

Construction Cash Security Deposit Eagle's Sound Property Owners Association

8-3-2023

Purpose:

It is essential for the comfort and well-being of the membership of Eagle's Sound Property Owners Association that new construction and/or major modification and renovation projects on privately held land does not interfere with, or cause disruption, to the membership and/or violate rules and restrictions of the Eagle's Sound Estates Subdivision Declaration of Protective Covenants, Conditions, Easements and Restrictions, dated July 18, 2003, (the Declaration) filed with the County of Accomack, Virginia. This non-interest accruing, Construction Cash Security Deposit is furnished by the lot owner to guarantee compliance with said rules and restrictions and further requirements as set forth in the ESPOA ARC Construction Application.

KNOW ALL BY THESE PRESENTS:

That we, _____
Lot Owner(s)

in consideration of being granted approval of the plans for construction or improvements on Phase_____, Lot _____ do hereby acknowledge ourselves indebted and securely bound and held unto Eagle's Sound Property Owners Association in the penal sum of \$2,000 or 10% of the cost of the construction, whichever is less and amounting to \$_____, receipt of which is hereby acknowledged by,

(for Eagle's Sound Property Owners Association)

Specific Considerations

Certain construction activities and results have been identified to require special attention of the lot owner during the construction period. These items of importance are included in the Declaration and are listed for clarity of understanding and compliance and do not replace or modify the Declaration in any way. They are as follows:

1. During the project, lot owner(s) shall maintain the construction area reasonably free of debris. Lot owner(s) shall provide and maintain an adequate trash dumpster or equivalent, commercial portable toilet facilities, erosion control as specified by Accomack County regulations and any other stipulation or requirements contained in the Eagle's Sound Estates Subdivision Declaration of Protective Covenants, Conditions, Easements and Restrictions, ESPOA Construction Application and any other restrictions, rules and requirements of the Association.
2. Lot owner(s) or lot owner's agents shall not damage, or cause to be damaged, any common property of the Association including, but not limited to, roads, streets, or easements. Such damage shall include debris, trash, mud, earth or any other condition that is carried, moved or transported from the construction site.

3. Upon completion of each day's work and at the end of the construction period the lot owner(s) shall clean all areas of debris and other debris that could be carried by wind or other natural occurrence into adjacent common and personal property.
4. Work Hours are Monday-Friday 6:30AM to 6:30PM, and Saturday 7AM to 4PM.
5. An Architectural Review Committee approved construction application must be in hand prior to any modification of any lot within Eagle's Sound Estates, to prepare for construction activities. This includes, land grading, storing of construction materials, installation of driveway culverts, etc. This does not include lot maintenance such as mowing and trimming or removal of dead or diseased trees and shrubs. It also does not include actions taken with the approval of the ARC to benefit the ESE community.
6. Lot owner(s) shall complete construction of any building within 12 months, as required in section 1.14 of the Declaration. "Complete construction" is defined as the granting of an Accomack County occupancy permit or acceptance by the ARC after a visual inspection. Failure to complete construction within 12 months shall incur a financial penalty, unless an architectural exception has been requested and granted.

Penalties

In the event lot owner(s) or lot owner's agents fail to adhere to the restrictions, rules and requirements as set forth in the Declaration or specifically referenced above a default of the security deposit shall occur.

Notice of default shall be sent VIA electronic mail and U.S. standard mail to lot owner(s) at the electronic and physical addresses, respectfully, on record with the Association and penalties for specific violations listed below will be imposed and deducted from the security deposit. Any violation of ESPOA covenants not specifically addressed below that are not corrected after seven (7) days from the date of the electronic notice, may result in the Association taking whatever steps necessary to correct the violation including, but not limited to, labor, material and work by the Association and/or the Association's designates and charge the cost against the Construction Cash Security Deposit. Any and all costs of correction and compliance incurred by the Association, including reasonable attorney's fees exceeding the dollar amount of the Construction Cash Security Deposit shall be due and payable by the lot owner(s).

Penalties are defined for certain specific violations as follow:

1. Conducting work activities outside of the approved work hours of Monday-Friday 6:30AM to 6:30PM, and Saturday 7AM to 4PM. **Penalty: \$25 for each day of work outside of approved hours**
2. No dumpster or trash receptacle on site. **Penalty: \$50 for each occurrence with a Five (5) day electronic notice given to rectify**
3. Worksite not cleaned with all trash placed in dumpster at the end of the day. **Penalty: \$25 for each day loose trash is visible at the end of the day.**
4. Building construction not completed within 12 months or any ARC approved extension. **Penalty: \$10 per day exceeding 12 months or ARC approved extension up to a total of \$900.**

IN WITNESS WHEREOF the parties affix their signatures,

On this _____ of _____, _____.
Day Month Year

Lot Owner(s) Phase _____ Lot _____

(for Eagle's Sound Property Owners Association)

Release of Construction Cash Security Deposit

Upon inspection of the completed project, this Construction Cash Security Deposit in the amount of \$_____ as quantified in the attached accounting, after deductions for assessed penalties, is hereby released to the lot owner.

(for Eagle's Sound Property Owners Association)

Date: _____ Method of return: _____

Check Number: _____