbors on either side or across the street) that is compromised will be replaced by the builder according to HOA specifications and under HOA oversight. No refund will be awarded until this last step is checked off as satisfactory by the HOA.
7. **Edge Curb and Sidewalks** - Any edge curb or sidewalks in the vicinity of the house (including in front of the house in question and/or neighbors on either side or across the street) that is compromised will be repaired by the builder according to HOA specifications and under HOA oversight. No refund will be awarded until this last step is checked off as satisfactory by the HOA.
8. **Construction Fence Requirement for all Projects** - All jobsites for New Construction (main house and/or outbuilding) and Major Renovation (as determined by the DRC) shall be enclosed with a construction fence placed at the perimeter of the property or where otherwise determined by Carillon Beach. Pools and other projects may require full or partial enclosure at the discretion of the DRC and/or Association. The fence along the front of the property shall be placed within 18" of the sidewalk and may include an opening at the proposed driveway location up to 16' wide for vehicular access and material delivery. Construction fencing shall be comprised of 4' tall, wood sand/snow fencing, horizontally reinforced at the top and bottom with 2x4 material and with posts set at a maximum spacing of 8' O.C. The fence shall be topped with a 2x4 or 2x6 top cap set horizontally. The inside of the fence shall be lined with a silt barrier. In lieu of sand fencing, a contractor may choose to utilize plywood panels. If so, panels shall be fully reinforced with 2x4 material placed on the inside face of the barrier. The exterior face of plywood shall be painted white. The driveway access shall be closed after hours with moveable panels of similar construction secured as necessary. The contractor is responsible for maintaining the construction barrier for the duration of construction, which may only be removed for the installation of landscaping and permanent fencing upon approval by the Design Review Team.
9. **Scaffolding** - Scaffolding must be fully wrapped with debris netting/screening at all times above the first course and fully secured in place.
10. **Construction Site** - I am responsible for always maintaining a clean construction site. I agree to furnish roll-off dumpster(s) and always keep the premises free from waste materials. Roll-off will be COVERED at the end of each workday. Prior to placement of dumpster, contractor will provide proposed location review and approval. No roadside or driveway shall be blocked by dumpsters. Trash and debris shall be confined to the lot under construction. Paper and debris will be picked up each day before leaving the site, as well as sweeping all public sidewalks, adjacent driveways and the roadway for any stray nails or screws. Trash shall not be allowed outside of the Association approved designated trash and scrap area. Upon job completion, all remaining waste materials shall be disposed of legally; 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 Association will have the right to perform, without notice any cleanup necessary and charge me accordingly.** Any damage caused by the dumpster shall be repaired to its original condition by the contractor. Minimum charge for damage will be \$150.
11. Prior to construction, new builds or remodels, please plan a site meeting with the Town Planner to determine fencing requirements, dumpster location, contractor parking, portable toilet placement location, and tree removal. Portable toilets are required to be enclosed on 3 of the 4 sides with the door facing away from the street. Enclosure must cover the height of the toilet. The enclosure should be constructed out of fence materials or dimensional lumber. If there is any removal of the outside surface of the home or during a new build, netting is required to wrap the house for protection of the neighboring homes. At this time, the HOA will place "No Trespassing" signs on the job site. These need to remain visible from the street and sidewalk for the remainder of the project.

12. **I understand that SPRAY PAINTING IS NOT ALLOWED on the exterior of the house or any exterior element of the structure. I understand that the first violation of this rule will result in a \$2,500 fine to the Builder. I understand that the job will be stopped immediately and will not be able to resume work until it is approved by the Town Planner. \_\_\_\_\_ Initial**
13. I am responsible for the behavior and actions of all workers and subcontractors who do work on my project while they are in Carillon Beach. I understand that abusive language, cat calls, and cussing will NOT be tolerated. Workers are to always wear proper work attire, specifically, workers must wear shirts. **All radios are banned from use at construction sites and within the Carillon Beach property. Contractors and sub-contractors are not allowed to bring dogs or other pets in Carillon Beach.**
14. I understand that it is the intent of the Design Review, the Developer, and the Association to maintain and preserve as much of the natural vegetation as possible. **I will not clear or damage the vegetation outside of the building and drive area, without written approval from the Design Review.** Prior to the start of any site construction, I will barricade (by means of a temporary fence) any area of vegetation that is to be preserved outside of the building and driveway areas.
15. I understand that all construction activity and all construction personnel shall not begin work earlier than **7 a.m. and must end work by 6:00 p.m. Monday through Saturday.** There shall be no construction activity on Sunday or on any principal holidays without the express written permission of the Association.
16. All vehicles and workers must abide by the traffic access and parking plan designated by the HOA. All roadways and walkways must be kept open for passage of through traffic. **Driveways of other residences cannot be used or blocked at any time.** I understand and agree the following fine system is in place with regard to speeding and parking:
- 1<sup>st</sup> violation: Verbal warning with a notification to General Contractor
  - 2<sup>nd</sup> violation: \$100 fine and Written Notification (copy to General Contractor)
  - 3<sup>rd</sup> violation: \$300 fine and operator of vehicle will be banned from entering Carillon Beach
17. I am responsible for containing work activity on the job site, taking care that it does not encroach on any adjacent property. Contractor shall provide any required debris netting or fencing to prevent trash, overspray, or debris from adjacent properties and driveways. **I will provide temporary sanitary facilities for each job site** (two adjacent sites may share one facility).
18. I will carry and keep in force at all times the following minimum insurance coverage, and at the signing of the Agreement, have **provided a complete copy of the insurance policy providing such coverage to the Association:**
- (a) Workmen’s compensation
  - (b) Bodily injury and property damage occurrence with a minimum limit of \$1,000,000 with a general aggregate of at least \$2,000,000 with Carillon Beach Association named as an “additional insured”
19. 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 Association until the work has been corrected to the satisfaction of the Association.

20. I understand and agree to the following fine system that is in place to remedy any failure on my part to abide by the above conditions.
- 1<sup>st</sup> violation: Verbal warning to offender and/or the General Contractor  
2<sup>nd</sup> violation: \$100 Fine and Written Warning letter to offender and/or the General Contractor  
3<sup>rd</sup> violation: \$500 Fine and Written Warning letter to offender and/or General Contractor.
21. 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 Association's discretion, result in suspension of my building privileges within Carillon Beach.**
22. I agree to provide the Association and the Design Review with a Notice of Commencement prior to the start of construction.
23. I further agree to contact the Architect upon completion of construction and in cooperating with him/her until they sign and submit the Contractor's Affidavit of Final Inspection and Compliance to the Design Review.
24. All jobs must display a Carillon Beach Construction Site Sign and displayed on the site on a post before any construction activities may begin. I agree that the total area for all construction-related signs on a given lot shall be limited to 15 square feet and that all construction signage must be approved prior to installation by the Design Review and the Association. All construction signs shall be promptly removed upon issuance of a certificate of occupancy.
25. A Design Review approval notice must be posted prior to performing site work and during all phases of construction. The notice (the Green Card provided to you by Design Review) must be displayed on your signboard and will alert Carillon Management and Staff that your project is approved.
26. In the event any named storm shall threaten the Carillon Beach Community, Builder shall be required to take the actions defined herein to ensure that its worksite does not create a hazard to nearby persons or property. The responsibilities defined herein shall become effective any time Carillon Beach falls within the National Hurricane Center's Track Forecast Cone and actions required herein shall be completed not less than twenty (24) hours prior to any projected landfall. Said responsibilities shall include removal and/or storage of all construction materials, debris, portable toilets, or other objects which may become airborne when subjected to tropical and/or hurricane force winds or which may be carried away by flood waters; covering or emptying all construction dumpsters; and such other measures as the Association may determine to be necessary to minimize the construction site's impact on neighboring persons and/or property. Builder acknowledges that ensuring compliance with this provision and responsibility for the overall condition of the worksite lies solely with Builder, and Builder agrees to indemnify, defend, and hold harmless the Association and Design Review, including their respective directors, officers, employees, agents, and representatives, from any and all claims, causes of action, or demands which arise out of or in any way relate to Builder's worksite.

# Construction Timeline, Scheduling Requirements and Delay Penalties

## 1. Commencement & Documentation

The construction timeline begins automatically when the Building Permit is issued, and on-site work commences, including land clearing.

## 2. Required Construction Duration

- New Home – Interior Lot: 20 months (24 months for all-block homes)
- Guest House – Interior Lot: 14 months (16 months for all-block homes)
- Gulf-Front Main House: 36 months
- Gulf-Front Guest House 12/10/2025: 20 months
- Renovations: Approved by DRC on case-by-case basis- see Paragraph 3

## 3. Renovation Scheduling Requirements

A detailed project schedule must be submitted at Building Permit issuance. Updated schedules are required if scope expands (“scope creep”).

- Detailed project scope and schedule must be submitted to DRC prior to applying for building permit/starting construction. Upon receipt, the DRC will establish the required construction duration time. Should project scope expand (“scope creep”), an updated project schedule must be submitted to analyze construction duration time. In no case will construction duration be longer than 30 months.

## 4. Time Extension Requests

Extension requests must be submitted in writing to the Design Review Board 2 months before the deadline completion and may be granted only at the Board’s sole discretion.

## 5. Monthly Delay Fines

**If construction exceeds the approved duration without an approved extension, homeowner shall incur a fine equal to:**

- **Fines are billed monthly at the rate of 0.5% of the property’s land value per month, based on Bay County Property Appraiser records.**

**Homeowner Initials** \_\_\_\_\_

**Contractor Initials** \_\_\_\_\_

## 6. Release of Penalties

Fines stop when the Architect and Contractor submit all Final Affidavits and compliance documentation.

7. **Failure to Comply**

Noncompliance will result in suspension of building privileges.

8. **Non-Disclosure & Communication Restriction**

Contractors are strictly prohibited from requesting, offering, or entering into any Non-Disclosure Agreement (NDA) or confidential side agreement with any homeowner. Any attempt to create or use an NDA with a homeowner is considered a violation of this Agreement and may result in immediate removal from the approved contractor list.

**Contractors Final Inspection and Compliance Checklist**

All contractors are to ensure the items below are completed before a home build is considered complete.

\_\_\_\_\_ All sidewalks are repaired that were damaged in front of the home, any lots affected next to the job site, or across the street from the job site.

\_\_\_\_\_ 57 limestone has been renourished 6 inches deep in front of home as well as adjacent areas to the home that were impacted.

\_\_\_\_\_ Front house fence has been completed, and the required front fence landscaping is installed.

\_\_\_\_\_ Landscape lighting has been installed at the front walkway, driveway and corners of the lot.

\_\_\_\_\_ Driveway trench drain has been completed.

## **Carillon Beach HOA / Construction Deposits and Fees**

### **\*\*All Fees and Deposits are Billed to the Homeowner\*\***

All fees related to construction jobs are broken down into three categories: Construction Administrative Fees, Community Impact Fees, and Refundable Deposits.

- **Construction Administrative Fee** – A fee for the administration of the project with the association offices, for the daily oversight of the project.
- **Community Impact Fee** – A fee calculated for the replacement cost of the infrastructure damage relative to the project. This takes into consideration roads, curbing, gravel, and sidewalks. This fee is utilized for future replacement of areas in the community due to long term construction related wear and tear.
- **Refundable Deposit** – This deposit is held for the duration of the project and is utilized to correct any acute deficiencies to community property that is not corrected by the completion of the project.

### **Construction Fees Schedule by Category**

	<b><u>Admin Fee</u></b>	<b><u>Impact Fee</u></b>	<b><u>Refundable Deposit</u></b>	<b><u>Total</u></b>
<b>Painting / Pavers</b>	\$200	\$0	\$2500	\$2700
<b>Roof &amp; Gutters</b>	\$500	\$0	\$7500	\$8000
<b>Moderate Renovations</b>	\$1000	\$2500	\$3500	\$7000
<b>Garden Structure/Storage Shed</b>	\$200	\$0	\$2000	\$2200
<b>Home Demolition</b>	\$1000	\$2500	\$5000	\$8500
<b>Extensive Renovation</b>	\$2500	\$6000	\$7500	\$16000
<b>Guest House</b>	\$2500	\$4000	\$7500	\$14000
<b>New Home Construction-non beachfront</b>	\$4000	\$6000	\$7500	\$17500
<b>New Home Construction-beachfront</b>	\$8000	\$12000	\$15000	\$35000

\*These fees/deposits are separate from all Design Review Fees

This includes a main house and guest house if constructed at the same time.

The Deposit / Fee for a renovation project will be determined by the Town Planner and Association based on a written scope of the work to be performed which shall be submitted to the Design Review Board. If the scope of work is increased for any reason during the duration of construction beyond the originally submitted list of work, the Association may increase the required deposit as needed per the schedule listed above.

The Deposit / Fee amount for any project that does not clearly fall within the listed fee schedule will be determined by the Town Planner and Association within the limits listed above.

\* The fees for these projects may be less than the schedule above but will only be determined by the Town Planner.

The Parties acknowledge that the Construction Agreement shall otherwise remain unchanged and in full force and effect.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BUILDER:

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

HOMEOWNER:

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

CARILLON BEACH HOA:

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

Builder Contact Information:

Builder: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Builder Start Date:

\_\_\_\_\_

Expected Date of Completion:

\_\_\_\_\_