

**Attachment 1**

TO: Architectural Control Committee (ACC)  
Brandywine Owners Association, Inc.

FROM: Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

**SUBJECT: REQUEST FOR APPROVAL OF CONSTRUCTION OF RESIDENCE:**

LOT # \_\_\_\_\_ SECTION \_\_\_\_\_ MAP \_\_\_\_\_ STREET \_\_\_\_\_

We request your approval to build a single-family house starting on or about \_\_\_\_\_ for completion on or about \_\_\_\_\_. We have read, understand, and will abide by the “Declaration of Covenants and Restrictions Brandywine Bay Development” and will require that the next owner of this property (should it be sold) sign and accept the same “Covenants”.

In addition, we confirm that construction will meet all requirements of:

1. The North Carolina Building Code
2. The Morehead City Planning Commission
3. The Resort Residence Planned Unit Development Zoning District

We also specifically agree and will conform to the following:

1. The house will be built exactly to the dimensions and specifications attached to this request. Any change contemplated during construction will be brought to the immediate attention of the ACC for consideration.
2. The house will be erected and located according to the attached plat plan dimensions and landscape details. Construction will comply with any amendments or changes to the submitted plans that are required by the ACC.
3. If septic tank is to be used a copy of the “perk” certification is attached. Local regulations regarding septic tanks, fields, etc. will be rigidly followed.
4. A \$1,300.00 Construction Bond and a non-refundable \$200.00 Application Fee are attached to insure compliance by owner and contractor to construct the house in accordance with the plans, specifications, and this application as approved. Non-compliance will result in forfeiture of the construction bond (in total or in part). Further, the Board of Directors of the BOA, upon the recommendation of the ACC, may assess a

penalty of up to \$100 per day for non-compliance of covenants. Collection of attorney's fees and costs of any legal procedures will be added to any monies due the BOA.

5. We will keep the worksite and adjacent areas (including roadway) clean. If the site is not satisfactory within seven (7) days after written warning, we agree that payment for cleanup of \$100.00 per day will be charged against the construction bond. A Dumpster will be placed on site to be used for trash (food wrappers, bags, cans and bottles). Contractor will advise employees and all sub-contractors that use of this container is mandatory.
  
6. Owner agrees to provide the ACC, prior to starting construction, a Drainage Plan and a Silt Retention Plan. The Drainage Plan must provide for adequate drainage to/from all adjacent property lines and the roadside drainage ditch. The Silt Retention Plan must provide for substantial silt retention prior to or at the time site fill and/or site grading commences. This may include installing silt screen fencing around the entire site including the driveway across the drainage culvert and /or silt catch basins. A 15-inch (minimum) drainage culvert must be installed and appropriate drainage ditches must be dug from adjacent property lines along the roadside at the start of construction so that at no time will drainage be blocked in roadside ditches. Owner will pay for damage to drainage ditches, including silt clean out, roads, etc. unless owner makes satisfactory repairs before completing construction. Repairs may result in additional assessments if the repairs exceed the amount of the construction bond. Owner agrees to install all grading, drainage ditches, and culverts as may be required by the ACC and/or the Drainage Committee. Owner recognizes that drainage problems may not appear until after construction and final grading is complete and an adequate period of rainfall has been experienced and therefore Owner agrees to perform required drainage work **AFTER COMPLETION OF CONSTRUCTION AND/OR RELEASE OF THE CONSTRUCTION BOND.**
  
7. Recognizing that others live nearby, we will minimize dust, noise, etc. during construction. Specifically, we will not start work before 7:00 AM and will cease work by 8:00 PM (except for necessary finish work on concrete surfaces). Loud radios will not be permitted, trucks will abide by speed limits, and equipment will be operated as quietly as possible. This also applies to sub-contractors. County approved fires will be completely extinguished upon completion of daily work.
  
8. We will erect no more than two staked signs on the lot each not to exceed two feet by two feet maximum. One of the signs can be used for the builder's name and phone number and the other sign can contain the realtor's name and phone number. No other signs will be permitted.
  
9. All building materials must be of a quality consistent with superior building construction. No outside sheathing and/or inside material will be acceptable for use

unless it exceeds minimum standards as described by the North Carolina Builder's Association.

10. Contractor, designated in this request, is the authorized agent of the owner and the owner will be bound by statements, actions, and agreements made by contractor in obtaining approval of the ACC.

11. Any member of the ACC or the Drainage Committee shall have access to the property and construction for inspection purposes prior to completion.

We agree to maintain the unique and valuable woodland aspect of Brandywine Bay. We will minimize tree removal and shrubbery damage. It is our intention to build this house to conform to good building practices so the result will be a credit to the community.

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

PROPERTY OWNER

CONTRACTOR

- Enclosures:
- (3) Sets House Plans # \_\_\_\_\_
  - (3) Sets House Specifications
  - (3) Sets Lot Plats (by licensed surveyor)
  - (3) Sets Landscape plans
  - (3) Sets Drainage Plans and Silt Retention Plan
  - (1) Approved "Perk" Certificate (if septic tank is to be used)
  
  - (1) Construction Bond of \$1,300 and (1) non-refundable Application Fee of \$200 Payable To Brandywine Owners Association, Inc.

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