

MISTY HARBOR
APPLICATION FOR CONSTRUCTION

Please contact arb-mh@outlook.com to arrange PLAN delivery instructions.

Hand Deliver or Mail this Application to:

**Misty Harbor ARB
488 Marina Isle Drive
Woodbine, GA. 31569
arb-mh@outlook.co**

LOT NUMBER _____

OWNER

BUILDER

Name

Name

Address

Address

City, State, Zip

City, State, Zip

Telephone

Telephone

Email

Email

Home Dimensions:

First floor heated _____ sq. ft.

Second floor heated _____ sq. ft.

Total heated _____ sq. ft.

Garage _____ sq. ft.

Porches _____ sq. ft.

Total under roof _____ sq. ft.

Elevation of first finished floor _____ ft. above M.S.L.

Expected date of commencement of construction: _____

(Note: all construction and landscaping shall be completed within 1 year of permit date)

Items that must be submitted for review:

1. Site plan - including tree survey- as specified in the ARB guidelines
2. Floor plans - as specified in the ARB guidelines
3. House elevations - as specified in the ARB guidelines
4. Building & Wall sections - as specified in the ARB guidelines
5. Landscaping plan - to include elevation, drainage and grading plan as specified in the ARB guidelines
6. Exterior materials & colors - as specified in the ARB guidelines
7. Mailbox plan - provide diagram or picture, or note use of Misty Harbor standard mailbox
8. Completed application form, letter of compliance, and construction impact fee of \$1,000.00 *and a \$1,000 deposit, refundable after approved construction plan, including landscaping, is completed*, made payable to Misty Harbor Architectural Review Board.

Exterior Materials and Colors

Include samples of all materials; include manufacturer's name and product number

	Material	Color
Siding		
Stem Wall		
Brick		
Roofing		
Fascia and Trim		
Shutters		
Exterior Doors		
Windows		
Porches		
Other		

SCHEDULE OF VIOLATIONS AND FINES	
1. Clearing of site without approval or obtaining a Misty Harbor building permit (includes unauthorized tree removal). After approved clearing, all removed trees and plant material shall be hauled away within 2 weeks.	\$1000 per violation. This violation warrants possible expulsion of the responsible contractor.
2. Unauthorized removal of natural buffers	\$1000 per violation. This violation may result in revocation of the building permit.
3. Construction or landscaping that does not conform to plans approved by the ARB. (To be assessed concurrently if not corrected within 7 days).	\$500 per violation. This violation warrants possible expulsion of the responsible contractor.
4. Trespass on adjoining lots and properties, including equipment, material storage, etc. Trespass of private property without written consent from the owner is prohibited.	\$500 per violation.
5. Entry or exit via the front entrance gate by any builder, subcontractor, or their employees.	\$100 per violation.
6. Failure to provide a dumpster for construction trash or failure to keep site clean of debris.	\$100 per week.
7. Failure to provide a portable toilet at the construction site.	\$100 per week.
8. Burning debris or making a fire of any kind.	\$100 per violation.
9. Placement of any signs not in compliance with the ARB guidelines.	\$50 per violation.
10. Violation of any part of the ARB guidelines not addressed above.	\$100 per violation.
11. Occupying a house without at Misty Harbor Certificate of Occupancy	<i>\$1,000 plus \$100 per week until Certificate of Occupancy is issued.¹</i>

MISTY HARBOR LETTER OF COMPLIANCE

In accordance with the Declaration of Covenants, Conditions, and Restrictions for Misty Harbor, no exterior structure or improvement shall be placed, erected, installed, or made upon any lot without written approval of the ARB. This includes, but is not limited to, staking, clearing, excavation, or grading of any lot. Once plans are approved there can be no deviation from the approved plans without written approval of the requested change from the ARB. Any structure, improvement, or landscaping placed or made without written approval from the ARB shall be deemed nonconforming. Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an owner fail to remove and restore the property as required, the ARB and the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the owner and collected as a Specific Assessment.

All owners, builders, and subcontractors must comply with the rules of construction as described in the ARB Guidelines. Any violation of these rules shall be subject to fine in accordance with the attached Schedule of Violations. These fines may be charged concurrently if the violation is not remedied in the specified time, or if repeated. Failure to pay an imposed fine shall result in the placement of a lien on the property, preventing any sale of said property until such lien is satisfied.

The home shall not be considered to be completed until all landscaping has been installed as depicted in the approved landscaping plan. Once the buildings and landscaping are completed, a final inspection by the ARB shall verify conformance with the approved plans and issue a Misty Harbor Certificate of Occupancy. No home shall be occupied prior to receipt of the Misty Harbor Certificate of Occupancy.

Neither the Association Board of Directors or the Architectural Review Board nor their respective members, Secretary, successors, assigns, agents, representatives or employees shall be liable for damages or otherwise to any one requesting approval of an architectural alteration by reason of mistake in judgment, negligence or non-feasance, arising out of any action with respect to any submission. The architectural review is directed toward review and approval of site planning, appearance and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof,

Any unpaid assessment or fines levied for violations of Association and/or costs of repair for damage to Association property during construction by the owner, contractor, subcontractors, suppliers, laborer, and any person associated with the construction will be deducted from the deposit. Deduction of unpaid assessments and/or fines or costs of damage repair from the deposit does not relieve the owner of liability for any unpaid balance of assessments, fines and or costs of damage repair that exceed the construction deposit.

Your signature on this document verifies that you have received, read, understood, and shall comply with the Declaration of Covenants, Conditions, and Restrictions, and the Architectural Review Board Guidelines, and that any failure to comply with the rules during construction will result in a fine.

I understand and agree that no work on this request shall commence until written approval of the Misty Harbor Architectural Review Board has been received by me. I represent and warrant that the requested changes strictly conform to the Declaration and that these changes must be made in strict conformance. I understand that I am responsible for complying with all city and county regulations.

OWNER: _____

Date: _____

BUILDER: _____

Date: _____