

OWNER/CONTRACTOR SUBMITTAL FORM

The General Contractor and Owner agree to the following requirements:

1. ACKNOWLEDGEMENT AND AGREEMENT OF BUILDER AND OWNER: | rev 03/31/09

The General Contract and Owner acknowledge and agree to the following:

- a) *The Restrictive Covenants require that “all construction, electrical, plumbing and building shall be performed to comply with the requirements of the current and future building code and ordinances of the City of Columbus, Nebraska and said building code is incorporated in these restrictive covenants”*
- b) *The subcontractors must use licensed subcontractors that meet the licensing requirements of the City of Columbus.*
- c) *The City has issued a “Residential Guide” to highlight some of the Code items which is included as Attachment A4 in the Architectural Requirements.*
- d) *The Architectural Requirements are in “addition” to these requirements.*
- e) *Inspections are performed for the Association ~~by the City Inspector~~ are provided by Toby Gay who is a consultant to the Committee.*
 - *There is a mandatory framing inspection required by Toby upon completion for framing before start of sheetrock work. Sheetrock installation is not to start before an inspection letter is issued approving the framing work. |rev 5/10/19*
 - *Before occupying the residence, there is a mandatory inspection that also requires the Committee approval before the home can be occupied.*
- f) **FLOODPLAIN STATUS** |rev 3/31/09

1) *The Owner and General Contractor acknowledge and agree that the defined area within the Building Restriction Lines has been removed from the Special Flood Hazard Area (“SFHA”) under Federal Emergency Management Agency (“FEMA”) regulations (Refer to [LOMC 10-07-1300A effective 4/19/10](#) and [MICS-15137V effective 4/20/10](#)). Owner and General Contractor further acknowledge that the removal of the defined area within the Building Restriction Lines from the SFHA means that the defined area within the Building Restriction Lines is, by definition, no longer subject to the minimum floodplain management requirements implemented by FEMA.*

2) *Owner and General Contractor acknowledge and agree that the construction of any home, building or structure on the property which is outside of the property’s Building Restriction Lines as determined by FEMA or any other federal, state or local governmental entity following said construction, may subject the Owner to the following: (1) floodplain management regulation by FEMA or any other federal, state or local governmental entity; and (2) the requirement that the Owner obtain flood insurance on the home, building or structure.*

3) *Owner and General Contractor acknowledge and agree that both Owner and General Contractor have reviewed or been provided an opportunity to review the floodplain map as it existed on March 31, 2009. Owner and General Contractor further acknowledge that it is the responsibility of the Owner, and not that of the Developer or the Lake Oconee Homeowners Association, to determine how federal, state and local floodplain statutes, ordinances and regulations affect the Owner’s property. For example, Owner is responsible for (1) determining the location of the Building Restriction Lines of the Owner’s property as it relates to any home, building or structure constructed or to be constructed on said property; and (2) knowledge of any change in federal, state or local law governing floodplain management.*

4) Owner and General Contractor acknowledge and agree that following completion of the structure footings related to the construction of any improvement on the Owner's property, Owner shall engage, at the Owner's cost, Gilmore and Associates, Inc., located at 2670 33rd Avenue, Columbus, NE 68601, or any substitute surveyor that is approved by the Developer or the Lake Oconee Homeowners Association, to conduct a confirmation survey of the location of the proposed improvement to ensure that said improvement is within the property's Building Restriction Lines. Owner and General Contractor further acknowledge that no further construction of the proposed improvement shall take place until Owner provides Developer or the Lake Oconee Homeowners Association with a copy of the survey and the Developer or the Lake Oconee Homeowners Association acknowledges, in writing, that the structure footings are within the property's Building Restriction Lines.

5) Owner and General Contractor acknowledge and agree that Developer and Lake Oconee Homeowners Association shall not be responsible for any change in the property's SFHA or floodplain status as a result of any submittal hereunder.

6) Owner and General Contractor hereby covenant and agree that following the issuance of a building permit on the Owner's property, Owner and General Contractor will not build or cause to be built a structure or improvement that is outside the Building Restriction Lines constructed or to be constructed on the Owner's property. Owner and General Contractor further covenant and agree that Developer or the Lake Oconee Homeowners Association may remove the structure or improvement that is outside the Building Restriction Lines, so as to render the structure or improvement within the Building Restriction Lines, at Owner's expense. Owner hereby grants the Lake Oconee Homeowners Association, in the event of breach of this Subsection 1(f) (6), a lien on the Owner's property pursuant to the Nebraska Construction Lien Act, Neb. Rev. Stat. § 52-125 et seq., as security for Owner's payment under this Subsection 1(f)(6). Said lien shall be equal to the Lake Oconee Homeowners Association's cost of removal of the structure or improvement that is outside the Building Restriction Lines.

7) Notwithstanding any of the wording or terms used in the above paragraphs or on the related plats to the Estates at Lake Oconee development to the contrary, the use of the terms Building Restriction Line, Structural Restriction Line, and Limit of Building Construction shall all mean the same and shall be interpreted as the Building Restriction Line.

2. GATE USE:

The General Contractor is responsible for all its subcontractors and suppliers. | rev 8/6/06

The General Contractor is responsible to notify all subcontractors of the gate access rules:

- From 6AM to 6PM Monday through Friday access is gained by a gate access code
- Any time outside these hours is granted ONLY a call to the Owner from the gate phone OR by the Owner meeting the General Contractor/subcontractor at the Gate.
- Any damage inflicted to the gates by defeating the safety equipment (i.e. photo eyes), forcing the gate open will be billed to the Owner. | rev 10/10/07

3. PORTA-JOHNS:

The General Contractor is to provide a porta-a-john with the start of the first concrete pour. This is a health issue.

4. BURNINGS:

NO burning is allowed. All materials are to be hauled off. A roll off or some type waste container is required at the start of construction.

5. PUMPING FROM THE LAKE:

Pumping from the lake is prohibited (Rule IV B and VII B). If the well is not in place then the contractor is to provide some other source for water needs.

6. CONCRETE:

Trucks are only allowed to clean out at the designated location at see Mike Munson.

7. ADJACENT LOTS AND DEVELOPER AREAS:

The Owner and Contractor acknowledge and agree that the areas outside of the access road that goes around the lake are the EXCLUSIVE property of the Developer and cannot be altered or used in any fashion without the written permission of the Developer. Use or access of neighboring lots must be provided by permission of the owner of the affected lots.

8. RULES:

The Owner and General Contractor acknowledge and agree that NO property Owner can waive any of the covenants, rules or Architectural Requirements.

9. CLEAN UP:

The Owner and General Contractor acknowledge and agree that they are required to clean up the street in front of their lot and any adjacent lots before the house is considered complete. If this is not done it extends the "actual completion date" and therefore the time used to determine the final application fee.

|rev 10/15/07

10. SILT FENCE INSTALLATION:

The Owner and General Contractor acknowledge and agree that a silt fence will be installed on any lot with vegetation removed until either the vegetation is restored or topsoil is placed and along the lake side of the lot until the lake wall is completed.

|rev 02/14/13

11. LICENSED SUBCONTRACTORS (same as required by the City of Columbus): |rev 10/31/08, 11/01/10 and 5/10/19

- a. Electrical Subcontractor (name/state license #) _____
- b. Plumbing Subcontractor (name/city license #) _____
- c. Other (name/license #) _____

12. COMPLETION DATES:

This is to acknowledge and agree that the house and landscaping must be completed within the time as the Owner indicated on the Application for Plan Review (from twelve (12) month to fifteen (15) months) from the date work commences. The proposed construction plan is as follows:

- a. Start date of ANY work: _____
- b. House occupancy date (if different from completion) _____
- c. House completion date: _____
- d. Well functional for construction |rev 9/27/04 _____
- e. Landscaping date: _____
- f. Lakeside retaining wall date: _____

Owner (signature) **date** **Contractor (signature)** | rev 11/13/12

Attached is a general outline of the Building Restriction Lines at Estates at Lake Oconee. The Owner and General Contractor are responsible to only use information from records filed with Platte County for their property. | rev 3/31/09