



# Architectural Standards

May 18, 2016

## **Builder/Developer/Owner Construction Agreement**

In consideration of a \$250.00 building application fee paid by the Builder/Developer/Owner to the RHOA, and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned agree to the acceptance and implementation of the Architectural Standards outlined in this document. All builders, developers and subcontractors will provide current NC licenses, insurance certificates and business references to the RHOA prior to breaking ground. This agreement applies to any type of construction within Riverwind to include, manufactured, modular and “stick built” dwellings on the lots within Riverwind. Manufactured homes are only allowed to replace existing Manufactured Homes. Modular or “stick built” homes will only have garages, No carports.

### **Terms of Construction**

We further agree that the term of construction will take no more than six months upon approval of the building application. Application approval should be completed within ten days. Any additional time required for construction will require an additional \$250 fee to request another 30 day extension.

### **Building Plans and Specifications**

Applications for building in Riverwind must include plans, specifications and samples of materials being used (exterior siding & trim and shingles) before construction can commence. The footprint of the house on the lot should display the setbacks and direction of any drainage. Standardized housing elements are on an approved list from the RHOA. Optional features are suggested on attachment A.

### **Outside Appearance**

Homes built in Riverwind will be similar in appearance to the homes in the neighborhood in which they are placed. Items identified in the applicable Riverwind regulations (Covenants etc.) pertaining to underpinning, roofs, siding, and special appearances need to be acknowledged as regulating and as applying to the construction contemplated. The RHOA will provide the final community mailbox.

- All lots will be surveyed and marked before construction
- No basements and No slab construction will be allowed
- Sidewalks and Driveways will be concrete with a minimum 10” metal culvert installed
- Roofing - Architectural fiberglass shingles, ridge vents and baffles from soffits toward ridge vent ending above insulation
- Brick underpinning on foundation with crawlspace with automatic venting
- Vinyl siding should be in the 4/4 Dutch Lap style if available
- Landscaping - topsoil & seed minimum, sod (optional and paid by customer)
- Additions need to be the same specifications as the existing structure(s)

### **General Rules for Contractors**

The following rules apply to all contractor personnel within the subdivision limits of Riverwind.

- Construction times will be confined to a Monday - Saturday schedule from 7am - 6:30pm. No Sunday or Holiday work should be scheduled. Holidays are indicated on attachment B.

- Contractor is required to keep the job site as clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials must be removed daily. Stockpiling of trash or any material on adjacent lots or streets is not permitted. If trash and debris becomes a noticeable problem, the site supervisor will be notified and given five (5) days to clean up the site. If the site has not been cleaned, Riverwind will remove the debris and charge the builder for the cost of removal.

- Mud/silt/debris-free street and proper erosion control are the responsibility of the contractor. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt and debris.
- Portable toilets must be provided for workers and are required by Henderson County.
- Vehicles are to be parked on one side of the street only or on the site being worked and not on adjacent lots.
- Concrete delivery trucks may be washed only on the immediate construction site.
- Loud radios or noise will not be allowed within the community. Do not mount speakers on vehicles or outside of homes under construction.
- Only employees of the contractor or subcontractors are allowed on the property. Spouses may drive workers to the site and pick them up, but must not remain on the property unless they are employees of the subcontractors. No children will be permitted on the property.
- No contractor will be permitted to bring pets or alcohol on the property.

**Assessments and Property Taxes**

Each plat or undeveloped lot will be levied an assessment of \$80 per month or the current rate charged by the Riverwind Homeowners Association (RHOA) at the time of application approval. The assessment for an improved property with dwelling constructed and ready for sale will be \$100 per month or the current rate charged by the RHOA. The builder/developer is required to pay this assessment until there is a new owner of the property. That new owner will then be obligated to pay the assessment charged under the Governance Documents of the community. The property taxes are the responsibility of the owner of record

**Impact Fees**

Prior to commencement of any construction, breaking of ground, the Builder/Developer shall pay an impact fee of \$1000.00 to the RHOA which fee fairly represents the impact which the subject building will have on the community, the existing improvements, amenities and roadways thereof.

**Utilities** \_\_\_\_\_ **Builder/Developer/Owner** \_\_\_\_\_ **RHOA**

All utility connection fees will be paid to the service companies that provide electricity, natural gas, water or sewer service. Any disruption of service to the community caused by construction will constitute a fine of up to \$1000 a day at the discretion of the Board until service is restored.

**Payment of Assessment, Impact Fees and Fines**  
 \_\_\_\_\_ **Builder/Developer/Owner** \_\_\_\_\_ **RHOA**

All payments of assessments will be made in the first ten days of the month, subject to a ten percent late fee for every day the payment is delayed. All impact fees will be paid before ground is broken to begin construction. Payments will be made to RHOA, 30 Riverwind Drive, Hendersonville, NC 28739. All assessments, impact fees and fines are non-refundable under any circumstances.

In the event that legal services are required to settle any disputes or payment difficulties, the fees and charges for those services will be added to the amount in question. If necessary, liens will be placed upon the property and/or dwelling until the issues in conflict are resolved to the agreement of both parties. Authority for enforcing the terms, obligations, fees and fines herein can be found in the Governance Documents of the community or the North Carolina Planned Community Act.

We the undersigned agree to the terms and conditions laid out in this document. This agreement binds the builder/developer/owner, and its successors or assignees, and the RHOA to the terms of the agreement until the last plat is completed by the signed builder/developer/owner. If a single plat or less than ten plats are being developed, each plat will be required to be completed within six months as described above. If no building or development has taken place in five years, the builder/developer status will revert to an owner subject to all Governance Document policies to include assessments and impact fees.

IN WITNESS WHEREOF, the Builder/Developer and RHOA have hereunto set their hands and seals the day and year first above written.

RIVERWIND HOME OWNER'S  
ASSOCIATION, INC., a North  
Carolina non-profit corporation

BY: \_\_\_\_\_  
President

BUILDER/DEVELOPER/OWNER:

\_\_\_\_\_  
BY: \_\_\_\_\_  
Owner/Managing Director  
STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I certify that the signatories personally appeared before me this day to sign the foregoing document.

Date \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*Official Seal*

\_\_\_\_\_  
Typed or Printed Notary Name

My Commission expires \_\_\_\_\_



## Application Form & Checklist

**Submit To:**  
Riverwind Homeowners Association  
30 Riverwind Drive  
Hendersonville, North Carolina 28739

Application Date \_\_\_\_\_

Approval Date \_\_\_\_\_

<b>Project Location</b>
Lot# _____
Street Address _____
City _____
State _____ ZIP _____

<b>Owner</b>
Name _____
Mailing Address _____
City/State/ZIP _____
Phone: _____
eMail: _____

<b>Contractor/Builder</b>
Firm _____
Name _____
Mailing Address _____
City/State/Zip _____
Phone: _____
eMail: _____

<b>Contractor/Builder Licensing</b>
North Carolina _____
Insurance _____
Permits _____

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Application Form with Fee | <input type="checkbox"/> 4. Floor Plan                         |
| <input type="checkbox"/> 2. Impact Fee                | <input type="checkbox"/> 5. Architectural sketch or Photo      |
| <input type="checkbox"/> 3. Site Plan                 | <input type="checkbox"/> 6. Survey of target property          |
| a. Property Boundaries                                | <input type="checkbox"/> 7. Samples of Building Materials Used |
| b. Dwelling Footprint on Property                     | <input type="checkbox"/> 8. Lot Pinned and Corners Staked      |
| c. Setbacks   | <input type="checkbox"/> 9. Landscaping Addressed              |
| d. Easements  | <input type="checkbox"/> 10. Licensing & Permits               |
| e. Drainage plan                                      |  |

<b>Project</b>
Start Date (mm/dd/yy) ____/____/____ Target Date (mm/dd/yy) ____/____/____

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
RHOA Representative

## **FEATURES MANY 55+ PEOPLE CONSIDER**

Hardwood flooring

Thermal pane windows

Ceiling fans

Ceiling lights

Elongated handicap toilets

Fiberglass tub/shower

Fiberglass shower for handicap

Medicine cabinets

Fireplace

6 panel doors

Lamp outlets controlled by switch, living and bedrooms

Separate switches for ceiling fans and lights

A/C w/heat pump

Gas heat, dryer, hotwater

Prewired TV jacks, Prewired phone jacks, Prewired computer outlets

Plumbing for icemaker

Porches and decks

Garage, 1 or 2 car, w/storage

## **HOLIDAY SCHEDULE**

The following Holidays are days when no construction should occur.

New Years Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day



**Residential Application for Sewer Service  
JACABB Utilities**

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

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

Requested Service Start Date: \_\_\_\_\_

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

DL#: \_\_\_\_\_ State: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

**Tap Fee of \$395 for Riverwind Home Owners**

**Mail completed form to:**  
**JACABB Utilities, LLC**  
**210 W. North Second Street**  
**Seneca, SC 29678**

**Fax completed form to:**  
**864-882-0851**

**Or Email completed form to:**  
**[Miranda@goldieassociates.com](mailto:Miranda@goldieassociates.com) or [saram@goldieassociates.com](mailto:saram@goldieassociates.com)**