

**BLUE MIST FARMS**  
**FINAL CONSTRUCTION PLAN**  
**LOT OWNER/CONTRACTOR AGREEMENT**

**Location:**

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

**Lot Owner:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

**Contractor:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

Contractor's North Carolina License Number: \_\_\_\_\_

Have you built in Blue Mist Farms before? (circle one)                      Yes                      No

**Lot Owner Agreement:**

As Lot Owner for the construction project referred to above, I hereby submit (\$2000.00) in good faith to the Blue Mist Farms (BMF) Property Owners Association (Association) as a Construction Deposit Fee for insurance that the construction will be implemented in accordance with the Final Construction Plans as approved by the BMF Board of Directors (Board).

I understand the Fee submitted will be returned in full after satisfactory Final Review, unless a deduction is necessary for any work efforts required to clean up any untidy construction site, or repairs are necessary to gates, streets, street lights, road shoulders, community landscaping, common areas, etc., or for any changes not approved by the Board. Should the entire amount of the Fee be required to cover the cost of damages or fines, I will be required to immediately pay any additional fees established by the Board. I will notify the Board immediately if any damage occurs.

**Lot Owner:**

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

signature

**Lot Owner:**

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

signature

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(continued)

**Lot Owner and Contractor further agree that:**

1. I have read the Blue Mist Farms Architectural Design and Development Guidelines and do agree to follow them in full understanding.
2. I agree to construct and fulfill the plans and specifications as approved for this project in the Final Construction Plan Review by the Board. Any changes to these plans will be first approved by the Board prior to implementation.
3. I am responsible for the behavior and actions of all workers contracted to do this job while they are at Blue Mist Farms. I understand that no individuals will be allowed to reside in the structure under construction or on the premises. All workers contracted for construction of this project shall only be onsite from the hours of 7:00 a.m. until 7:00 p.m. on weekdays; 8:00 a.m. until 5:00 p.m. on Saturdays; and no construction will be allowed on Sundays or New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day.
4. I will instruct subcontractors and working personnel to maintain a dumpster on the Lot under construction. This dumpster shall not exceed capacity and will be scheduled for pick up when the container exceeds 75% of capacity. All construction sites are to be cleaned daily to eliminate potentially hazardous situations. Additionally, construction materials must be kept out of the street right-of-way at all times to facilitate the access of emergency vehicles onto Blue Mist Farms streets. No adjacent Lots, undeveloped areas, or common areas can be used for dumping debris of any kind. Failure to abide by these Guidelines will result in possible fines at the discretion of the Board. It may also result in the immediate prohibition of a contractor or subcontractor from working in Blue Mist Farms.
5. I understand that open fires are prohibited on any project site. No burning of trash or debris is permitted.
6. At least one (1) portable toilet is required at a site. It is to be serviced regularly and is not to become a nuisance due to neglect or any other reason.
7. I agree that worker parking will not impede ingress or egress of emergency vehicles or residents to and from their homes. Parking will not block mailboxes or in any way prevent delivery to current residents. Parking shall be on paved streets and driveways. Vehicles will be towed if these guidelines are not adhered to. Workers will abide by the speed limit of 25 mph.
8. To avoid injuries to workers and damage to underground utilities, contractors will request locations of all underground utilities. This requirement will relate to any construction, including foundations, fences, landscaping, etc. I realize I will be liable for any damage to underground utilities which may result of a failure to properly locate underground utilities.

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(continued)

9. I will provide a sediment containment plan to the Board prior to construction. This plan will be utilized throughout the entire construction phase. Any failure or deviation from this plan will result in the possibility of fines. Any damage to adjacent lots, streets, or common areas will be addressed and fines imposed accordingly. Any failures in containment will be immediately addressed and corrected. I understand the Board may also contact the Buncombe County Erosion Control Board if necessary to correct erosion problems at the site.

10. I understand that no solvents, paints, or other hazardous materials may be dumped onto the site or any adjacent sites, undeveloped areas, or common areas. They must be disposed of in accordance with state and local regulations. Concrete trucks and/or asphalt trucks are prohibited from dumping excess concrete and/or asphalt anywhere in Blue Mist Farms. Workers must immediately clean up accidental spills. Any deviation from this will result in fines, along with complete billing for removal of contaminated soil or debris. State and local authorities will also be notified of any hazardous spills in Blue Mist Farms. Workers responsible for violations of these Guidelines will be banned from further construction in Blue Mist Farms.

11. I understand the members of the BMF Architectural Review Committee, Board of Directors, and Phoenix Properties agents are permitted to enter upon the proposed site for the purpose of inspecting the project, and that such entry does not constitute a trespass.

12. Nothing contained herein shall violate any of the provisions or Building and Zoning Codes of Buncombe County, to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restriction. Any required county permitting will be completed.

13. It is understood that any approval of the project will be automatically revoked if the project has not begun within six (6) months of the approval date. The Blue Mist Farms Declaration of Covenants, Conditions, and Restrictions require completion of the project within one (1) year of start date. An extension may be requested for consideration by the Board if extenuating circumstances warrant.

**Lot Owner:**

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

**Lot Owner:**

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

**Contractor:**

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

Issued: August 2006