

**Miraleste Shores Homeowners Association**

**P.O. Box 5426**

**Parker, AZ 85344**

**Construction Agreement**

**Revised: September 9, 2023**

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The following are conditional agreements that must be agreed to prior to beginning any construction and/or remodeling in Miraleste Shores Estates (MSE). The agreements are between the construction company (or the owner/builder when the homeowner chooses to do the construction, including remodeling an existing property) and the Miraleste Shores Estates Homeowners Association (MSEHOA).

The agreement is binding on all of the subcontractors and laborers hired by the construction company or the owner/builder. The construction company or the owner/builder shall be liable for and responsible for the actions of subcontractors and laborers hired for construction and site preparation in Miraleste Shores Estates.

A deposit of \$5,000.00 or \$2,500 as determined by the Architectural Committee will be made to Miraleste Shores Estates Homeowners Association prior to initiating and construction. The funds will be presented to the Architectural Committee when drawings are submitted for approval. The money is to ensure that all items of this agreement are either adhered to, or that, if necessary, the Homeowners Association will initiate action or levy fines to rectify.

1. Construction material will not be allowed in the street. Storage of building materials or equipment is allowed on any vacant lot with lot owner's approval in writing to Miraleste Shores Estates Homeowners Association before the materials are moved on the lot. Cleanup of the job site includes the storage lot and any other area that is used for storage.
2. Lots may not be used for any purpose without the prior written permission of the lot owner and with a copy to MSEHOA.

3. All trash and debris caused by the job-site (includes, but not limited to, the job site, the streets, adjacent lots and surrounding area) must be cleaned up at the end of each day.

4. Cement trucks may not be cleaned or the excess concrete dumped other than on the construction site (lot on which the construction is taking place). Should the cement truck spill concrete or any other substance on the streets as it enters or leaves the property the spill must be cleaned immediately before staining the streets. If the streets are stained it is the responsibility of the owner or contractor to clean them to the satisfaction of the MSE Architectural Committee. (See item 7).

5. Contractor or owner/builder must supply a trash container (dumpster) during construction and the container must be on site before any construction begins. The container must be of adequate size for cleanup. The container may not be located on the street, and must be located on the job site. The only exception will be if the construction is adjacent to a vacant lot and the builder has written permission from the owner to place the dumpster on the lot. The container will not be filled to the point of overflow allowing the wind to blow trash onto streets and other properties. If construction debris is found in the MSE trash containers and can be identified to a construction site, a special pick up will be ordered and the cost will be taken from the construction deposit and the contractor or owner/builder notified.

6. Contractor or owner/builder must supply a porta-potty for use of construction personnel in accordance with state regulations. The porta-potty must be located at least 15 feet from behind the curb on the lot owner's property.

7. Any damage of any kind caused by the Contractor or owner/builder or their subcontractors or delivery vehicles or equipment of any kind associated with the job, to any common or private properties or equipment associated with Miraleste Shores Estates must be repaired immediately and at the expense of the Contractor or Owner/Builder. This includes, but is not limited to; walls, gates, streets, all underground utilities, lift station and

associated control boxes, generator and associated control boxes and swimming pool.

8. If curbing is to be removed the Contractor or owner/builder will cut with a diamond saw the line between the asphalt and the curbing. Under no circumstance will the curbing be pulled up with a backhoe and cause damage to or lifting of, the asphalt. This situation has occurred in the past and the patchwork in front of the new home 3 is unsightly and does not match the street. If damage is done to the asphalt, the repair must match the street.

9. Streets may not be used for construction of any kind.

10. Construction equipment and vehicles of construction personnel shall not be parked in a manner that blocks access to any home, common area, launch area (turnaround area or ramp) dumpster, entry or in any way blocks the street. It is the responsibility of the Contractor or the Owner/Builder to control parking for construction personnel and others associated with the job.

11. Contractor or owner/builder will provide construction personnel access numbers for the entry gate. Gates may not be locked open without the permission of the Homeowners Association for specific times and events.

12. Construction personnel may not, without prior written approval of the MSEHOA, utilize any of the common areas or facilities. i.e., pool, launch facility, docks, and restroom.

13. Construction working hours: Mon-Fri 6:00 A.M. to 6:00 P.M. (exceptions may be made with prior approval from the MSEHOA) Sat 8:00 A.M. to 5:00 P.M. Sundays No new construction/remodeling work.

14. Repeated use of loud foul language will not be tolerated.

15. Radios are permitted as long as the volume is controlled and does not become a nuisance to the surrounding neighbors.

During construction the job site (including lots and streets used for storage or unloading) must be cleaned in accordance with this agreement. If not, the Association will hire someone to do so and deduct the cleaning cost from the Construction Deposit.

Continued use of loud foul language or loud music will cause a warning to be issued to the contractor/owner/builder. If the situation is not controlled, the contractor/owner/builder may be fined \$500.00 for each occurrence.

If the deposit level is reduced to \$3000.00 or less the Owner/Builder or the Contractor must bring the deposit back to the \$5000.00 level prior to proceeding with the job. If the cleanup is satisfactory at job completion, landscaping is completed, a permanent house number applied to the house and a Certificate of Occupancy obtained from the county, the deposit or remaining portion of the deposit will be returned. If not, sufficient funds will be used to clean up the surrounding area and the balance will be returned.

During any construction that requires a deposit, any dues, assessments, etc., not paid up to date will be deducted from the construction deposit. If the deposit falls below \$3,000.00 on a \$5,000.00 deposit or \$2,000.00 on a \$2,500.00 deposit, NO construction will be allowed until the deposit is brought back to the original deposit amount.

Construction must be completed and accepted by the Homeowners Association in writing, as stated in the CC&R's, within 24 months after beginning construction.

NOTE: Landscaping must be complete within 90 days of the receipt of the Certification of Occupancy or the home being occupied, whichever occurs first, and in no event will the Construction Deposit be refunded before landscaping is completed.

Any changes made to the structure subsequent to drawing approval by the MSEHOA Architectural Committee and the County which would affect setbacks, height, color or any other item that would affect the exterior of the structure must have the approval of the MSEAC prior to implementation.

Any requests for exceptions, clarification, or interpretation of this agreement will be addressed to the Architectural Committee of MSEHOA.

If there are repeated occurrences of non-compliance with this agreement, MSEHOA will seek a legal injunction to shut down the job.

I/We have read this Agreement and agree that all the rules and regulations are clear and by signing this Agreement I/We agree that this is the first notice and understand that if I/We do not adhere to the rules and regulations, MSEHOA will hire it done and deduct associated costs from the Construction Deposit.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Owner – Owner / Builder

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Contractor

Signed \_\_\_\_\_ Date \_\_\_\_\_  
For Miraleste Shores Estates

Note: The Owners Signature **MUST** be on this agreement.