



## **RULES PERTAINING TO CONSTRUCTION SITE IN LOWE'S FERRY SUBDIVISION**

1. Construction activity of *ALL TYPES*, including but not limited to grading, planting, boring and building, shall be limited to the hours between 7:00 AM and 6:00 PM, Monday through Saturday. *Activity on Sunday is STRICTLY PROHIBITED.*
2. Contractor must supply a heavy-duty trash can with attached and locking lid and heavy duty liner for personal trash (soda cans, lunch wrappers, etc.)
3. All trash and refuse must be removed from the site daily.
4. Trash receptacle / dumpster is to be placed on the construction site and must be emptied when full. Storage of the dumpster on the road is *PROHIBITED.*
5. All supplies and materials that are stored on site are to be stored in an organized fashion and must be immediately removed if they are not to be incorporated in the improvements.
6. Lot Owner & Contractor are responsible for the cost of repairing damage to Lowes Ferry roads caused by any contractor and sub-contractors during construction.
7. Trucks over thirty (30) tons are *NOT PERMITTED* on Lowes Ferry roads.
8. The roadway in front of the construction site must be kept clean and swept daily.
9. Lowes Ferry Road has a one-way roundabout that exits onto Pride Road, Weatherspoon Road, and Promontory Point - the front entrance of Lowe's Ferry subdivision. Owners and Contractor are responsible to insure all sub-contractors obey the proper traffic flow and speed limits. Penalty for failure to comply will result in the contractor being black-balled from constructing future homes in Lowes Ferry.
10. Use of surrounding Lots not owned by Owner(s) of the Lot under construction is prohibited without signed, written permission from the adjoining Owner(s) of the property involved. Copy of completed Permission to Trespass Form must be submitted to the Association prior to commencement of construction.
11. Damage to any other parcel or property in the subdivision is prohibited.
12. Upon commencement of construction, Owner is then responsible for maintaining & mowing their Lot.
13. Lot Owner is required to provide a copy of the Rules to their contractor who in turn must supply copies to his sub-contractors.
14. Lot Owner is required to incorporate the Rules into their contract with the contractor.
15. In the event any violation of the Rules is not remedied within 5 days after notice is given to Lot Owner, the Association may, but is not obligated, remedy the violation.
16. In the event the Association incurs costs to remedy any violations, those costs shall be a fee and shall be reimbursed by the Lot Owner immediately upon being presented with a bill. Any fee not paid within 15 days of being presented with a bill shall be in default and bear interest at a rate of 5% PA. Such fee, interest and all costs incurred by the Association in connection with the collection of any such charges, including, without limitation, reasonable attorney's fees, shall be collectible by the Association and shall constitute a lien

upon any Lot within the subdivision owned by the Lot Owner. The Association shall have the right to proceed at law or through equity to foreclose such lien. All such charges shall also be the personal obligation of the Lot Owner against whom they were assessed.

ACKNOWLEDGED

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

Name of Lot Owner(s) \_\_\_\_\_

Signature of Lot Owner(s) \_\_\_\_\_

Date: \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Date: \_\_\_\_\_