



Builder Agreement

Access to build in Mountainside Village constitutes agreement to abide by the following:

It shall be the responsibility of each builder in Mountainside Village and Builder's employees, subcontractors, and their employees, agents, and representatives (collectively "Builder Representatives") to comply with all construction rules and regulations contained in this Agreement and all other Mountainside Village documents. The "property" as used in this Builder Agreement refers to any lot upon which Builder is constructing a building. The Developer or the Mountainside Village Association shall have the right to enforce this Builder Agreement and all other Mountainside Village documents with any Builder whose Builder Representative(s) violate the Rules and Regulations contained in this Agreement, as well as with the Owner who engaged the Builder whose Builder Representative(s) violate the following Builder Rules and Regulations:

1. Work Hours and Noise

- A. Work Hours are between;
 - a. 7AM and 7PM on weekdays, between
 - b. 9AM and 6PM on Saturdays and Sundays
 - c. Holidays that are expected to be quiet all day from construction include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Builder shall ensure that construction activity, including deliveries and dumpster pulls excepting interior work not audible to surrounding neighbors or from the street, occurs only during those work hours.
- C. Builder Representatives making excessive loud noise or using offensive language may be denied access to Mountainside Village.

2. Community Access/ Construction Entrance:

- A. Access to Mountainside Village (MsV) shall be allowed only through designated streets. Developer will provide information designating construction access before the beginning of each phase of Mountainside Village.
- B. Only bona fide workers, builder or owner representatives shall have access to the site.
- C. Pets must be kept on the site, be picked up after and not constitute a nuisance.

3. Speed Limit

- A. The established speed limit within Mountainside Village is 20 miles per hour. This speed limit will be strictly enforced and must be obeyed. Violators will be subject to a fine and/or denied access to Mountainside Village.
- B. Only rubber-tired vehicles are allowed on the roads; "tracked" equipment will not



be permitted to run on the roads.

4. Access to Construction site/Contractor Parking

- A. Individual homesites / construction sites shall be accessed only via the roadways or rear lanes. No other access will be permitted. Primary construction parking for vehicles and construction equipment shall be to the rear of property clear of rear lane easements. Overflow daytime parking shall be allowed on street during allowed on street parking hours provided there is no obstruction of roadways.

5. Delivery and Storage of Materials

- A. Delivery of supplies and equipment shall be limited to normal Work Hours and shall be made from the rear of the lots where possible.
- B. Delivered equipment or materials shall immediately be stored in an orderly manner within the homesite boundaries.
- C. Such materials and supplies are to be maintained in a neat and orderly manner and, whenever possible, located in the rear of the property. Such stored materials shall not under any circumstances be permitted to obstruct the flow or drainage patterns of the construction site or any adjacent properties.
- D. Developer may identify additional staging and storage areas that can or must be used by Builder, as necessary.

6. Homesite Maintenance and Waste Management

- A) Builder shall be required to keep the entire construction site clean at all times.
- B) Builder is required to provide adequate waste storage at the construction-site. Waste receptacles shall not be allowed to fill to the point of overflowing.
- C) Toxic waste products must be disposed of in the designated locations at a designated toxic waste processing facility, such as the Teton County dump;
- D) Recyclable materials shall be separated out and recycled including:
 - a. Wood products (dimensional lumber, plywood, and engineered wood products);
 - b. Recyclable waste products (cardboard, aluminum, glass, and plastic bottles etc.).
 - c. Compostable materials including grass and yard trimmings (no woody material) "green waste" should be separated and may be taken to the compost area located at the Mountainside Village Farm or other designated location;
- E) The burning of construction debris or of removed landscape material is prohibited.
- F) Silt fences shall be installed and maintained on all sloped sites, to minimize erosion and flow of silt to adjacent property and the streets. Care should be taken to minimize excessive drainage onto the roadway or adjacent lots, including sump



- pump discharge and natural drainage. Builder shall maintain compliance with all applicable stormwater regulations for Builder's construction activities.
- G) Debris materials that drift or are windblown onto the roadway or adjacent properties shall be collected by Builder.
 - H) Materials that may spill or fall from vehicles (whether they be delivery equipment or construction personnel vehicles) on any roadway within Mountainside Village shall immediately be removed and the road cleaned.
 - I) The washing or cleaning of concrete delivery trucks shall be confined to within the homesite boundaries. Such activities shall not be permitted on any roadway and not on any other homesite within Mountainside Village.
 - J) Builder Representatives and construction workers shall use discretion in eating and gathering on site, so as not to disturb Mountainside Village residents or staff. All food debris at a homesite must be contained and properly disposed.
 - K) Builder shall be responsible to keep roads clear of mud or debris that may originate from the construction site. Any cleanup work which is necessitated by Builder's failure or refusal to maintain the homesite and/or roadways clean, shall be performed by Mountainside Village personnel at Builder's expense. Builder will be billed for the cost of such services at the rate up to three times the actual cost incurred.
 - L) All earth removed from excavations must be placed where designated on the grading plan. All excess excavation spoils and debris not removed by Builder may be removed by Mountainside Village personnel. Builder will be billed for the cost of such services at the rate of up to three times the actual cost incurred. Builder shall comply with any spoils management plan prepared by or approved by Developer. **At the discretion of the Developer, excavation spoils may be deposited at an agreed upon location in an agreed manner documented in writing. Piles are to be consolidated and be stored with like spoils materials. No such depositing of materials may be done prior to such agreements.** Spoils deposited off of the homesite in Mountainside Village shall become the property of Developer.
 - M) Builder shall not use power, water, and other utilities from adjacent lots and homes without permission.
 - N) Builder shall only use Developer-approved staging areas.
 - O) Builder shall report damage to any neighborhood improvements or other lots to Developer or MsVPOA immediately, and correct such damage as directed by the Developer or POA.
 - P) Disturbance of site shall be limited to 40 feet beyond building perimeter.

7. Insurance

- A. Builders shall provide and maintain state mandated insurance policies at all times.
- B. Contractor and subcontractors shall be responsible for any and all injuries or



damage to any persons or property, including loss of human life arising directly or indirectly from or in connection with work performed or to be performed under this agreement, and shall hold the developer and the Mountainside Village Association harmless of any and all loss or damage from such injuries, damage or death.

- C. Contractor and subcontractor further agree to maintain such insurance as willfully protect developer and association from any and all claims under any Worker's Compensation Act, Employer Liability Laws, and from any and all other claims of whatsoever kind and nature for the damage to property or personal or bodily injury including death, made by anyone whomsoever, which may arise from the operation carried on under this agreement, either by the Developer, owner, contractor or subcontractor or by anyone directly or indirectly engaged or employed by either of them.
- D. The amount and limits of these required insurance policies may be amended by Developer from time to time.

8. Restrooms

- A) Construction workers shall have access to serviceable toilets or provide and maintain portable toilets on the rear of the job site.

9. Subcontractors and their Conduct

- (A) Builders are responsible for their subcontractors and making them aware of the rules and regulations included in this agreement. Each Builder may be required to keep a current list of subcontractors on file with the Developer or village association.

I understand that in Mountainside Village:

- A. I am required to comply with any standards developed and implemented by Developer or Mountainside Village Design Review Committee (MsV-DRC) for Mountainside Village;**
- B. The MsV-DRC must give written approval of drawings and designs before construction may begin. The approval of the DRC is also required prior to application for the City of Victor building permit.**

I understand that Builders at Mountainside Village are required to comply with the Mountainside Village Building Process and Review Schedule and:

- a. I will acknowledge that I have read and understand the Mountainside Builder's agreement, and I will have an opportunity to ask for clarification;
- c. I agree that a representative of our team will participate in a review of building plans with the Mountainside Village Design Review Committee as described in the Mountainside Village Building Process and Review Schedule.**
- c. The fee for design review is set by the **current Mountainside Village Design Review & Construction Fee Schedule.**



- d. A Performance Deposit, set by the **current Mountainside Village Design Review & Construction Fee Schedule**, will be refunded to me in upon meeting official, performance requirements. Deductions from the deposit will be incurred for infractions of Mountainside Village Regulations, failure to complete conditions of approval or damage to neighborhood improvements.

I agree to inspections as set out in the Design and Construction Review Checklist. At the time of each of these inspections, I will be available for a brief check-in session with the Mountainside Village DRC. During these sessions:

- e. Mountainside Village DRC will verify that the design submitted is what is being built;
- f. Aesthetics and compliance with energy performance standards will be reviewed; and
- g. Any significant variance from the approved plans shall be submitted to the DRC for review prior to constructing such variance from plans. **These proposals shall be submitted no less than two weeks before building of the variance begins.**
- h. Code compliance is the purview of local building inspectors, not the Mountainside Village DRC.
- i. **I agree to participate in post construction certification, during which:**
 - i. I will provide the homeowner with documentation that all building requirements of the DRC have been met;
 - ii. Official commendations for excellence and exceeding standards will be granted by the DRC;
 - iii. High scorers with regard to architectural merit, green building and craftsmanship will be recognized within the community each year.
- j. **I understand that the DRC will respond to applications as quickly as possible. Review time is expected to be one to two weeks. Complete applications will speed review. If approval is not granted in 30 days the application shall be deemed unapproved.**

I understand that if I do not comply with the terms set forth in this agreement, one or more of the following actions may be taken:

- k. **I will be required to meet with the Mountainside Village DRC to discuss further actions;**
- l. **I may lose all or part of my Performance Deposit for failure to comply.**
- m. **I will be removed from the Mountainside Village Approved/ Preferred Builder list, and I will no longer have the privilege of building in Mountainside Village.**