

## Middle Island Property Owner Agreement for New Construction

The MI Covenants in Article VI section 6.19 state that **“No site preparation or initial construction, erection or installation of any improvements, including but not limited to, residences, outbuildings, fences, walls, screens (whether by plants or structures) and other structures shall be undertaken upon Middle Island unless the plans and specifications therefore showing the nature, kind, shape, height, materials, including color schemes, and location of the proposed improvements shall have been first submitted to the Association or its designee and have been expressly approved in writing by such entity or its designee.” )**

The Middle Island Architectural Review Committee (MIPOA ARC) was created by the authority for the purpose of administering the MIPOA Design Guidelines. ([www.middleislandpoa.com](http://www.middleislandpoa.com)) Any owner who is planning to build, renovate, or change landscaping on any middle island property, must adhere to the MI Design guidelines. MI ARC review and approval is required prior to undertaking any new construction, exterior renovations, or site-work, and for any changes to an approved plan, however insignificant, to ensure compliance with the MI Covenants and Design Guidelines. This process ensures that all homes on Middle Island are of similar character, thereby maintaining the architectural vernacular and integrity of the community.

It is the owner’s responsibility for all work done on their property, and owner will be held accountable for any infractions. It is imperative that all owners entering into this agreement have visited the MIPOA website, ([www.middleislandpoa.com](http://www.middleislandpoa.com)) reviewed the fee structures and familiarized themselves with design guidelines.

The property owner must complete the Property Owner Agreement, have it notarized, and return the original document, along with all fees (see below) to the Middle Island Business Manager, Charles Pardee at 4097 Spring Island, Katie, South Carolina 29909 before approval of any construction on any property.

The fees associated with any Middle Island construction include: (1) a non-refundable of \$3 fee per heated square foot space, and (2) A refundable construction deposit of \$10,000 for any damages that are created during the construction process. The deposit will be refunded to the property owner, after the project is completed and inspected by the (inspector) for compliance with all rules and guidelines laid out in the MIPOA guidelines. [www.middleislandpoa.com](http://www.middleislandpoa.com) .

MIDDLE ISLAND PROPERTY OWNER ASSOCIATION ARCHITECTURAL  
REVIEW COMMITTEE OWNER AGREEMENT

(Please complete, sign, notarize, and return with required checks to MI ARC)

OWNER(S): \_\_\_\_\_

CONTACT PERSON(S): \_\_\_\_\_

PROPERTY ADDRESS ON MIDDLE ISLAND \_\_\_\_\_

OWNER MAILING ADDRESS \_\_\_\_\_

CITY, STREET, ZIP \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

BUILDER: \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

LANDSCAPE ARCHITECT: \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

OWNER CONSTRUCTION DEPOSIT: \$ \_\_\_\_\_

\*IMPACT FEE: \$ \_\_\_\_\_

(\$3 PER SQUARE FOOT OF HEATED SPACE)

\*THIS FEE MAY CHANGE DEPENDING ON FINAL APPROVAL OF TOTAL SQUARE FOOT OF HEATED SPACE.

OWNERS TYPICALLY RELY ON ARCHITECTS, BUILDERS AND LANDSCAPERS TO COMPLETE MANY OF THE FORMS IN THE SUBMITTAL PACKAGES, BUT OWNERS MUST BE AWARE THAT OMISSIONS ON FORMS MAY RESULT IN DELAYS, AND THAT ULTIMATE RESPONSIBILITY FOR ANY INFRACTIONS THAT OCCUR DURING THE PROCESS RESIDE WITH THE OWNER.

**THE UNDERSIGNED OWNER WISHES TO COMMENCE CONSTRUCTION ON THEIR MIDDLE ISLAND PROPERTY AND ACKNOWLEDGES AND AGREES TO THE FOLLOWING:**

The owner agrees to become familiar and comply with requirements set forth in the Design Guidelines [www.middleislandpoa.com](http://www.middleislandpoa.com)

**Construction Deposit** - Owner agrees to pay a construction deposit to be paid to Middle Island Property Owners Association for the purposes of ensuring compliance with the Covenants, Design Guidelines, Road Cut application, common areas, rights of way, fees, fines, penalties, and administrative expenses. The Association will refund the deposit in full, upon completion of the project, as determined by the ARC if:

- The construction project on the property has been completed in accordance with ARC approved plans
- No common areas on the property or rights of way have been damaged or disturbed by construction
- No covenants or design guidelines have been violated.
- No deficits are remaining from the landscaping plan
- 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 the deposit, regardless of whether the damage or failure is caused by owner, architect, landscape architect or builder, or their agents. Owner understands that the deposit may be applied to reimburse the Association for damages to the common areas and rights of ways 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, if the owner fails 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 allowed by law, may be deducted from the deposit and the balance owned may be assessed as a lien against the owner's property.

**Impact Fee** - Owner agrees to pay a non-refundable impact fee of \$3 per square feet of heated space to Middle Island Property Association

**Owner Obligations**

- Become familiar with the requirements set for in the Design Guidelines;
- Submit construction proposals and plans for the property to the ARC for review and approval;
- Submit any changes to any proposed plans for the property to the ARC review and approval prior to implementation;
- Comply with the Covenants and Design Guidelines and promptly remedy any violations thereof;
- Permit architect and/or landscaper architect to submit a proposal for work for final review by the ARC;
- Cause the improvements to be constructed, and landscaping to be installed pursuant to the plans submitted and approved by the ARC;

- Authorize owner’s architect and landscape architect to act in property owner’s stead as property owner’s representative during the construction process;
- Be responsible for the actions of owner’s architect, landscape architect, builder, and other agents as owner’s duly appointed representatives.
- Permit the ARC coordinator on-site access through the construction process;
- Repair any damage to the common areas, or rights of way caused by the owner, architect, landscape architect, builder, or other agents of owners during the construction process;
- Remit any amount assessed by the Board of the Association as damages or fines, understanding that damages may be assessed, and fines imposed up to \$100 per day per violation;
- 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.

**Road Cuts**—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.

**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 any claims against it for incidents pre-dating the transfer of the property.

THE UNDERSIGNED ACCEPTS THIS DOCUMENT AND CONSENTS TO HAVE THIS AGREEMENT RECORDED

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner 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.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Signature Middle Island Board Member

Date \_\_\_\_\_

**Please return these forms signed and notarized with two separate checks made out to the MIPOA for the Construction Deposit and the Impact fee  
Please mail to Charles Pardee Jr.,  
1 Bishop Gadsden Way, Apt 137  
Charleston, SC 29412-3570**

\_\_\_\_\_  
MIPOA, Board Signature

\_\_\_\_\_  
Date