

Legacy Hills

EXHIBIT C

\$ 500.00 LEGACY HILLS CONSTRUCTION AGREEMENT

1. This deposit should be from the property owner or contractor.
2. Your builder can cause you, or the builder to lose all or part of the \$500.00. We recommend that property owner ties this burden into contract of the builder.
3. It is the responsibility of each property owner that all restrictions are followed, all ACC guidelines are met, and their home sites along with adjoining properties are kept neat and clean during and after construction.
4. You and your builder should be aware of the following items that must be addressed daily during construction:
 - a. Your home site (and adjoining properties) is kept clean, neat and graded for positive drainage, and maintained.
 - b. YOU MUST HAVE A DUMPSTER ON JOB SITE, unless it is kept clean on a weekly basis for the purpose that shingle wrappers, empty mortar bags, Styrofoam, visqueen, felt, mostly fast food trash does not encroach onto any other properties in the community.
 - c. If other lots have trash from your site, you will be notified and possibly charged with a clean up fee.
 - d. No dirt, sand or other materials are to be tracked into the streets. The contractor must immediately clean it up.
 - e. All construction lots are to be cut and completely cleaned. No weeds will be allowed. If you do not maintain your site accordingly, we will do so for a fee.
 - f. Insure that your plans are being strictly adhered to (any exterior changes must be first approved by the ACC).
 - g. A porta potty is required on all job sites and must be anchored down.
 - h. YOUR DEPOSIT WILL NOT BE REFUNDED UNTIL THE ACC OR HOMEOWNERS' REP HAS INSPECTED YOUR LOT AND HOME FOR COMPLIANCE AFTER CONTRUCTION.
5. The ACC, being the enforcement arm of the Property Owners' Association, has the right to spend all or part of the deposit to insure that your standards, restrictions, rules, regulations, policies, procedures, and guidelines are being met. We will try to contact you or the contractor before spending your money to correct these deficiencies. Additionally, the ACC reserves the right to lien your property and seek Injunctive Relief whenever the \$500.00 is insufficient.
6. The ACC is trying to uphold your property value and your standards. You will find our intentions are sincere and we are here to help you.

Example of how it works: We will attempt to contact the property owner or contractor to give him 24-48 hours to correct the problem. Once this time expires, the ACC will hire someone to remedy the problem with the deposit money. If we are unable to locate the property owner or contractor in a reasonable amount of time, we will remedy the problem without giving 24-48 hour notice.

IF THE ACC HAS TO GO INTO YOUR DEPOSIT, YOU WILL BE REQUIRED TO BRING IT BACK UP TO \$500.00 BEFORE YOU CAN RESUME CONSTRUCTION ON THE EXISTING LOT OR BUILD ANOTHER HOUSE OR HOME ON ANOTHER LOT.

ACC Member

Date

ACC Member

Date

ACC Member

Date

Builder

Date

Property Owner

Date