

Shark Key Homeowners' Association
Architectural Review Board (ARB)
Contractor's Construction Application

General Information

General Contractor: _____

Address: _____

License #: _____ E-Mail: _____

Mobile # _____ Office# _____ Fax# _____

Shark Key Address: _____ Block# _____ Lot# _____

Property Owner: _____

CONTRACTOR QUALIFICATIONS

For new construction and major remodel, please provide with this application the following:

A. LICENSE AND INSURANCE- Contractor listed on this application shall provide:

- 1) Current copy of contractor's License
- 2) Proof of Workers' Compensation Insurance
- 3) General Liability Insurance with a minimum of \$1,000,000.00 coverage naming Shark Key Homeowners' Association, Inc. as an additionally named insured.

B. STATUS OF COMPLIANCE- Applications will not be accepted from any contractor in non-compliance with current or past projects on Shark Key. The contractor may resubmit when deficiencies and items of non-conformance have been corrected to the ARB's satisfaction.

C. DEPOSIT- Contractor's Deposit will be as described in the Schedule of ARB Application Fees and Deposits. It will be submitted to/and as a condition of obtaining Final Application Approval from the Board.

CONSTRUCTION STANDARDS

All construction conduct and behavior in Shark Key must comply with the Construction Standards of the ARB. Construction will be pursued continuously and diligently. For your convenience, portions of those construction standards from the Environmental Control Policies, Guidelines and Requirements are repeated here:

A. PRE-CONSTRUCTION

When the Owner has received ARB Plan Approval and ONLY after approval, the following requirements must be satisfied before any lot clearing, site preparation, material deliveries or construction may commence.

1) Signs- General contractor and architect signs must be approved by the ARB. Signs may not exceed four square feet and must be erected on the lot not closer than three feet to the road right-of-way. At no time shall a sign or permit be nailed to any tree. Subcontractors will not be permitted to have a sign on the construction site.

2) Deposit- The contractor's deposit shall act as the contractor's bond in the event the contractor's construction activity causes any damage, unreasonable inconvenience, or other injury to any property within Shark Key. The deposit is not to serve as liquidated damages, but only to provide a source of cash funds immediately available for corrections of deviations from the ARB Guidelines or to repair damages to common areas. The Contractor liability will not be limited to the contractor's deposit. Any existing damage to roads, mailbox pedestals or metal mailboxes, curbs, adjoining lots, etc., must be documented and submitted with the application to prevent deductions from contractor's deposit for correction and repair.

3) Permit- Approval by the ARB does not preclude the necessity for obtaining building permits from the County Building Department and other appropriate agencies. ARB approved plans and County Building Department/Agency approved plans may not differ. ARB approved plans shall take precedence in determining ARB compliance.

4) Utility Connections- Building connections for all utilities, including, but not limited to, water, electricity, telephone and cable shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the ARB and the governing utility authority.

B. DURING CONSTRUCTION

1) Prior to the start of construction -Contractor must stakeout location of improvements on the site, request ARB inspection and obtain ARB approval of layout, as well as the removal of any tree greater than 2" in diameter.

2) As Built Survey- As soon as the footings have been installed, the contractor will order a survey by a licensed surveyor of the installed footings with the exterior wall lines of the building(s) and the roof drip edge of the structure(s), clearly outlined and dimensioned to verify that Shark Key setback requirements have been met. Please forward the sealed Foundation Survey to the ARB at the Community Association Company, 305 Whitehead Street, Key West, FL 33040. Withhold any further construction until said survey is approved in writing by the ARB.

3) Inspection- The ARB or its designated representative may enter the property to periodically inspect the construction project to assure compliance with the approved plans and specifications. If deemed appropriate, the ARB may report its findings to the County Building Inspector.

4) Toilet- Each construction site is required to have a job toilet for the use of workers. It must be placed on the site, at least twenty feet from the road right-of-way, in an inconspicuous location with the door facing away from the road.

5) Burning- Fires are not permitted on residential construction sites under any circumstances.

6) Trash Disposal-

(a) Care should be taken when loading trucks and hauling trash to prevent spillage while in transit. Lot owners and contractors shall be held responsible for trash and debris resulting from the construction project.

(b) A commercial dumpster or a suitable trash trailer with a minimum four cubic yard capacity is required on the construction site. It must be placed within the property lines at least twenty feet from the road right-of-way, and the area surrounding it must be kept in a clean and neat manner. The dumpster must be emptied on a regular basis, and in no event shall the dumpster be overloaded.

(c) At the end of each work day, materials must be stored neatly and all trash placed in the dumpster. Trash is not to be strewn about the site or piled openly. It is imperative that all sites be maintained in a clean and professional manner. Contractor and lot owner are responsible for any trash or debris which accumulates on the site or which is distributed onto neighboring properties. Adjacent lot construction trash will be presumed the responsibility of contractor to clean-up.

(d) The shoulder and street in front of the site shall be kept free of construction dirt and debris.

7) Protection of Neighbor's Rights-

(a) The side property lines shall be fenced with temporary construction fencing/netting material approved by the ARB prior to any commencement of work. This fencing shall remain in place until completion of all construction. Placement of temporary structures will be noted.

(b) All construction materials must be kept within the property lines, maintaining a neat street right-of-way. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly.

(c) The use of adjoining properties for access or storage of materials without the written permission of the adjacent lot owner is prohibited. If such permission is granted, proof of permission shall be forwarded to the ARB to be kept on record and adjoining properties shall be restored to original condition by contractor.

(d) Storage structures may not be used as living quarters.

(e) Vehicles shall not be parked on road pavement or street right-of-way.

(f) Construction personnel and subcontractors are not permitted on Shark Key after working hours, nor are they permitted to use the clubhouse bathrooms, recreation areas, common areas, or lagoons at any time. Fishing is NOT permitted on Shark Key.

6) Damage- Any damage to property on Shark Key will be charged to the general contractor. Damage includes injury to property including, but not limited to, shoulder of road, street, and grassy areas from the following, but not limited to, mechanical equipment, vehicles, petroleum products, and personnel (whether willful, negligent, or accidental). Damage caused by subcontractors or material and service providers will be charged to the general contractor. The contractor's deposit shall be a ready source of funds for damages and repairs.

C. Working Hours- Working hours are from 7:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 a.m. through 5:00 p.m. on Saturday. Work will not be performed on Sunday. A gate code will be provided to enter through the gate on designated hours for each work day.

E. FINAL INSPECTION BY THE ARB

- 1) For the final inspection and consideration for final approval by the ARB, the residence must be completed, the landscaping must be installed, and all improvements must conform to the previously approved plans. All construction debris must be removed from the site and the surrounding area. Adjacent property utilized during construction shall be restored to original condition. This means leaving property in mowable condition, spreading 2" topsoil and seeding with grass seed or sprigging.
- 2) After the above has been accomplished, the contractor or the lot owner must request an ARB final inspection prior to any application to certify occupancy. The Chairperson of the ARB will schedule a final inspection. Any unauthorized changes to the previously approved plans must be corrected before a final inspection approval will be issued and the contractor's deposit returned.
- 3) The final inspection review letter, either approval or denial with causes listed, will be sent to the owner and contractor. A copy of the letter will be sent to the Community Association Company authorizing the release of deposits, if applicable.
- 4) If the Final Inspection results in ARB requested corrections, a subsequent "Final Inspection" will be necessary. The homeowner will be charged for each subsequent "Final Inspection" until all items to be corrected have been addressed to the ARB's satisfaction.
- 5) The Shark Key Homeowner's Association will not become involved in disputes between the owner and his/her contractor. Deposits will be returned to the respective owner and contractor by the Association's management company, "The Community Association Company".

The Architectural Review Board shall make periodic inspections and notify the contractor of any on-site violations and try to have the contractor correct these items in a reasonable period of time. If an on-site correction is not made in a reasonable time frame, or if off-site trash and damage problems occur, which are not corrected in a reasonable time frame, the Association will make those corrections at the expense of the contractor, and deduct the cost thereof from the Contractor's Deposit.

AGREEMENT:

I _____, as Contractor for the aforementioned construction project, acknowledge and agree to insure the improvements will be constructed in a professional manner and in accordance with the approved plans and specifications, and I further acknowledge and agree that:

1) I have read and understand the Shark Key Declaration of Covenants and Restrictions and The Shark Key Environmental Control Policies, Guidelines and Requirements applicable to the property. I agree to comply with all of the aforementioned documents.

2) I am responsible for completing the project as described by the drawings and specifications as approved by the ARB, and understand that any proposed changes must be submitted to, and approved by, the ARB prior to implementation.

3) I will maintain a clean construction site at all times, including but not limited to, commercial dumpster(s) and job toilet(s) and lay-down area in conformance with the Guidelines.

4) I am responsible for the conduct and performance of all workers supplying services or materials on this project at all times while they are on Shark Key.

5) I understand the Deposit will be held in a non-specific, non-interest bearing account and shall be returned after satisfactory completion of the Final Inspection, less any deductions for corrections or damages.

6) Fees may be paid by Shark Key Homeowners' Association, Inc. for repair of damages, the correction of changes not approved by Shark Key Homeowners' Association, Inc. Architectural Review Board, or work contracted to improve the appearance of untidy sites. I authorize the ARB to utilize my deposit as a primary funding for the aforementioned fees.

7) I agree to abide by all the terms and conditions outlined above and agree to indemnify and hold harmless the Shark Key Homeowners Association, Inc. and its officers, directors, members and agents against any and all claims, demands, damages, costs and expenses, including attorney's fees for the defense thereof, arising from acts or misconduct related to the above mentioned construction.

APPLICATION, DEPOSIT, AND AGREEMENT MADE THIS _____ DAY OF _____, 20_____

(Contractor Signature)

(Witness Signature)

(Contractor Print Name)

(Witness Print Name)

CONTRACTOR'S APPLICATION AGREEMENT APPROVED THIS _____ DAY OF _____, 20_____

BY: _____
SHARK KEY HOMEOWNER'S ASSOCIATION, INC.

(PRINT NAME)