

# Application for Exterior Alteration (Architectural Request)

PLEASE PRINT LEGIBLY

Association:	
Subject Property:	
All Homeowner Name(s):	
Homeowner Primary Mailing Address:	
Primary Phone Number:	Secondary Phone Number:
Primary Email Address:	Secondary Email Address:
Describe proposed alteration, attach additional sheets if necessary:	
Contractor's Name, if applicable:	

**All Homeowners listed on the Deed must initial and sign this form where indicated.**

**\_\_\_\_ / \_\_\_\_** If applicable, you must submit items 1 through 5 for this application to be processed. If these items are applicable and not submitted, this application will be denied:

1. Total dimensions of proposed project, if applicable, include square footage;
2. Complete list and description of materials to be used, including manufacturer, color, and model;
3. If applicable, plat showing property boundaries with the area of the proposed alteration drawn on it;
4. If applicable, diagram, elevation, and/or illustration of the proposed project, (a working web-link may be used);
5. If a contractor is completing work, copy of contractor's work license **and** certificate of insurance.

**\_\_\_\_ / \_\_\_\_** The Homeowner(s) hereby agree that any and all liability caused by, or arising from, this modification shall be assumed by the Homeowner(s). Homeowner(s) agree to release the Association, HPS Management, Builder, and Declarant of any and all liability.

**\_\_\_\_ / \_\_\_\_** Approval by the Association is for the outward appearance only and does not imply any engineering review of a structural nature has been completed. No structure may be permanently installed in any drainage or utility easements. Any construction pursuant to the provisions of this approval shall be subject to the continuing effect of the provisions of the Declaration, Bylaws, Rules and Regulations of the Association, the Architectural Review Committee, the Board of Directors, and/or their designee.

**\_\_\_\_ / \_\_\_\_** This application will be forwarded for review to the Board of Directors and/or the Architectural Review Committee. It is the Homeowner's responsibility to obtain any government issued permits that may be required for the proposed alteration. If the requested alteration requires any ground to be dug up, it is the Homeowner's responsibility to have any underground utilities identified to prevent damages from occurring.

**\_\_\_\_ / \_\_\_\_** Depending on the scope of your project, please allow at least 30 calendar days for the Board of Directors and/or the Architectural Review Committee to meet and review this application. **The community manager and management company do NOT make any decision or recommendation regarding this application.** Status updates and questions may be emailed to [Admin@InfoHOA.com](mailto:Admin@InfoHOA.com). Please allow two full business days for the manager to respond.

**Homeowner's Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Homeowner's Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Ways to submit this form:** Email: [Admin@InfoHOA.com](mailto:Admin@InfoHOA.com)  
Fax: 866-724-5497  
Mail: Document Processing, 424 North Union Avenue, Havre de Grace, MD 21078  
Portal: Go to [www.InfoHOA.com](http://www.InfoHOA.com)

# Hawkseye Property Owners Association



## Building in Hawkseye

Property Owner and Builder/Contractor Responsibilities

Construction Application and Checklist

## Hawkseye Architectural Review Committee (HARC)



*Hawkseye Property Owners Association*

Dear Hawkseye Property Owner,

Your future neighbors welcome you to Hawkseye, a premier community in Southern Delaware. The Hawkseye Declaration of Covenants directs that maintaining the safety and comfort of Hawkseye residents, and the quality, appearance and appeal of Hawkseye is the responsibility of the Hawkseye Architectural Review Committee (HARC). Creation and management of construction policies, procedures and approvals-is governed by (HARC).\*

HARC approval is required for initial construction of your home, or for any change or addition to your home and/or lot (e.g. pool, fence, room addition, landscaping, hardscape, roofing, change in exterior color including shutters, addition of solar panels, etc.). The information and forms required for our review/approval process are contained in this packet. Submitting all the required information (see Checklist) will ensure that your project can be reviewed efficiently.

**Do not** break ground, clear lots, drop driveway tubes, or do **any** work until you have submitted all plans, signed all paperwork, and paid your Application Fee and Construction Security Deposit for each individual lot. HARC will do its best to expedite reviews, but will not tolerate disregard of our approval process. Once approved, construction can commence only after the staked house and driveway are approved by HARC.

We want to cooperate and work well with every Property Owner and Builder, but adherence to HARC's policies and procedures is critical to avoid issues that can become expensive to both Property Owners and Builders.

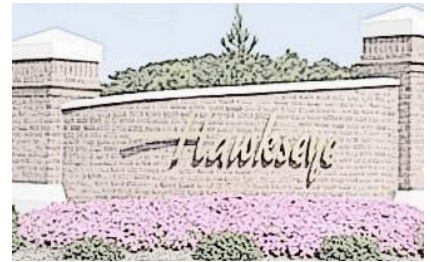
If you have any questions please feel free to contact your Hawkseye Architectural Review Committee members.

Sincerely,

Your Neighbors on the Hawkseye Architectural Review Committee

\*Refer to: Declaration of Covenants, Article VI, Section 6 A-E, Article VII, Section 5, Article VII, Sections 2-5;  
Exhibit B Architectural Requirements, Article III

# Hawkseye Architectural Review Committee (HARC)



*Hawkseye Property Owners Association*

## Application Checklist for New Construction

**NO WORK MAY BEGIN UNTIL ALL ITEMS HAVE BEEN RECEIVED and approved BY HARC.**

**Note: Application will not be processed unless all items are provided.**

- Completed Application
- Property Owner/Contractor Responsibilities Form, signed by both and dated
- Check payable to Barbara Nowakowski for review of plans in the amount of:
  - \$600 for review of plans for new construction or
  - \$250 for Additions or Improvements equal to or less than 500 sq. ft. or
  - \$425 for Additions or Improvements greater than 500 sq. ft.
- 2 Sets of each of the following plans to scale or fully dimensioned (plans not on 24"x36" plain paper and not to scale will not be accepted for HARC review):
  - Foundation Plan (including plan for any non-attached structure)
  - Floor Plan(s) of house (and accessory building, if planned)
  - Elevation views of all sides of the proposed structure, including drainage plan with grading and drainage specifics, including a grade survey showing adjoining and rear propert(ies) and building(s)
  - Site plan showing location of structure (or addition) with dimensions to property lines, including lot clearing, lot elevation, setbacks, driveway and floorplan of house (and unattached structure, if planned). Physically mark trees to be removed on the site.
  - Landscaping plan, including mailbox location & type.
  - Solar Panel plan (if applicable), including specific layout and mounting location(s)
  - Complete color scheme, including colors for exterior siding, roof, trim, stone, etc. (in some cases HARC may request actual samples of materials)
- Contractor's Certificate of General Liability Insurance naming Hawkseye Property Owners Association (HPOA) as additional insured.
- Copy of the Sussex County issued Building Permit for the construction.

# Hawkseye Architectural Review Committee (HARC)



*Hawkseye Property Owners Association*

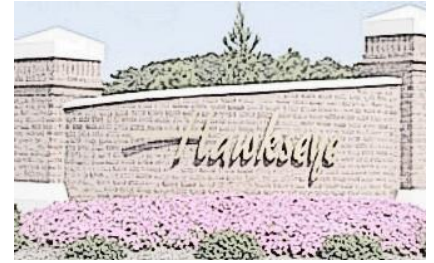
## Sequence of Events for Construction

Note: This is a brief overview of the event sequence prior to construction. For more information, please refer to the Contractor and Property Owner(s) Responsibilities document.

1. Complete, sign, date and submit HARC Construction Application and Builder/Property Owner Responsibilities along with all plans and samples required to the HPOA Secretary or Property Management Company.
2. Submit appropriate Plan Review Fee check payable to Barbara Nowakowski with the Application (New Construction or Additions/Improvements)
3. Submit permits required by utility companies
4. Provide Contractor's Certificate of General Liability insurance naming HPOA as additional insured
5. HARC will review all plans and documents submitted and will provide both the Contractor and Property Owner with a notification of approval. If deficiencies exist in the application submission, or if HARC disapproves of the application in full or in part, HARC will advise the Contractor and Property Owner.
6. Stake foundation and driveway on lot and contact HARC for a site inspection. Mark trees you are requesting to remove. **No other work may begin.**
7. Once deficiencies (if any) are remedied, HARC will approve commencement of Construction **only** upon receipt of Construction Security Deposit payable to Hawkseye Property Owners Association (HPOA). **NO work may begin prior to receiving this form and submitting the Security Deposit.**
8. For new construction, install driveway culvert pipe (15" or equivalent flow) and approved driveway (See Contractor/Property Owner Responsibilities, Prior to Construction Section, Item #1).
9. Erect a silt fence surrounding the property along with a barrier to prevent vehicle parking on swale. **Note: The swale is a Sussex County monitored and approved drainage system, and its integrity must be maintained by all parties.**
10. **After HARC site inspection and approval of site clearing plan**, lot may be cleared. **Only** Trees tagged for removal may be cleared.
11. No construction may commence until a dumpster is on-site. Dumpsters may not be placed in the swale.
12. No construction may begin until a Port-O-Potty is on-site. The Port-O-Potty may not be placed in the swale.

**Please consult the Contractor and "Property Owner Responsibilities" document for other important information regarding building new homes or additions/improvements in Hawkseye**

# Hawkseye Architectural Review Committee (HARC)



Hawkseye Property Owners Association

## Application for New Construction Approval

Please complete and assemble **all** items and contact:

HPOA Board Secretary  
**HawkseyePOA@gmail.com**

for an appointment to deliver the completed application, required samples, \$600 Plan Review payment (payable to Barbara Nowakowski), and 2 sets of each plan (see Checklist). **All** items must be submitted together, and checks must be made payable to the party noted. For smaller projects (e.g. additions, pool, fence) use the "Application for Additions or Improvements" and complete any other relevant information.

Property Owner is responsible for conformity with all sections of the Hawkseye Covenants, including Architectural Requirements Exhibit B.

Allow 30 days from receipt of this Application including all samples and plans, for initial review, and an additional 2 weeks for each change review as necessary. Application fees are due and payable when plans or changes are submitted.

Owner must promptly notify HARC of any changes in approved plans by completing the attached Request for Change form, and receive approval before work continues. A \$100 fee is required for each set of changes from originally approved plans.

Owner or Builder must notify the HARC when the foundation and driveway is staked **before construction begins**, and again when floors are sufficiently framed to measure square footage. Construction cannot commence until the staked lot is reviewed and approved by HARC. Please refer to the "Sequence of Events" and "Contractor and Property Owner(s) Responsibilities" documents for more information

Hawkseye Property Owners Association will enforce our policies and procedures to the full extent of the law.

Date \_\_\_\_\_

Lot # \_\_\_\_\_

### Property Owner Information

Name(s) \_\_\_\_\_

Email address(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phones: Day \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Lot Mailing Address \_\_\_\_\_

### Builder Information

Company \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Job Supervisor \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date building construction is planned to begin \_\_\_\_\_ and end \_\_\_\_\_

Expected completion date of final grading \_\_\_\_\_ and landscaping \_\_\_\_\_

**Architectural Information**

Number of Bedrooms \_\_\_\_\_ Number of Baths \_\_\_\_\_

Roof pitch \_\_\_\_\_

Square footage (see Covenant Architectural Requirements for minimums),  1 story or  2 story

Heated Areas		Unheated Areas	
1st floor:		Garage:	
2nd floor:		Porches:	
Other (describe):		Deck:	
		Storage/Other:	
Total:		Total	

**Setbacks**

Front (40' min) \_\_\_\_\_ Rear (20' min) \_\_\_\_\_ Side (15' min) \_\_\_\_\_

Driveway surface:  Hot Mix  Concrete  Pavers

**Colors ALL COLORS MUST SUBMITTED AND APPROVED**

Foundation finish:  Brick color: \_\_\_\_\_  Stone color: \_\_\_\_\_

Stucco color: \_\_\_\_\_  Parging: \_\_\_\_\_

Roofing:  Asphalt  Cedar Shake Color(s): \_\_\_\_\_

Metal Color(s): \_\_\_\_\_

Exterior Siding:  Wood – Color: \_\_\_\_\_  Stucco --- Color: \_\_\_\_\_

Brick – Color: \_\_\_\_\_  Stone – Color: \_\_\_\_\_

Hardiplank – Color \_\_\_\_\_  Vinyl – Color: \_\_\_\_\_

Shutters (if no shutters, 3½” trim around windows is required) Color: \_\_\_\_\_

Trim Color: \_\_\_\_\_ Windows color: \_\_\_\_\_

Doors Color(s): \_\_\_\_\_ Garage Doors color: \_\_\_\_\_

Other (louvered vents, etc.) Color: \_\_\_\_\_

List any other improvements and features (e.g., pool, etc.) \_\_\_\_\_

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Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor/Builder Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

# Hawkseye Architectural Review Committee (HARC)



Hawkseye Property Owners Association

## Request for Change from Originally Approved Plan

Lot # \_\_\_\_\_ Date \_\_\_\_\_

Contractor \_\_\_\_\_ Property Owner \_\_\_\_\_

We request a change from our originally approved Application for the following item(s).

**Originally Approved** \_\_\_\_\_

**Change Requested/Reason** \_\_\_\_\_

**Originally Approved** \_\_\_\_\_

**Change Requested/Reason** \_\_\_\_\_

Additional pages may be used if necessary.

Please submit this form to the HARC Chairman. You will be advised if the \$100 change approval fee is required prior to approval. If so, check is payable to Hawkseye Property Owners Association (HPOA). Depending on the extent of the requested change an additional Review Fee may be required.

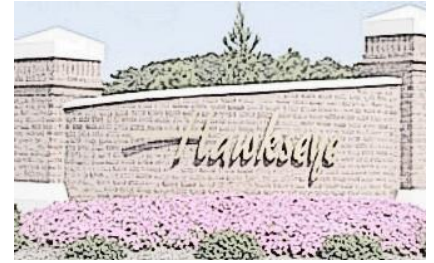
Signature: \_\_\_\_\_  
Builder Date Property Owner Date

Comment: \_\_\_\_\_

For HARC: \_\_\_\_\_  
Date



# Hawkseye Architectural Review Committee (HARC)



Hawkseye Property Owners Association

## Application for Approval of Additions or Improvements

Please complete and assemble **all** items and contact:

HPOA Board Secretary  
[HawkseyePOA@gmail.com](mailto:HawkseyePOA@gmail.com)

for an appointment to deliver the completed Application, required samples, Plan Review fee if applicable, 2 sets of plans (including site and location plan), and the **signed Contractor and Property Owner Responsibilities** form. **All** items must be submitted together, and checks must be made payable to the party noted.

Allow 30 days from receipt of this Application including all samples and plans, for initial review, and an additional 2 weeks for each change review as necessary. Fees are due and payable when plans or changes are submitted.

Owner must promptly notify HARC of any changes in approved plans by completing the attached Request for Change form, and receive approval before work continues.

Changes or additions to the outside dimensions of existing homes less than or equal to 500 square feet require a fee of \$250; changes or additions greater than 500 square feet require a review fee of \$425. Both of these changes require a \$2,500 Security Deposit, as does any work requiring heavy equipment to access the property other than via the paved driveway. No review fee or security deposit is required for minor landscape changes, new siding, roofing, etc.

Additions or Improvements must comply with all HARC criteria established for construction. Hawkseye Property Owners Association will enforce our policies and procedures to the full extent of the law.

Date \_\_\_\_\_

Lot # \_\_\_\_\_

### Property Owner Information

Name(s) \_\_\_\_\_

Email address(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phones: Day \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Lot Mailing Address \_\_\_\_\_

### Builder Information

Company \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Job Supervisor \_\_\_\_\_

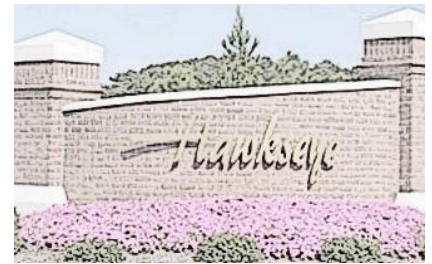
Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date building construction is planned to begin \_\_\_\_\_ and end \_\_\_\_\_

Expected completion date of final grading \_\_\_\_\_ and landscaping \_\_\_\_\_



# Hawkseye Architectural Review Committee (HARC)



Hawkseye Property Owners Association

## Contractor and Property Owner(s) Responsibilities

Hawkseye is an established community with year round residents; construction must be conducted with minimum impact on our Residents. Property Owners, Contractors/Builders and their sub-contractors shall comply with all guidelines established.

### IMPORTANT FACTS FOR YOUR PROJECT

1. Construction must commence within one year of the date of the Application approval and shall be completed within eighteen (18) months thereafter.
2. All Landscaping must be completed within six (6) months from the completion of construction (this applies to both New construction & Additions/Improvements).
3. All changes to the original plans/specifications must be submitted and approved by HARC.
4. Trees outside of the footprint of the construction cannot be removed without HARC approval. All trees planned for removal must be clearly marked. **DO NOT REMOVE ANY TREE** until HARC approval is given.
5. Any tree marked for retention that is removed during lot clearance must be replaced by a similar species, 6' in height or greater. Planting must occur before return of the Builder's (Construction) Security Deposit.
6. Hawkseye is a residential community with more than 100 children and various bikers on our paths and roads. The 21 mph speed limit is **mandatory and must be observed**. Reckless driving by contractors, their building crews, subcontractors, or vendors is considered a serious infraction. A warning will be issued for a first infraction, fines may be assessed against the Construction Security Deposit for subsequent-violations.
7. **NO CONSTRUCTION** may begin until proof of insurance has been presented for Contractors and subcontractors.
8. Contractor, subcontractor and landscape vehicles must **KEEP OFF SWALES**. Parking on roads should be avoided. Vehicles should be parked on proposed driveway and off street parking area. Vehicles may not park within 30 feet on either side of neighboring mailboxes, as required by the US Postal Service, and vehicles may not impede the flow of traffic on our roadways. For additions/renovations, vehicles should park on driveway.
9. Contractor, including landscape contractor, may not drive through or store building and/or landscaping materials on the swale or adjacent lots. Any damage to the swale and/or adjacent lots will be the responsibility of the Property Owner.  
**For All Construction including New, Additions/Improvements/Landscaping: No vehicles may park in the swale. Additionally absolutely no vehicle may drive across swales without appropriate protection (planking sufficient to prevent compacting of swale soil). Swales will be inspected by the Hawkseye Ground Committee at the conclusion of the construction project, and any damage must be repaired prior to the return of the Security Deposit.**
10. The Property Owner and Builder acknowledge that members of HARC must access the property periodically during the construction process to insure compliance, and access for that purpose is explicitly authorized without prior notice. Onsite inspections will occur to monitor compliance to the plans submitted to and approved by HARC. Any deviations will be immediately reported to the Hawkseye Board of Directors and the Property Owner for further action. A serious violation may result in work being halted.
11. Contractors are responsible for informing their crews, subcontractors and vendors of the Responsibilities outlined in this signed document. Further, the Contractor is responsible to insure their crews, subcontractors and

vendors keep the work site orderly and free of debris and waste. All crews, subcontractors and vendors must obey Hawkseye traffic rules. This is an important issue requiring daily due diligence.

12. Signage must be single-post supported, not more than 4 square feet (outside measurement, including frame if applicable), and contain contractor logo, name and contact information only. Only one general contractor sign and one real estate sign per lot is permitted. No other signage is permitted. All signs must be removed within 72 hours of completion of construction or settlement on the sale of the lot, whichever occurs first.

13. Any contractor who exhibits inappropriate conduct may be subject to permanent expulsion from Hawkseye regardless of the status of their project.

### **PRIOR TO COMMENCEMENT OF ANY ACTIVITY**

1. The Application must be approved.
2. The Builder's (Construction) Security Deposit payable to Hawkseye Property Owners Association has been received by HARC.
3. You have received a written approval to proceed from HARC including the approval of the staked lot (home and driveway.)

### **PRIOR TO ANY CONSTRUCTION**

1. The approved driveway entrance must be in. Culvert pipe must be 15" round, squashed, or equivalent flow (e.g. two 10" pipes, two 12" pipes). DE No. 3 stone is an acceptable temporary construction entrance material/tire wash. CR-6 or crushed concrete are **not** acceptable materials for this use. The driveway must flare out to allow trucks to turn into the lot. The cost for installation is paid by the property owner.
2. **NO CONSTRUCTION** may begin until the site has been appropriately silt fenced. The erosion barrier (silt fence) shall be placed inside the perimeter of the lot and outside the setbacks to enable work up to the building envelope. Set back minimums: Front (measured from lot line and not including the ROW from the street to the lot line) 40' (or the average setback of existing buildings located on the same side of the road and within 300 feet of the new building), Sides 15', Back 20'. Silt fence is to prevent silt from entering ponds and/or waterways or from moving onto roadway and/or neighboring properties. Fencing must be maintained throughout construction. If the fencing needs to be removed for any reason it must be replaced in a timely fashion. Silt fence and swale protection barrier must be fully maintained throughout construction until the landscaping/lawn is fully established and stabilized. For seeded lots, fencing shall remain until the grass has taken root and the swale is fully established and stabilized. Violation will result in fines assessed against Construction Security Deposit. Continued violation will result in automatic disapproval of any future building applications in Hawkseye.  
**For Additions/Renovations/Landscaping Improvements:** Silt fencing is required prior to any tree removal or significant regrading or disturbance of any soils, to prevent silt from entering ponds or from moving onto roadways and/or neighboring properties.
3. No parking on the grass swale and no entry onto any lot other than over the temporary entrance. Observe all federal and state regulations relating to the encroachment, maintenance, preservation and construction on and near federal and state wetlands adjacent to Hawkseye.
4. **NO CONSTRUCTION** may begin until a dumpster is on site, within its setbacks. Dumpsters are not to be placed within the swale. **For Additions / Renovations / Landscaping Improvements**, if a dumpster is required it must be placed on the property but not on the swale. Blowing debris **will not be tolerated!** Dumpsters must be covered once trash is visible or can blow out of the dumpster. Failure to empty or cover the dumpster timely may result in a fine being assessed.
5. A Port-O-Let must be on site prior to beginning construction and must remain on site 7 days a week. Port-O-Lets should not be placed within the swale.

## DURING CONSTRUCTION

1. Before you dig, call MSSUTILITY at 800-282-8555 or 800-441-8355..
2. There may be no incursion into the road. The Property Owner is responsible for all costs required to repair road damage. Fugitive soils and/or other materials must be broomed/removed from the roadway at the completion of each work day to keep our roadways and neighborhood clean.
3. No vehicles, equipment or trailers of any type may remain on the road after the end of daily work hours.
4. Maintain safety lines/tapes/barricades around open footings and/or basement holes whenever crews are not on site actively working.
5. Maintain silt and parking fences throughout the duration of the project.
6. Materials may not be delivered onto the road, the swale or neighboring properties.
7. Trash and litter must be actively controlled. If a dumpster cannot be pulled in a timely manner or trash is blowing, they must be covered.
8. Dirt piles must be covered by a tarp or stabilized if they are to be present for more than 30 calendar days in order to prevent soil blowing onto neighboring lots.
9. Comply with time and noise restrictions. Music volume must be kept at a volume low enough not to be heard by neighboring residents. Construction work is permitted after 7:00a.m. until 7:00pm, however no outside construction lighting is permitted. **No work of any kind is permitted on Sunday. In addition, no work is permitted on major holidays including: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day. If the major holiday is celebrated off the actual date, both days will be considered the major holiday and no work will be permitted.**

## POST CONSTRUCTION

Builder's (Construction) Security Deposit will not be refunded until:

1. The project is fully complete including the landscape and mailbox installation (if any)
2. The Property Owner confirms stabilization of the lawn and swale. **Note:** the sod laid in the swale must be stapled
3. HARC confirms that the exterior/driveway/landscaping are in accordance with approved plans
4. HARC receives a statement from the Property Owner that the construction and landscaping have been completed to their satisfaction and in compliance with the HARC approved plan.
5. HARC receives a copy of the Certificate of Occupancy (for new construction or major additions/improvements).
6. The Hawkseye Grounds Committee has approved proper swale function after a significant rainfall and that surrounding common areas and neighboring properties has not been damaged or damage has been adequately repaired.

Violation of these requirements will result in fines against the Construction Security Deposit. These policies represent (but do not limit) HARC's interpretation of Architectural Guidelines, and are directed and governed by Article VI, Section 6, subsections A - E, Article VII, Section 5, Article VII, Sections 2 - 5 of our Covenants, and supported by Article III (Legal Restrictions) of Exhibit B Architectural Requirements (among other clauses), including the right to legal action for enforcement, which costs (and attorney's fees) are chargeable to the Lot Owner and constitute a lien on the property.

**WE STRONGLY RECOMMEND THAT BOTH PROPERTY OWNERS AND CONTRACTORS CAREFULLY READ THIS DOCUMENT, AS FAILURE TO ADHERE CAN RESULT IN SIGNIFICANT COSTS AND/OR INABILITY TO WORK IN HAWKSEYE IN THE FUTURE.**

I, the undersigned contractor, have read and understand these responsibilities, and recognize that any failure to comply is subject to withholding from the Construction Security Deposit and/or additional costs that must be paid prior to settlement.

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor's Firm \_\_\_\_\_ Date \_\_\_\_\_

I, the undersigned lot owner, do hereby agree to ensure that my contractor abides by the above responsibilities and other compliance items in effect, and acknowledge that fines may be imposed for non-compliance. I agree to on-site inspections of construction on my Lot # \_\_\_\_\_

Owner's Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

# Hawkseye Architectural Review Committee (HARC)



Hawkseye Property Owners Association

## Construction Security Deposit (CSD)

A SECURITY DEPOSIT IN THE AMOUNT OF \$5,000.00 FOR NEW CONSTRUCTION OR \$2,500 FOR ADDITION/IMPROVEMENT PROJECTS MUST BE RECEIVED FROM THE BUILDER/CONTRACTOR OR LOT OWNER (only for additions/improvements, not new construction) BEFORE **ANY** WORK MAY BEGIN.

This deposit is for road surface repairs, storm water swale repairs, litter and trash debris pickup, cutting of grass and/or weeds on lot during construction, or for any other damage to common property, or for infraction of Contractor responsibilities or Hawkseye Covenants.

This deposit or the unused portion is refundable to the Payee after the Certificate of Occupancy is submitted to HARC, and HARC has completed an inspection of home exterior, lot, Grounds Committee has inspected the storm water swale (after rain), and surrounding common area. The landscape plan must be fully complete before any refund is issued. On seeded lots, grass must take root for the plan to be considered complete. If a Builder's contract does not include landscaping, a new CSD must be received from the Lot Owner (or other payee) before the original CSD is refundable.

If construction has been completed in conformance with *Building in Hawkseye* policies and our Covenants, all CSD monies will be refunded. Fines levied for deviation from policies and/or HPOA expenses incurred to maintain conformance will be deducted from the CSD and the balance refunded to the Payee.

HARC will notify the Builder and lot owner as soon as possible of a violation which might result in a deduction or forfeit of the security deposit. Fines are levied at the discretion of the Board of Directors and are based on the severity and frequency of infractions.

Please make CSD check payable to Hawkseye Property Owners Association (HPOA).

Check # \_\_\_\_\_

\_\_\_\_\_  
Builder/Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lot Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
for Hawkseye Property Owners Association

\_\_\_\_\_  
Date



Hawkseye Property Owners Association

## Approximate Fees for Hawkseye

### Fees subject to change without notice

**County Annual sewer fee:** \$4.65 per front foot of property, billed quarterly

**County Annual service charge:** \$240.80, billed quarterly

**County Sewer Impact Fee:** \$3994.00, due at settlement, to be paid by purchaser(s)

**Tidewater Utilities (Central Water) Fees:** determined at time of construction. Go to [www.tuiwater.com](http://www.tuiwater.com), Home page for Tidewater Utilities "About Us" on the right, Click on tariff, scroll for prices, pages 21 to 28

**HPOA Initial Fee:** \$600, due at settlement, one-time fee applies only to lots purchased directly from developer

**HPOA Transfer Fee:** \$2,000, due at settlement, one-time fee for lots purchased from non-developer property owner.

**New Owner Fee:** \$100, due at settlement, one-time administrative fee which covers record changes and includes 2 pool passes.

**HPOA Dues:** \$1,115, due and payable by January 31<sup>st</sup> annually.

**Trash/Recycling Service Fee:** \$238 annually