

San Juan River Village Owners & Contractors Building Agreement

The owner and contractors agree to abide with the SJRV POA Building Guidelines and the Covenants, Rules & Regulations, and Stipulations below:

Contractor Agreement:

1. The Contractor agrees that he/she has read, understands, and agrees to abide by the SJRV POA Covenants, Rules & Regulations, Guidelines, and Stipulations, and will be responsible to ensure that all of his/her subcontractors and employees comply. Fines will be assessed according to the POA Rules & Regulations Guidelines and fines for noncompliance will be the responsibility of the property owner.
2. The Contractor acknowledges that the speed limit on all San Juan River Village roads is 15 mph and agrees to comply, and will require all subcontractors and employees to comply with the speed limit. Speeding violations are subject to fines set out in the rules and regulations as set by the SJRV Metro Board.
3. The Contractor agrees that all structures built or placed in SJRV shall comply with the most recent applicable edition of the Uniform Building Code (UBC).
4. The Contractor agrees that all excavated materials, construction materials, tools, and equipment shall be kept within the boundaries of the property on which the contractor is working. The Contractor agrees that the roadway will not be used for vehicle parking, portable toilets, shipping containers, and/or any other materials.
5. The Contractor agrees that if the roadway needs to be used and may affect traffic, then the Contractor will notify the POA, Metro District, and all affected homeowners at least 24 hours before the roadway is used. The Contractor must receive approval from the Metro District before proceeding. If approved by the Metro, the roadway cannot be blocked for more than four (4) hours.
6. The Contractor agrees that no open burning by the contractor at the building site will be permitted without a burning permit issued by the appropriate County agency.
7. The Contractor agrees that all construction debris shall be removed from the building site and be properly disposed of in a timely manner.
8. The Contractor agrees that an enclosed self-contained portable toilet is required on site prior to construction on all projects where there is not an existing working bathroom.
9. The Contractor agrees that per SJRV Protective Covenants the exterior of the project must be complete and construction waste cleaned and removed within one (1) year from the commencement of construction.
10. Should a stop work order be issued by the SJRV Architectural Committee, Contractor agrees to cease work until the issue has been resolved and the stop work order is rescinded.

Owner Agreement:

1. The Owner agrees that he/she has read, understands, and agrees to abide by the above provisions, Covenants, Rules & Regulations, Guidelines, and Stipulations of the SJRV POA.
2. The Owner grants permission to the SJRV POA Board and its representatives to access the property to assure that the building being constructed conforms to the Application and Plans submitted and approved by the SJRV POA Board.
3. The Owner agrees to pay any fines assessed to the property by SJRV Metro or SJRV POA, if a hearing determines that a violation has occurred.
4. The Owner understands that in the event that legal action is required to enforce the terms of this agreement, or any of the terms contained in the Covenants, Rules and Regulations, Guidelines, and Stipulations, and if the legal action prevails, the Owner will be required to pay reasonable attorney fees and costs incurred by the SJRV POA.

Property Owner's Signature

Date

Contractor's Signature

Date

Property Owner's Name (Print)

Contractor's Name (Print)