

PARADISE KEY

CONSTRUCTION APPLICATION, DEPOSIT, AND COMPLIANCE AGREEMENT

Updated September 2014

OWNER INFORMATION:

Name _____

Address _____

Telephone # _____

CONTRACTOR INFORMATION:

Name _____

Address _____

Telephone # _____

FL Contractor License# _____

CONSTRUCTION LOCATION:

Address: _____

Lot #: _____

TYPE OF CONSTRUCTION:

_____ New Construction

_____ Addition/Renovation

_____ Re-painting

_____ Re-roofing

_____ Fence or Privacy Wall

_____ Landscaping

Deposit Amount _____

Check Date & number _____

I, _____, as property owner, and I, _____, as contractor for the above described construction project, acknowledge and agree that the above described deposit is being held by the Paradise Key Neighborhood Association in order to insure that the improvements will be constructed in accordance with plans and drawings which have been approved by the Architectural Review Committee. We further acknowledge and agree that:

- 1) We have read and understand the Covenants and Restrictions applicable to the property and all design guidelines as Amended and will follow and obey the said Covenants, Restrictions and Guidelines. Furthermore, we understand that the design guidelines, as amended, implies a greater or lesser amount of subjectivity on the part of the ARC, and agree to abide by any and all decisions of the ARC.
- 2) We are responsible for completing the project per the plans and drawings approved by the Board.
- 3) We will maintain a clean construction site at all times and install a permit box, commercial dumpster and job toilet in conformance with ARC guidelines.
- 4) We agree to inspect all existing curbs and utilities that exist on the lot and in the right-of-way adjacent to our property and agree to their existing conditions prior to the start of work on our lot. We acknowledge that the cost of restoring such items to their pre-existing conditions should damage occur is our responsibility.
- 5) We understand and agree that no electrical leads will be permitted to cross the street. We may build a T.U.G. (temporary underground pull) and mount the meter to a temporary pole on the property.
- 6) Only the ARC approved builder/contractor sign may be displayed on property and no other.
- 7) We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
- 8) I understand that the refundable portion of the deposit may be returned in whole or in part after Final Inspection and approval of all items.
- 9) We understand that compliance with all building codes, city and governmental ordinances, and regulations are the responsibility of the Owner/Contractor. Therefore, we hereby hold harmless and indemnify the Paradise Key Neighborhood Association and the ARC from any and all matters concerning the construction and fitness of our house, including but not limited to drainage, code violations, plat violations, setback violations and easements.
- 10) We acknowledge that any funds paid out by the Paradise Key Neighborhood Association including but not limited to those needed for the correction of changes not approved by the Board, or the cost of work necessary to improve the appearance of sites, or the cost to repair any damage to the roads rights-of-way, road shoulders, utilities, etc. will be paid by the Owner and/or Contractor if not they will be deducted from the deposit.

This application, deposit and agreement made this _____ day of _____, _____

By _____ and _____

(Property Owners Signature) (Contractors Signature)

Application approved this by the ARC this _____ day of _____, _____.

By _____

(Architectural Review Committee)