Hawkseye Property Owners Association



Building in Hawkseye

Property Owner and Builder/Contractor Responsibilities

Construction Application and Checklist



Hawkseye Property Owners Association

Dear Hawkseye Property Owner,

Your future neighbors welcome you to Hawkseye, a premier community in Southern Delaware. The Hawkseye Declaration of Covenants directs that maintaining the safety and comfort of Hawkseye residents, and the quality, appearance and appeal of Hawkseye is the responsibility of the Hawkseye Architectural Review Committee (HARC). Creation and management of construction policies, procedures and approvals is governed by (HARC).*

HARC approval is required for initial construction of your home, or for any change or addition to your home and/or lot (e.g. pool, fence, room addition, landscaping, hardscape, roofing, change in exterior color including shutters, addition of solar panels, etc.). The information and forms required for our review/approval process are contained in this packet. Submitting all the required information (see Checklist) will ensure that your project can be reviewed efficiently.

Do not break ground, clear lots, drop driveway tubes, or do **any** work until you have submitted all plans, signed all paperwork, and paid your Application Fee and Construction Security Deposit for each individual lot. Please note that all Security Deposits must be issued by the builder/contractor. HARC will do its best to expedite reviews, but will not tolerate disregard of our approval process. Once approved, construction can commence only after the staked house and driveway are approved by HARC.

We want to cooperate and work well with every Property Owner and Builder, but adherence to HARC's policies and procedures is critical to avoid issues that can become expensive to both Property Owners and Builders.

If you have any questions please feel free to contact your Hawkseye Architectural Review Committee members.

Sincerely,

Your Neighbors on the Hawkseye Architectural Review Committee

*Refer to: Declaration of Covenants, Article VI, Section 6 A-E, Article VII, Section 5, Article VII, Sections 2-5; Exhibit B Architectural Requirements, Article III



Hawkseye Property Owners Association

Application Checklist for New Construction

NO WORK MAY BEGIN UNTIL ALL ITEMS HAVE BEEN RECEIVED and approved BY HARC.

Note: Application will not be processed unless all items are provided.				
	Completed Application			
	Property Owner/Contractor Responsibilities Form, signed by both and dated			
	Check payable to Barbara Nowakowski for review of plans in the amount of: • \$600 for review of plans for new construction or • \$250 for Additions or Improvements equal to or less than 500 sq. ft. or • \$425 for Additions or Improvements greater than 500 sq. ft.			
	3 Sets of each of the following plans with 2 sets to scale or fully dimensioned (plans not on 24"x36" plain paper and not to scale will not be accepted for HARC review) and 1 pdf set:			
	☐ Foundation Plan (including plan for any non-attached structure)			
	☐ Floor Plan(s) of house (and accessory building, if planned)			
	☐ Elevation views of all sides of the proposed structure, including drainage plan with grading and drainage specifics, including a grade survey showing adjoining and rear property(ies) and building(s)			
	☐ Site plan showing location of structure (or addition) with dimensions to property lines, including lot clearing, lot elevation, setbacks, driveway and floorplan of house (and unattached structure, if planned). Physically mark trees to be removed on the site.			
	☐ Landscaping plan, including mailbox location & type.			
	☐ Solar Panel plan (if applicable), including specific layout and mounting location(s)			
	☐ Complete color scheme, including colors for exterior siding, roof, trim, stone, etc. (in some cases HARC may request actual samples of materials)			
	Contractor's Certificate of General Liability Insurance naming Hawkseye Property Owners Association (HPOA) as additional insured.			
	Copy of the Sussex County issued Building Permit for the construction.			

Sequence of Events for Construction

Note: This is a brief overview of the event sequence prior to construction. For more information, please refer to the Contractor and Property Owner(s) Responsibilities document.



Hawkseye Property Owners Association

- 1. Review Hawkseye Covenants, Architectural Requirements and *Building in Hawkseye* to understand all information related to building.
- 2. Complete, sign, date and submit HARC Construction Application and Builder/Property Owner Responsibilities along with all plans and samples required to the HPOA Secretary or Property Management Company.
- 3. Submit appropriate Plan Review Fee check payable to Barbara Nowakowski with the Application (New Construction or Additions/Improvements)
- 4. Submit permits required by utility companies
- 5. Provide Contractor's Certificate of General Liability insurance naming HPOA as additional insured
- 6. HARC will review all plans and documents submitted and will provide both the Contractor and Property Owner with a notification of approval. If deficiencies exist in the application submission, or if HARC disapproves of the application in full or in part, HARC will advise the Contractor and Property Owner.
- 7. Stake foundation and driveway on lot and contact HARC for a site inspection. Mark trees you are requesting to remove. **No other work may begin.**
- 8. Once deficiencies (if any) are remedied, HARC will approve commencement of Construction only upon receipt of Construction Security Deposit which must be issued by the Builder/Contractor, payable to Hawkseye Property Owners Association (HPOA). NO work may begin prior to receiving this form and submitting the Security Deposit.
- 9. For new construction, install driveway culvert pipe (15" or equivalent flow) and approved driveway (See Contractor/Property Owner Responsibilities, Prior to Construction Section, Item #1).
- 10. Erect a silt fence surrounding the property along with a barrier to prevent vehicle parking on swale.

 Note: The swale is a Sussex County monitored and approved drainage system, and its integrity must be maintained by all parties.
- 11. After HARC site inspection and approval of site clearing plan, lot may be cleared. Only Trees tagged for removal may be cleared.
- 12. No construction may commence until a dumpster is on-site. Dumpsters may not be placed in the swale.
- 13. No construction may begin until a Port-O-Potty is on-site. The Port-O-Potty may not be placed in the swale.

Please consult the Contractor and "Property Owner Responsibilities" document for other important information regarding building new homes or additions/improvements in Hawkseye

Application for New Construction Approval

Please complete and assemble all items and contact:

Dato

HPS Management Admin@InfoHOA.com



Hawkseye Property Owners Association

For an appointment to deliver the completed application, required samples, \$600 Plan Review payment (payable to Barbara Nowakowski), and 2 sets of each plan (see Checklist). **All** items must be submitted together, and checks must be made payable to the party noted. For smaller projects (e.g. additions, pool, fence) use the "Application for Additions or Improvements" and complete any other relevant information.

Property Owner is responsible for conformity with all sections of the Hawkseye Covenants, including Architectural Requirements Exhibit B.

Allow 30 days from receipt of this Application including all samples and plans, for initial review, and an additional 2 weeks for each change review as necessary. Application fees are due and payable when plans or changes are submitted.

Owner must promptly notify HARC of any changes in approved plans by completing the attached Request for Change form, and receive approval before work continues. A \$100 fee is required for each set of changes from originally approved plans.

Owner or Builder must notify the HARC when the foundation and driveway is staked **before construction begins**, and again when floors are sufficiently framed to measure square footage. Construction cannot commence until the staked lot is reviewed and approved by HARC. Please refer to the "Sequence of Events" and "Contractor and Property Owner(s) Responsibilities" documents for more information

Lot #

Hawkseye Property Owners Association will enforce our policies and procedures to the full extent of the law.

Date		LOC#	_
Property Owner Information			
Name(s)			
Email address(s)			
Mailing Address			
Phones: Day	Evening	Fax	
Lot Mailing Address			
Builder Information			
Company			
Email	Phone	Fax	
Job Supervisor			
Email	Phone	Fax	
Date construction is planned to begin		and end	
Expected completion date of final grading	g	and landscaping	

5

Architectural Information

Number of Bedrooms	Numb	per of Baths	
Roof pitch			
Square footage (see Co	ovenant Architectural Requirements for minimur	ns), →1 story or →2 story	
	Heated Areas	Unheated Areas	
1st floor:		Garage:	
2nd floor:		Porches:	
Other (describe):		Deck:	
		Storage/Other:	
Total:		Total	
Setbacks			
Front (40' min)	Rear (20' min)_	Side (15' min)	
Driveway surface:	☐ Hot Mix ☐ Concrete ☐	☐ Pavers	
Colors	ALL COLORS MUST SUBMITTED AND	APPROVED	
Foundation finish:	Brick color:	☐ Stone color:	
	Stucco color:	☐ Parging:	
Roofing: \square As	sphalt		
□м	etal Color(s):		
Exterior Siding:	ood – Color	☐ Stucco – Color	
☐ Br	ick – Color	☐ Stone – Color	
□ на	ardiplank – Color	☐ Vinyl – Color	
Shutters (if no shutters	s, 3½" trim around windows is required)	Color	
Trim Color		Window Color	_
Door Color(s)		Garage Doors color	
Other (louvered vents,	, etc. Color		
			_
Property Owner Signat		Contractor/Builder Signature(s)	Date
LIONEITA OMHEL VISUSI	luie Date	CONTRACTOR/DUNGER SIGNATURE(S)	Date

Request for Change from Originally Approved Plan



Hawkseve Property Owners Association

			idwkseye Property Owners Associati
Contractor	Pro	operty Owner	
We request a change from our originally approved Applica	ation for the f	ollowing item(s).	
Originally Approved			
Change Requested/Reason			
Originally Approved			
Change Requested/Reason			
Additional pages may be used if necessary.			
Please submit this form to the HARC Chairman. You will be so, check is payable to Hawkseye Property Owners Associa additional Review Fee may be required.			
Signature:			
Property Owner	Date	Builder	Date
Comment:			
For HARC:			
		Date	

Application for Approval of Additions or Improvements

Please complete and assemble all items and contact:

HPS Management Admin@InfoHOA.com



Hawkseye Property Owners Association

For an appointment to deliver the completed Application, required samples, Plan Review fee if applicable, 2 sets of plans (including site and location plan), and the **signed Contractor and Property Owner Responsibilities** form. **All** items must be submitted together, and checks must be made payable to the party noted.

Allow 30 days from receipt of this Application including all samples and plans, for initial review, and an additional 2 weeks for each change review as necessary. Fees are due and payable when plans or changes are submitted.

Owner must promptly notify HARC of any changes in approved plans by completing the attached Request for Change form, and receive approval before work continues.

Changes or additions to the outside dimensions of existing homes less than or equal to 500 square feet require a fee of \$250; changes or additions greater than 500 square feet require a review fee of \$425. Both of these changes require a \$2,500 Security Deposit issued by the Builder/Contractor, as does any work requiring heavy equipment to access the property other than via the paved driveway. No review fee or security deposit is required for minor landscape changes, new siding, roofing, etc.

Additions or Improvements must comply with all HARC criteria established for construction. Hawkseye Property Owners Association will enforce our policies and procedures to the full extent of the law.

Date		Lot #	
Property Owner Informa	ation		
Name(s)			
Email address(s)			
Mailing Address			
Phones: Day	Evening	Fax	
Lot Mailing Address			
Builder Information Company			
		Fax	
Job Supervisor			
Email	Phone	Fax	
Date construction is planne	ed to begin	and end	
Expected completion date	of final grading	and landscaping	

8

Description of Project

Please check all that apply: \Box Renova	ation 🗖 Addition 🗖	Landscaping/Fencing	
	erior siding, shutters, tr	im, windows, doors, etc.) differ from you	ur current colors, please
specify and provide samples. ALL NEW	COLORS MUST BE APPR	OVED	
Property Owner Signature	Date	Contractor/Builder Signature(s)	Date

9

Contractor and Property Owner(s) Responsibilities

Hawkseye is an established community with year round residents; construction must be conducted with minimum impact on our Residents. Property Owners, Contractors/Builders and their sub-contractors shall comply with all guidelines established.



Hawkseye Property Owners Association

IMPORTANT FACTS FOR YOUR PROJECT

- 1. Construction must commence within one year of the date of the Application approval and shall be completed within eighteen (18) months of any construction work.
- 2. All Landscaping must be completed within six (6) months from the completion of construction (this applies to both New construction & Additions/Improvements).
- 3. All changes to the original plans/specifications must be submitted and approved by HARC.
- 4. Trees outside of the footprint of the construction cannot be removed without HARC approval. All trees planned for removal must be clearly marked. **DO NOT REMOVE ANY TREE** until HARC approval is given.
- 5. Any tree marked for retention that is removed during lot clearance must be replaced by a similar species, 6' in height or greater. Planting must occur before return of the Builder's (Construction) Security Deposit.
- 6. Hawkseye is a residential community with more than 100 children and various bikers on our paths and roads. The 21 mph speed limit is **mandatory and must be observed.** Reckless driving by contractors, their building crews, subcontractors, or vendors is considered a serious infraction. A warning will be issued for a first infraction, fines may be assessed against the Construction Security Deposit for subsequent-violations.
- 7. NO CONSTRUCTION may begin until proof of insurance has been presented for Contractors and subcontractors.
- 8. Contractor, subcontractor and landscape vehicles must **KEEP OFF SWALES**. Parking on roads should be avoided. Vehicles should be parked on proposed driveway and off-street parking area. Vehicles may not park within 30 feet on either side of neighboring mailboxes, as required by the US Postal Service, and vehicles may not impede the flow of traffic on our roadways. For additions/renovations, vehicles should park on driveway.
- 9. Contractor, including landscape contractor, may not drive through or store building and/or landscaping materials on the swale or adjacent lots. Any damage to the swale and/or adjacent lots will be the responsibility of the Property Owner.
 - **For All Construction including New, Additions/Improvements/Landscaping:** No vehicles may **park in the swale. Additionally, absolutely no vehicle may** drive across swales without appropriate protection (planking sufficient to prevent compacting of swale soil). Swales will be inspected by the **Hawkseye Ground Committee** at the conclusion of the construction project, and any damage must be repaired prior to the return of the Security Deposit.
- 10. The Property Owner and Builder acknowledge that members of HARC must access the property periodically during the construction process to ensure compliance, and access for that purpose is explicitly authorized without prior notice. Onsite inspections will occur to monitor compliance to the plans submitted to and approved by HARC. Any deviations will be immediately reported to the Hawkseye Board of Directors and the Property Owner for further action. A serious violation may result in work being halted.
- 11. Contractors are responsible for informing their crews, subcontractors and vendors of the Responsibilities outlined in this signed document. Further, the Contractor is responsible to ensure their crews, subcontractors and vendors

- keep the work site orderly and free of debris and waste. All crews, subcontractors and vendors must obey Hawkseye traffic rules. This is an important issue requiring daily due diligence.
- 12. Signage must be single-post supported, not more than 4 square feet (outside measurement, including frame if applicable), and contain contractor logo, name and contact information only. Only one general contractor sign and one real estate sign per lot is permitted. No other signage is permitted. All signs must be removed within 72 hours of completion of construction or settlement on the sale of the lot, whichever occurs first.
- 13. Any contractor who exhibits inappropriate conduct may be subject to permanent expulsion from Hawkseye regardless of the status of their project.

PRIOR TO COMMENCEMENT OF ANY ACTIVITY

- 1. The Application must be approved.
- 2. The Builder's (Construction) Security Deposit issued by the Builder/Contractor and payable to Hawkseye Property Owners Association has been received by HARC.
- 3. You have received a written approval to proceed from HARC including the approval of the staked lot (home and driveway.)

PRIOR TO ANY CONSTUCTION

- 1. The approved driveway entrance must be in. Culvert pipe must be 15" round, squashed, or equivalent flow (e.g. two 10" pipes, two 12" pipes). DE No. 3 stone is an acceptable temporary construction entrance material/tire wash. CR-6 or crushed concrete are **not** acceptable materials for this use. The driveway must flare out to allow trucks to turn into the lot. The cost for installation is paid by the property owner.
- 2. **NO CONSTRUCTION** may begin until the site has been appropriately silt fenced. The erosion barrier (silt fence) shall be placed inside the perimeter of the lot and outside the setbacks to enable work up to the building envelope. Set back minimums: Front (measured from lot line and not including the ROW from the street to the lot line) 40' (or the average setback of existing buildings located on the same side of the road and within 300 feet of the new building), Sides 15', Back 20'. Silt fence is to prevent silt from entering ponds and/or waterways or from moving onto roadway and/or neighboring properties. Fencing must be maintained throughout construction. If the fencing needs to be removed for any reason it must be replaced in a timely fashion. Silt fence and swale protection barrier must be fully maintained throughout construction until the landscaping/lawn is fully established and stabilized. For seeded lots, fencing shall remain until the grass has taken root and the swale is fully established and stabilized. Violation will result in fines assessed against Construction Security Deposit. Continued violation will result in automatic disapproval of any future building applications in Hawkseye.

For Additions/Renovations/Landscaping Improvements: Silt fencing is required prior to any tree removal or significant regrading or disturbance of any soils, to prevent silt from entering ponds or from moving onto roadways and/or neighboring properties.

- 3. No parking on the grass swale and no entry onto any lot other than over the temporary entrance. Observe all federal and state regulations relating to the encroachment, maintenance, preservation and construction on and near federal and state wetlands adjacent to Hawkseye.
- 4. **NO CONSTRUCTION** may begin until a dumpster is on site, within its setbacks. Dumpsters are not to be placed within the swale. For Additions / Renovations / Landscaping Improvements, if a dumpster is required it must be placed on the property but not on the swale. Blowing debris will not be tolerated! Dumpsters must be covered once trash is visible or can blow out of the dumpster. Failure to empty or cover the dumpster timely may result in a fine being assessed.

5. A Port-O-Let must be on site prior to beginning construction and must remain on site 7 days a week. Port-O-Lets should not be placed within the swale.

DURING CONSTRUCTION

- 1. Before you dig, call MSSUTILITY at 800-282-8555 or 800-441-8355.
- 2. There may be no incursion into the road. The Property Owner is responsible for all costs required to repair road damage. Fugitive soils and/or other materials must be broomed/removed from the roadway at the completion of each work day to keep our roadways and neighborhood clean.
- 3. No vehicles, equipment or trailers of any type may remain on the road after the end of daily work hours.
- 4. Maintain safety lines/tapes/barricades around open footings and/or basement holes whenever crews are not on site actively working.
- 5. Prior to driveway paving for new homes, HARC must receive written certification by a licensed engineer or surveyor that the culvert pipe is set at the proper elevation. HARC can demand resetting of the culvert pipe at the Owner's expense if the culvert pipe is set at an improper elevation or pitch (See Architectural Requirements, Article V, Section D.5)
- 6. Maintain silt and parking fences throughout the duration of the project. Silt/parking fences may be temporarily removed during driveway installation and grading, and may be removed after final landscaping.
- 7. Materials may not be delivered onto the road, the swale, neighboring properties or Common Areas.
- 8. Trash and litter must be actively controlled. If a dumpster cannot be pulled in a timely manner or trash is blowing, they must be covered.
- 9. Dirt piles must be covered by a tarp or stabilized if they are to be present for more than 30 calendar days in order to prevent soil blowing onto neighboring lots.
- 10. Comply with time and noise restrictions. Music volume must be kept at a volume low enough not to be heard by neighboring residents. Construction work is permitted after 7:00a.m. until 7:00pm, however no outside construction lighting is permitted. No work of any kind is permitted on Sunday. In addition, no work is permitted on major holidays including: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If the major holiday is celebrated off the actual date, both days will be considered the major holiday and no work will be permitted.

POST CONSTRUCTION

Builder's (Construction) Security Deposit will not be refunded until:

- 1. The project is fully complete including the landscape and mailbox installation (if any)
- 2. The Property Owner confirms stabilization of the lawn and swale. **Note**: the sod laid in the swale must be stapled
- 3. HARC confirms that the exterior/driveway/landscaping are in accordance with approved plans
- 4. HARC receives a written statement from the Property Owner that the construction and landscaping have been completed to their satisfaction and are in compliance with the HARC approved plan.

- 5. HARC receives a copy of the Certificate of Occupancy (for new construction or major additions/improvements) or a Certificate of Completion for other projects.
- 6. The Hawkseye Grounds Committee has approved proper swale function after a significant rainfall and verifies that surrounding common areas and neighboring properties have not been damaged, or damage has been adequately repaired.

Violation of these requirements will result in fines against the Construction Security Deposit. These policies represent (but do not limit) HARC's interpretation of Architectural Guidelines, and are directed and governed by Article VI, Section 6, subsections A - E, Article VII, Section 5, Article VII, Sections 2 - 5 of our Covenants, and supported by Article III (Legal Restrictions) of Exhibit B Architectural Requirements (among other clauses), including the right to legal action for enforcement, which costs (and attorney's fees) are chargeable to the Lot Owner and constitute a lien on the property.

WE STRONGLY RECOMMEND THAT BOTH PROPERTY OWNERS AND CONTRACTORS CAREFULLY READ THIS DOCUMENT, AS FAILURE TO ADHERE CAN RESULT IN SIGNIFICANT COSTS AND/OR INABILITY TO WORK IN HAWKSEYE IN THE FUTURE.

	stand these responsibilities, and recognize that any failure to co ity Deposit and/or additional costs that must be paid prior to se	
Contractor's Signature	Date	
Contractor's Firm	Date	
-	nsure that my contractor abides by the above responsibilities ar ines may be imposed for non-compliance. I agree to on-site ins	
Owner's Signature(s)	Date	
Owner's Signature(s)	Date	

- Hawkisepe

Hawkseye Property Owners Association

Construction Security Deposit (CSD)

A security deposit in the amount of \$5,000.00 for new Construction or \$2,500 for Addition/Improvement Projects issued by the Builder/Contractor must be received before any work may begin.

This deposit is for road surface repairs, storm water swale repairs, litter and trash debris pickup, cutting of grass and/or weeds on lot during construction, or for any other damage to common property, or for infraction of Contractor responsibilities or Hawkseye Covenants.

This deposit or the unused portion is refundable after the Certificate of Occupancy is submitted to HARC, and HARC has completed an inspection of home exterior, lot, Grounds Committee has verified that the storm water swale is fully functioning (after a significant rain), and surrounding common area. The landscape plan must be fully complete before any refund is issued. On seeded lots, grass must take root for the plan to be considered complete. If a Builder's contract does not include landscaping, a new CSD must be received from the Contractor before the original CSD is refundable.

If construction has been completed in conformance with *Building in Hawkseye* policies and our Covenants, all CSD monies will be refunded. Fines levied for deviation from policies and/or HPOA expenses incurred to maintain conformance will be deducted from the CSD and the balance refunded to the Builder or Contractor.

HARC will notify the Builder and lot owner as soon as possible of a violation which might result in a deduction or forfeit of the security deposit. Fines are levied at the discretion of the Board of Directors and are based on the severity and frequency of infractions.

Please make CSD check payable to Hawkseve Property Owners Association (HPOA)

Check #		
Builder/Contractor	 Date	
Lot Owner	 Date	
for Hawkseve Property Owners Association	 	

Approximate Fees for Hawkseye



Hawkseye Property Owners Association

Fees subject to change without notice

County Annual sewer fee: \$4.65 per front foot of property, billed quarterly

County Annual service charge: \$240.80, billed quarterly

County Sewer Impact Fee: \$3994.00, due at settlement, to be paid by purchaser(s)

Tidewater Utilities (Central Water) Fees: determined at time of construction. Go to www.tuiwater.com, Home page for Tidewater Utilities "About Us" on the right, Click on tariff, scroll for prices, pages 21 to 28

HPOA Initial Fee: \$600, due at settlement, one-time fee applies only to lots purchased directly from developer

HPOA Transfer Fee: \$2,000, due at settlement, one-time fee for lots purchased from non-developer property owner.

New Owner Fee: \$100, due at settlement, one-time administrative fee which covers record changes and includes 2 pool passes.

HPOA Dues: \$1,115, due and payable by January 31st annually.

Trash/Recycling Service Fee: \$238 annually