

STATE OF NORTH CAROLINA
COUNTY OF LEE

CONSTRUCTION INDEMNITY AGREEMENT

This agreement, made this _____ day of _____, 20____ by and
between
WOODMERE-TRENTWOOD PROPERTY OWNERS ASSOCIATION, Inc., a corporation
organized and existing under the laws of the State of North Carolina with its principle place of business in
Lee County, NC (hereinafter referred to as "the Association"); and

_____, a natural person or persons residing in
the County of _____, State of _____,
(hereinafter referred to as "the Owner" or "the Owners"); and

_____, a construction company doing
business in Carolina Trace, Sanford, Lee County, North Carolina (hereinafter referred to as "the
Contractor").

WITNESSETH:

WHEREAS, the Owner holds title to Lot _____, Woodmere-Trentwood Property Owners
Association (Subdivision), Carolina Trace, Sanford, North Carolina, and desires to perform construction,
alter an existing building, or make improvements to grounds which require approval of the Architectural
Committee of Woodmere-Trentwood as designated in the Reservations and Restrictions,

Section 2 (Architectural Control), and

Section 3 (Approval of Builders), and

Sections 4, 5, 6, and 7 (Building requirements and locations), and

Section 8 (General Requirements)

WHEREAS, the Association desires to insure that the appearance of the subdivision and the roads
are properly maintained during the period of construction and that the area is left clean and free of debris;
and

WHEREAS, the Owner desires to assure the Association that the appearance of the subdivision
and the roads will be properly maintained during construction,

NOW, THEREFORE, in consideration of the issuance of a certificate of construction approval by
the Architectural Committee of the Woodmere-Trentwood Property Owners Association, Inc. to the Owner,
and in further consideration of the mutual promises and covenants herein contained, the parties to this
agreement do agree as follows:

continued . . .

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1. Receipt of Reservations and Restrictions. The Owner and/or Contractor acknowledges that he/she has received a copy of the statement of Reservations and Restrictions applicable to all property in the Woodmere-Trentwood Property Owners Association (subdivision), Carolina Trace, Lee County, NC.
2. Submission of Plans. The Owner and/or contractor must submit a complete Surveyor sealed plot plan and a set of final building plans to the Woodmere-Trentwood Architectural Committee for review and approval. Changes in these plans, the design or scope of the work which in any way alters the exterior or appearance of the construction project, must be approved by the Architectural Committee prior to the initiation of such changes.
3. Building Site. During construction, the Owner/Contractor promises that the building site will be kept clean and neat, and free of any unnecessary unsightly conditions. The Owner/Contractor promise that they will provide adequate on-site trash collection, and that they will, at least weekly, clean up all trash and debris in and around the building site. Not to be used construction materials will be removed or properly stored. Common areas shall not be used for storage of construction equipment or materials without written approval of the Architectural Committee.
4. Road Maintenance. The Owner will pay the Road Maintenance Fee to the Woodmere-Trentwood Property Owners Association to assist with repairing and repaving of general road damage/deterioration caused by heavy construction trucks and equipment.

The Contractor agrees to remove any excess dirt or mud, as well as other debris from the road, deposited there as a direct result of their activities. If specific damage occurs in the immediate area of the construction site, the Contractor will repair/repave the roads at the termination of construction, returning the area to the condition present at the commencement of construction. The repair/repaving will be to the satisfaction of the Chairman of the W-T Road Committee and the Chairman of the W-T Architectural Committee.

5. Repair of Cuts. Whenever the Owner/Contractor finds it necessary to cut or alter the existing

continued . . .

road, or that such cuts or alterations are made by others servicing the construction site, a patch of asphalt or other suitable material shall be made immediately. Upon completion of construction, the Owner/Contractor, as soon as possible thereafter, shall restore the road which has been cut or altered to equal or better standards than the remainder of the road.

6. Subcontractors. The Owner/Contractor agree to be responsible for actions of any subcontractor working on construction, and to insure that all such subcontractors maintain the jobsite and roads, to the same standards to which the Owner/contractor are required to keep them.
7. Completion Time Requirements. It is understood and agreed that all phases of construction (exterior) will be completed within the time specified by the Architectural Committee in its certificate of construction approval from the time of ground breaking (usually six [6] months), and all construction equipment and/or building supplies should be removed from the exterior of the premises within a reasonable time from the completion of exterior construction. If there are circumstances or conditions that render this time restriction unattainable or pose an undue hardship, the Owner/Contractor must inform the Architectural Committee in writing of these conditions or circumstances and request an extension of time, which will not be unreasonably withheld. Penalty for non-compliance is \$25 a day for the first thirty (30) days, \$50 a day for the next thirty (30) days, and \$100 a day thereafter.
8. Contractor's Failure. If any Contractor or sub-contractor shall fail to perform any work as required by this agreement, then the Contractor and Owner agree that the Association may perform such work and charge the Contractor and the Owner, jointly or severally, the cost of performing such work. The Contractor and Owner, jointly and severally, agree to promptly reimburse the Association for any costs expended under this agreement, together with interest at 1.5% per month from and after the date of the expenditure of funds by the Association, together with the reasonable Attorney's fees of the Association incurred in collection.
9. Upon Completion of Construction. The Owner and/or Contractor shall notify the Architectural Committee for a final review of their compliance with this Construction Indemnity Agreement and the Reservations and Restrictions.

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This Agreement is entered into on this the _____ day of _____, 20____.

ACCEPTED:

Owner

Owner

Contractor

APPROVED:

Woodmere-Trentwood Property Owners Association, Inc.
Chairman - Architectural Committee

NOTE: It is suggested that, during negotiations with a prospective contractor, the property owner be sure to discuss the terms of this agreement and incorporate these terms into any construction agreement or contract.

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