

**APPLICATION FOR NEW HOME/ADDITION CONSTRUCTION  
Including Room Additions, Decks, Porches, Porch Enclosures and Patios**

New Bldg <input type="checkbox"/> –or- Addition <input type="checkbox"/>	Unit:      Lot:	Connestee Street Address:
<b>OWNER INFORMATION (please print)</b>		
Name:		
Mailing Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number:		
<b>CONTRACTOR INFORMATION (if applicable) – Complete attached Declaration</b>		
Name:		Contact:
Mailing Address: _____		
City: _____	State: _____	Zip Code: _____
Phone Number:		
License Number:		Tax Id Number:
# of Square Feet (finished space):		Window area as % of wall area:
Garages, Carports, & Unfinished space:		
Decks & Porches:		

**The Architecture and Environment Committee (A&EC) meets every Thursday morning (except on holidays).  
This application and accompanying documents must be submitted to the Connestee Falls Property Owners Administration (CFPOA) Office by 12 noon Monday prior to the meeting in order to be considered by the A&EC.**

Gutters - Gutters are required and downspouts are to be fitted with adapters for flexible pipe which will be buried to carry water to undisturbed soil. Indicate outlets for these pipes with a stake for final inspection.

Exterior Lighting – (See Article XVII of the Rules and Regulations)

The Owner or Contractor must contact CFPOA at 828-885-2001 for inspection purposes:

1. When the footprint is cleared, if the design elevation for the main floor has not been approved;
2. When the footers are dug (at least two working days prior to pouring concrete); and
3. When construction is complete. You will need to submit a copy of your Certificate of Occupancy from Transylvania County. It is important that all conditions set forth in this application be complied with before applying for this last inspection. If the project does not comply with the content of this application, a \$25 charge back against the security deposit will be levied for any subsequent final inspections.

A&EC Filing Fee	
Performance Deposit	
New Home Construction Fee	
Amenity Fee	
TOTAL FEES ATTACHED	
<b>Note: Improved property Assessments on new homes begin six (6) months after the date an A&amp;EC permit is issued or when a Certificate of Occupancy is issued, whichever comes first.</b>	

**FEES AND DEPOSITS (See Current CFPOA Fee Schedule for Rates):**

**Exterior Materials & Color Specifications** (Approved colors are shown on the color sample boards at the CFPOA Administration Building. Color chips must be submitted with the application.) No white color or color lighter than those on the sample board may be used.

<b>Roof Materials</b>	<b>Manufacturer &amp; Type of Materials</b>	<b>Color Name</b>
Roofing		
Window Units		
<b>Architectural Features</b>		<b>Paint Color</b>
Siding		
Corner Boards		
Band Boards		
Foundation		
Garage door(s) & Garage Door Trim		
Soffits		
Downspouts		
Facia Board and Gutters		
Window & Door Trim		
Shutters		
Front Door		
Decks & Porches (Natural or Siding Color)		
Roof Vents, Stove Pipes & Chimney Caps		

List others or changes to above

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Screening Plan (see Article XVII of Rules and Regulations): Describe plans to provide screening, if required. Work to be done within twelve (12) months of final acceptance.

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**A&EC Approval:**

**Approval comments:**

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## Owner and Contractor Responsibilities

### Erosion

Owner and Contractor acknowledge that they have obtained an appropriate erosion control plan and will perform construction in accordance therewith.

### Acknowledgement Regarding Stop Work Order

Owner and Contractor acknowledge receipt and review of a copy of both the Connestee Falls Property Owners Association (CFPOA) Declaration of Restrictive Covenants, and the Rules and Regulations. Owner and Contractor understand that a violation of CFPOA Rules & Regulations may result in a stop work order pending compliance with any corrective order.

### Inspection

Owner and Contractor hereby grant CFPOA, its designees and agents, the right of entry to make inspections to determine conformity with the approved construction plan and CFPOA Rules and Regulations.

### Acknowledgment and Release of Liability

Owner and Contractor, their successors and assigns acknowledge that approval of the proffered construction plan, specifications, or materials lists does not constitute a statement of suitability for plan purposes or compliance with building codes, or with generally accepted construction standards.

Owner and Contractor, their successors and assigns hereby release and discharge CFPOA, its members, its employees, officers, directors, members of the Architecture & Environment Committee (A&EC) or CFPOA agents of any and every description from and against any or all liability arising from construction of the subject improvement.

Owner and Contractor release and discharge CFPOA, its members, its employees, officers, directors, members of the A&EC, and CFPOA agents of any and every description from any and all actions, causes of action, damages, judgments, claims and demands whatsoever, in law or in equity connected to or arising from or related to the construction to which the application pertains.

### Violations

Owner and Contractor understand, acknowledge, and agree that any violation of the erosion control plan, construction plan, or the CFPOA Declaration of Restrictive Covenants or Rules and Regulations may be subject to a fine as set forth therein; and furthermore that such fine may be immediately charged to and deducted from the performance deposit as CFPOA may, in its sole discretion, determine appropriate; and furthermore since such deduction will impair the adequacy of the performance deposit; and that Owner or Contractor will restore the amount of such deduction within three business days upon demand by CFPOA.

### Variations

Any proposed changes to the approved erosion or construction plan must be written and provided to the A&EC at least two days prior to its regularly scheduled meeting. Immediately after such meeting the A&EC shall render its written decision and communicate same to Owner and Contractor. Owner and Contractor agree to proceed in strict accordance with such written decision. Owner and Contractor agree that proceeding without receipt of such written approval shall constitute a separate violation for each and every day such failure to comply shall continue.

### Responsibility for Subcontractors and Employees

Owner and Contractor agree that each shall be responsible for the acts, errors, or omissions of its employees, subcontractors and employees of subcontractors as if it were their own acts errors, or omissions.

### Completion

Upon payment of all monies, including fines, due CFPOA and upon satisfactory completion of final inspection the project will be deemed complete and the performance deposit shall be returned to the owner within three business days.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
CFPOA

**DECLARATION ACCOMPANYING APPLICATION FOR NEW HOME/ADDITION CONSTRUCTION**

I, \_\_\_\_\_, represent that I am the owner of Unit \_\_\_\_\_, Lot \_\_\_\_\_, and that I have designated the individuals or companies named below to act as my agent in representing me before the CFPOA during the construction of the project which is described in the attached application and as the General Contractor for the construction of this project. I further represent that I have read and understand the current version of the CFPOA Rules and Regulations which govern the completion of this project. I acknowledge that, as owner of the building site, I am personally responsible for ensuring that all of these Rules and Regulations are obeyed.

\_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

I, \_\_\_\_\_, acknowledge that I am acting as the agent for the owner described above, for the construction project described in the attached application. I represent that I have read and understand the current version of the CFPOA Rules and Regulations which govern the completion of this project.

\_\_\_\_\_ (Agent) \_\_\_\_\_ (Date)

I, \_\_\_\_\_, acknowledge that I will be the General Contractor for the construction project described in the attached application and that I am the agent for the above owner with respect to and concerning all requirements for construction as set out in the CFPOA Rules and Regulations. I represent that I have read and understand the current version of the CFPOA Rules and Regulations govern the completion of this project. I understand and agree that in accepting the role of General Contractor for this project I am accepting, along with the owner of the building site, responsibility for conforming to all of the application CFPOA Rules and Regulations.

\_\_\_\_\_ (General Contractor) \_\_\_\_\_ (Date)

**CFPOA - ARCHITECTURE & ENVIRONMENT COMMITTEE  
NEW HOUSING START AND OTHER CONSTRUCTION FEES  
(effective 1/1/2024)**

\$300	NEW HOME FILING FEE
\$5000	PERFORMANCE DEPOSIT – For new housing start. (performance deposits received after March 1, 2006 will be placed in a non-interest bearing escrow account and will be refundable after final inspection has been approved to the deeded owner at the time of final inspection.)
\$2000	PERFORMANCE DEPOSIT – For major addition which will increase heated & habitable sq. ft. by 20% or more, or a new level added to a portion of existing structure. Refundable after final inspection has been approved, to the deeded owner at the time of final inspection.
VARIABLE	IMPACT FEE – Fee for each new home or addition to an existing home calculated by multiplying a Board established rate for 3 categories of square footage: 1.) Finished space, 2.) Garage/Carport space and 3.) Porch/Deck space and totaling the three-dollar amounts.

Note 1: All owners of unimproved lots transferred **on or after** April 1, 2009, either privately or from CFPOA, will pay the fee in effect at the time the A & EC housing start permit is issued on that lot. An owner of an unimproved lot transferred **on or after** April 1, 2009 is anyone taking title to a lot by any means with the sole exception of a surviving spouse.

Note 2: All owners of unimproved lots transferred **prior to** April 1, 2009, either privately or from CFPOA, will pay the fee in effect at the time the A & EC housing start permit is issued on that lot, reduced by \$400 per year for each year that the current owner has owned that lot and paid assessments, down to a minimum impact fee of \$500. This privilege is not transferrable to anyone else with the sole exception of a surviving spouse.

**Note:** **Properties are charged at the improved assessment rate 6 months after the A & EC housing start permit is issued, regardless of the completion status of the house at that time (unless owner is participating in the incentive program).**

**Amenity fee** Based upon when lot was purchased by present owner.

BEFORE 3/1/95	\$0	3/1/04 TO 2/28/05	\$3500
3/1/95 TO 2/29/96	\$500	3/1/05 TO 2/28/06	\$4000
3/1/96 TO 2/28/97	\$1000	3/1/06 TO 2/28/07	\$4500
3/1/97 TO 2/28/98	\$1500	3/1/07 TO 2/28/08	\$5500
3/1/98 TO 2/28/99	\$1500	3/1/08 TO 12/31/19	\$8000
3/1/99 TO 2/28/00	\$1500	1/1/20 TO 12/31/20	\$10,000
3/1/00 TO 2/28/01	\$1700	1/1/21 TO 12/31/21	\$12,000
3/1/01 TO 2/28/02	\$1900	1/1/22 TO 12/31/23	\$12,500
3/1/02 TO 2/28/03	\$2100	1/1/24 TO 12/31/24	\$15,000
3/1/03 TO 2/28/04	\$2300		