

**MIDDLE ISLAND PROPERTY OWNERS ASSOCIATION**  
**ARCHITECTURAL REVIEW COMMITTEE**  
**OWNER / DEPOSIT AGREEMENT**

Owner: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Street address: \_\_\_\_\_  
City, State ZIP \_\_\_\_\_  
Mobile phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect: \_\_\_\_\_  
Landscape Architect: \_\_\_\_\_  
Builder: \_\_\_\_\_  
Lot #: \_\_\_\_\_ Construction/Landscape/Road Cut Deposit: \$ \_\_\_\_\_

The Architectural Review Committee (ARC) was created pursuant to authority vested by the Protective Covenants of Middle Island Property Owners Association (the "Covenants") for the purpose of administering Middle Island Property Owners Association Design Guidelines and reviewing all applications for new construction and renovations on any of the Property that is subject to the Covenants. ARC approval is required prior to undertaking any new construction, exterior renovation, or site-work, and for any change to an approved plan, however insignificant, to ensure compliance with the Covenants or the Design Guidelines. This process ensures that every house in Middle Island is of similar character, thereby maintaining the architectural vernacular and integrity of the community.

THE UNDERSIGNED OWNER WISHES TO COMMENCE CONSTRUCTION ON THE PROPERTY  
AND ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. Owner/Deposit: Owner shall cause a Owner/Deposit in the amount(s) set forth above (the "Deposit") to be paid to Middle Island Property Owners Association ("Association"), for purposes of ensuring compliance with the Covenants, Design Guidelines, Road Cut application and final plans approved by the ARC, and for reimbursing any administrative expenses, costs of repairing damage to Common Areas and rights of way, fees, fines, and penalties incurred during the construction process.

The Association shall refund the Deposit in full upon completion of the project, as determined by the ARC, if:

- a) The construction project on the Property has been completed in accordance with the ARC approved plans;
- b) No Common Areas or rights of way have been damaged or disturbed by construction;
- c) No Covenants or Design Guidelines have been violated;
- d) No deficits are remaining from the landscaping plan.
- e) Road Cut process and specifications have been adhered to and passed final inspection.

Failure to satisfy these conditions may result in the loss of some or all of the Deposit, regardless of whether such failure is caused by the Owner, Architect, Landscape Architect, or Builder, their contractors or agents. Owner understands that the Deposit may be applied to reimburse the Association for damages to the Common Areas and rights of way and to fines levied by the Association. If the fine(s) exceed the amount of the Deposit, the balance owed may be assessed as a lien against the Owner's Property.

In addition to fines, should the Owner fail to cure any violation of the Covenants, Design Guidelines, or plans approved by the ARC, the Association, after providing the Owner with notice and a reasonable time to cure the violation, shall have the right to enter the Property, remove or otherwise cure the violation, and restore the Property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be deducted from the Deposit and the balance owed may be assessed as a lien against the Owner's property.

2. Owner's Other Obligations: Owner shall:

- a) Become familiar with the requirements set forth in the Design Guidelines;
- b) Submit any changes to any proposed plans for the property to the ARC for review prior to implementation;
- c) Comply with the Covenants and Design Guidelines and promptly remedy any violations of the Covenants or Design Guidelines;
- d) Permit Architect and/or Landscape Architect to submit a proposal for work to begin on the Property based upon Owner's review of all drawings submitted for Final Review to the ARC on \_\_\_\_\_, 20\_\_\_\_.
- e) Cause the improvements to be constructed and landscaping to be installed pursuant to the plans submitted to and approved by the ARC.
- f) Submit a copy of the *required* as-built survey to the ARC Coordinator within thirty (30) days of the Certificate of Occupancy issuance date to ensure that the residence is built according to the approved set of drawings.
- g) Authorize Owner's Architect and Landscape Architect to act in Property Owner's stead as Property Owner's representatives during the construction process;
- h) Be responsible for the actions of Owner's Architect, Landscape Architect, Builder, and other agents as Owner's duly-appointed representatives;
- i) Permit the ARC Coordinator on-site access throughout the construction process;
- j) Repair any damage to Common Areas or rights of way caused by Owner, Owner's Architect, Landscape Architect, Builder, or other agents of Owner during the construction process;
- k) Remit any amount assessed by the Board of the Association as damages or fines, understanding that damages may be assessed, and fines imposed of up to \$100 per day per violation.

3. Road Cuts: Before any road cuts are made, the attached Road Cut Application must be completed. No additional deposit will be required for the road cut application. However, the property owner and contractor are responsible for assuring that any road cut is repaired as described in the Road Cut Application, and for giving the Association advance notice of the repair date as required by the Application. The Association may retain part of the construction deposit if road cuts and road damage are not repaired satisfactorily.

4. Transfer of Property: If Owner sells or transfers the Property prior to the commencement or completion of construction, Owner will make the new owner(s) aware of any requirements imposed by the ARC and the existence of this Agreement. Owner's interest in the Deposit, or any remaining portion thereof, shall be assigned to the new owner(s), subject to deduction for payment of any claims against it for incidents pre-dating the transfer of the Property.

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for the State of \_\_\_\_\_, County of \_\_\_\_\_, hereby certify that \_\_\_\_\_ personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and acknowledged the execution of the foregoing instrument.  
Witness my hand and official seal.

\_\_\_\_\_ My commission expires \_\_\_\_\_  
Notary Public

Return signed agreement to: Middle Island Property Owners Association Architectural Review Committee  
P.O. Box 3362, Bald Head Island, NC 28461

**MIDDLE ISLAND PROPERTY OWNERS ASSOCIATION**  
**ROAD CUT APPLICATION**

Owner: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Street address: \_\_\_\_\_  
City, State ZIP \_\_\_\_\_  
Mobile phone: \_\_\_\_\_ Email: \_\_\_\_\_

Activity Date \_\_\_\_\_

Road Location \_\_\_\_\_

Size of Cut (L/W/D) \_\_\_\_\_

Purpose of Cut \_\_\_\_\_

Will road be impassable? If so, for how long? \_\_\_\_\_

1. If the disturbance of the road surface is other than a perpendicular cut across the roadway, I have attached a sketch.
2. If the road is temporarily impassable, I agree to make temporary repairs to assure that the road is not impassable for longer than the time stated in the application.
3. I agree to fill and repair the road to its original condition within ten (10) working days of the date work begins. The road will be repaired with at least 6 inches of ABC at the top of the cut. The ABC will be compacted in at least 2 lifts and will not be mixed with sand from the cut. If the road is a paved road, the ABC will be surfaced with 1 1/2" of compacted I-2 asphalt. The final surface of the road will be at the same level as the existing surface.
4. I will notify the contact person for the Association 24 hours before repairing the road cut so that the road repair process can be observed, should the Infrastructure Committee wish to do so.
5. If the notice required in paragraph 4 is not given, the Association may hold the Construction/Landscape/Road Cut deposit for up to six months to determine the adequacy of the repair based on the performance of the road under use.

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions concerning the application and payment, please email [middleislandpoa@gmail.com](mailto:middleislandpoa@gmail.com) . Approval of the application (together with special conditions) will be sent by email to the email addresses listed in the application.