



Home Building Process for 1300

1. Provide all information requirements listed below to the Architectural Review Committee (ARC). The current review committee includes Larry Snyder and Gary Secunda and their email addresses are as follows: snydersr62@gmail.com, gsecunda@gmail.com. Please send them all the requested information for building approval.
2. Once the building application has been submitted, the homeowner is responsible for paying a \$2,000 Impact Fee to the Thirteen Hundred POA. ([*1300 P.O.A. @ 1411 Deyton Dr. Blairsville, Ga 30512*](#)) This **must be received** prior to receiving approval.
3. Once written approval to begin construction is given from the Board, construction is required to be completed within one year. If construction is not completed within this time frame, A \$500 per month or partial month will be assessed until construction is completed. The Final Certificate of Occupancy defines the completion date. **Exception:** *If a satisfactory detailed written explanation is submitted to the Board with the new completion date, the Board may waive the potential fee assessment. A request must be received by the Board, 30 days prior to the original final completion date*
4. Approved construction must begin within 6 months. If construction does not begin in the 6 months, then Property Owner must reapply and pay an \$500 reinstatement fee.
5. The Board must approve by a two-thirds vote as to the exterior colors, overall aesthetic appeal for all new homes.
6. All builders must be approved by the Board or ARC. If a builder violates covenant codes and restrictions, they may no longer be allowed to build in the community.
7. Builder penalties for not complying with covenant codes and restrictions include a stop work order and fines of \$500 per day.
8. Construction style **must** be mountain/craftsman.
9. Square footage requirements must meet the covenant requirements. (see covenants for specific lot requirements)
10. All roofs must have at least a 6:12 pitch except for porch overhang.
11. When combining any siding styles or if the board and batten runs higher than 10' board, that these be separated by a freeze board.
12. Minimum set backs are 10 feet from each side neighboring property line and 50 feet from the middle of the street and 50' from the rear lot line.
13. No front street facing garages. All garages must have a side, rear or garden entry (a minimum of a 30° angle to the main house **may** be approved).
14. Adequate sanitary facilities will be placed on site and maintained throughout the life of the project.
15. All construction debris or waste building materials will be removed from the site in a timely manner and disposed of utilizing an onsite dumpster or an equally acceptable method. No burning of construction material is permitted at any time.
16. Any and all areas of land disturbance will be stabilized in accordance with all local, state and federal guidelines during and after all construction efforts. Silt fences should be removed by the builder by the time the Certificate of Occupancy is obtained.
17. No more than 10% of the trees on a lot or trees with a diameter of 8 inches or less can be cut down without local government approval.
18. Variance requests must be submitted to the ARC in writing.
19. Builder sign must not exceed 24 inches by 24 inches; they must be professionally lettered,

neatly installed and approved by the ARC. Signs not meeting this requirement will be removed. All builder signs must be promptly removed upon receiving C/O.

20. Propane tanks must be buried.

21. Builder must communicate and ensure that all subcontractors comply with covenants which strictly restricts common area (pool, marina and park) use to property owners only.

22. Builder must communicate and ensure subcontractors observe the **25 MPH** speed limit and keeps noise from loud vehicles to a minimum. The speed limit on Dayton Dr. coming into the subdivision is **20 mph** and it also must be strictly adhered to.

23. Damage to gates and roads by contractors and sub-contractors must be repaired at the Builder's and/or property owner's expense.

24. All fences must be constructed of wood, wrought iron, or black aluminum and approved by the ARC.

25. Landscaping must be completed around the foundation of the house (25%) **within 3 months** of completion of construction or the POA will contract landscaper to complete and bill the home owner.

26. All landscaping and grass must be maintained in a neat and attractive condition while maintaining mountain views. If reasonable maintenance is not performed, the POA will contract a lawn-service to complete at owner's expense.

27. Lattice may not be used on exterior of home.

28. Contractor's and their sub-contractors must only travel to and from their construction site and only during normal working hours.

29. All parking areas must meet the same requirements as driveways, must be asphalt, concrete or paver bricks.

30. All out buildings (sheds) must match the home as type of construction, materials, color and must be approved by the ARC. No pre-fabricated buildings or sheds.

31. All foundations shall be finished with brick, stone, stucco or be built of split face block that has the appearance of natural stone.

32. Home owners need to notify ARC within 5 days that they have received their certificate of occupancy.

PLEASE WRITE CLEARLY

LOT# _____

Property Owner Name _____

Best phone contact # _____

Address _____

Email _____

Builder _____

Contractor License # _____

Estimated construction start date _____

Please initial after providing the required documents.

_____ **Site Plan** with sufficient detail to accurately depict the location of the proposed house, driveway (stating driveway material type), the septic tank and drain-field and any utility connections running from the street to the structure. The **plan shall be to scale and provide an accurate reference to any and all restrictive easements and building setbacks.** All trees that will be removed must be clearly marked prior to approval. Homes at and above 2200 feet elevation must comply with the Mountain Protection Act.

_____ **Floor plan and elevations** (4 sides) providing sufficient detail to accurately depict the overall dimensions (sufficient to verify the footprint square footage) of the proposed house, including roof pitch(s) and exterior finish materials.

_____ **Color charts**, or photos providing sufficient information to insure all exterior colors (including the roof) are in harmony with the natural surroundings with a strong emphasis on earth tones. No bright colors will be permitted.

_____ **Copies of all insurance policies** needed to construct and protect all parties associated with the construction.

_____ **Copies of the building permit** issued by the local governing authority including a copy of the septic system permit.

_____ **Copies of the Erosion and Sediment (Land Disturbance) permit** issued by the local governing authority.

_____ **A complete list of all sub-contractors.**

Indemnification

It is understood by all parties that the Architectural Control Committee (ARC) serve in a voluntary capacity for the benefit of the home owner and for community preservation of 1300. We adhere exclusively to the 1300 development covenants and specific directives provided by the 1300 POA board. We simply provide forms, and suggestions, but do not actually approve the application which is exclusively the role of the POA Board. The property owner and builder agree to indemnify and hold harmless the ARC for 1300 against any and all claims, injuries, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Architectural Approval Form and Building guidelines sheet Agreement. This indemnification will survive the termination of this or other future volunteers, their assigns, respective affiliates, officers, agents, employees and permitted successors.

Owner Signature: _____ Date: _____

Builder Signature: _____ Date: _____

***This document updated as of 10/29/2020