



SOUTHBRIDGE

HOMEOWNERS ASSOCIATION

5710 Ogeechee Road, Suite 200, Box 225

Savannah, GA 31405

www.southbridgehomeowners.org

BUILDING CONSTRUCTION AGREEMENT NEW CONSTRUCTION

Date _____

Lot Number(s) _____

Property Address(es) _____

Owner _____

Phone Number _____ Cell _____

Email _____

Owner current with SBHOA assessments on all properly owned in Southbridge _____

Builder _____

Address _____

Phone Number _____ Cell _____

Email _____

Deposit Amount - \$ _____/per structure

ARC Administrator _____

Approval is hereby granted by the Southbridge Homeowners Association, Inc. (the "Association") in accordance with the Master Declaration of Covenants, Conditions and Restrictions — Southbridge, dated December 29, 1987 and recorded at Record Book 137F, Folio 261 in the Office of the Clerk of Superior Court, Chatham County, Georgia, as amended ("the Declaration"), for construction of a residence(s) on the above-described Lot(s), subject to the following terms:

GENERAL

The property owners(s) must confirm with the Association and the ARC Administrator that the property identified above has been added to the Association's Declaration, thus subjecting the property to all the Declaration's covenants, conditions and restrictions. In order to ensure compliance with the terms and conditions of this Agreement, a Construction Deposit in the amount shown above shall be paid to the Southbridge Architectural Review Committee (the "ARC"). The Construction Deposit shall be held by the ARC in a non-interest bearing, custodial account and returned to the Owner subject to completion of the proposed construction in conformity with the Declaration, the Southbridge Architectural Procedures including all appendices, schedules and revisions (the "Procedures"), the terms of this Agreement as well as all decisions of the ARC with respect to the subject Lot.

Both the Owner and the Builder are jointly and severally liable for compliance with the letter and spirit of the Declaration, the Procedures, the terms of this Agreement as well as all decisions of this Agreement and failure to correct non-approved changes will result in a Stop Work legal action, forfeiture of the Construction Deposit and such other remedies as deemed appropriate in the sole discretion of the ARC.

The Owner and/or Builder shall immediately inform the above-identified ARC Administrator of any of interest in lot ownership or any changes as to the builder on this project. Such new party will be required to execute a new Building Construction Agreement.

PREREQUISITES TO COMMENCE CONSTRUCTION

Prior to the start of construction, the Owner or his agent must present to the ARC an official Chatham County Building Permit and verification that all necessary documents have been signed and all applicable fees paid.

REQUIREMENTS DURING CONSTRUCTION

It is the Owner's responsibility to ensure that drainage at the specified Lot during and after construction will conform with all state and federal laws and that all water flow be directed away from the subject dwelling as well as adjoining properties and toward acceptable drainage systems.

Landscape plans for the specified Lot must be submitted in a timely manner as detailed in the Procedures.

The ARC must approve all revisions to the approved plans, including but not limited to alterations or changes to the trim, siding, shingles, shutters, doors, windows, colors, driveways, walkways and landscaping. Upon discovery of a violation of any provision of the approved plans, the ARC, in its discretion, may issue a Stop Work Order. The Owner and Builder agree to cease construction upon receipt of a Stop Work Order until all violation(s) have been corrected to the satisfaction of the ARC. Neither the Association nor the ARC nor anyone acting on behalf of either entity shall be liable for any expenses incurred by the Owner or the Builder due to the issuance of such a Stop Work Order under this Agreement.

NEW CONSTRUCTION

The Owner, the Builder or their designee shall be responsible for scheduling all inspections as required by the Procedures (Site Layout, Dry-in/Exterior, Landscape and Irrigation, and Final). Failure to schedule these inspections at the appropriate time may result in a Stop Work Order and/or forfeiture of the Construction Deposit at the sole discretion of the ARC.

The ARC has the right enter and inspect the premises from time to time at its sole discretion and without prior notice in order to verify that work is proceeding in accordance with the approved plans and conditions of this Agreement. The Owner shall comply with the inspections and requirements provided in the Procedures. The Builder and his employees and sub-contractors shall abide by the same.

By this Agreement, the Owner and Builder agree to save from harm all adjoining rights-of-way, streets, curbs, property monuments, sidewalks, golf cart or bicycle paths, and other private or communal properties. If the ARC determines that such property has been damaged as a result of an act or omission of the Owner, Builder, their employees, agents or sub-contractors hired by them, Owner and Builder agree to restore all damaged property to its original state, subject to approval of the ARC, within seven (7) days from the date of the written notification of such damage.

The Owner and Builder agree to maintain the work site in a clean and orderly condition during construction and shall not cause trash and/or debris to accumulate anywhere within the Southbridge community. If the ARC notifies either the Owner or the Builder that the work site does not conform to the foregoing standard as determined in the sole discretion of the ARC, the Owner and Builder shall take such action as necessary to remedy the situation within one business day after notification. If the Owner and Builder fail to remedy the situation, a Stop Work Order may be issued.

CONSTRUCTION COMPLETION

The Owner and Builder agree to complete all work within one year of the date of final approval of the plans by the ARC. Failure to complete construction, including the approved final grading plan, approved drainage plan, and the approved landscape plan and pass final inspection within the one year time limit may result in forfeiture of the Construction Deposit at the sole discretion of the ARC. Extension of this one-year period will be at the sole discretion the ARC.

Within 14 days of completion of construction, the ARC Administrator shall be contacted, and a Final Inspection scheduled. All items requiring correcton shall be in the Final Inspection Report and shall be corrected by the Owner and Builder within 30 days of said Report to the satisfaction of the ARC. Failure to comply with this provision may result in forfeiture of all or a portion of the Construction Deposit at the sole discretion of the ARC. Construction Deposits shall be refunded upon satisfactory completion of all items requiring correction as identified in the Final Inspection Report.

OTHER TERMS AND CONDITIONS

Failure to comply with the terms of this Agreement may result in the forfeiture of all or a portion of the Construction Deposit in the sole discretion of the ARC. The Owner and Builder

acknowledge and agree that the required Construction Deposit shall be retained by the ARC pending satisfactory completion of the project in accordance with the approved construction plans, the Declaration, the Procedures, the terms of this Agreement and all decisions of the ARC with respect to the subject Lot.

The Owner and Builder acknowledge that the ARC shall have the right in its sole discretion to assess deductions against the Construction Deposit for the failure to complete the project on a timely basis, the failure to construct the project in accordance with the approved construction plans and drawings, the failure to comply with the specific conditions imposed by ARC or any other failure to abide by the Declaration or Procedures. Legal expenses, court costs and professional services costs incurred by the ARC or the Association in relation to any matter of non-compliance under this Agreement shall likewise be deducted from the Construction Deposit. The retention of monies from the Construction Deposit by the ARC for penalties, fees, or costs will not in any way relieve the Owner and the Builder from additional liability.

Neither the approval of plans or house location nor the publication of development standards or requirements shall be construed as representing or implying that such plans, location, specifications, development standards or requirements will, if followed, result in a properly designed residence. Such approvals and guidelines shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. Neither the Association nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved, nor for any defects in construction pursuant to such plans and specifications. Owner shall have sole responsibility for compliance with approved plans and does hereby hold the ARC, the Association and its members harmless from any and all failure thereof caused by the Owner, Architect or Builder. The Association reserves all rights that it may have in the event it is determined that the Builder has failed to comply with the approved plans and specifications.

In consideration of the approval granted herein by the Association through the ARC, the Owner and Builder hereby fully and finally release, acquit and forever discharge the Association, the ARC, their respective members, managers, officers, heirs, personal representatives, successors and assigns of and from any and all claims, demands, actions, causes of action, costs and expenses, (including, without limitation, reasonable attorney's fees) arising from the beginning of time, through and including the date of the completion of construction contemplated under this Agreement which are in any way related to the construction of the residence contemplated herein.

IN WITNESS WHEREOF, the parties hereto do hereby accept and approve, without reservation, these terms and conditions as of the date first set forth above.

[SIGNATURES ON THE FOLLOWING PAGE.]

Signed, sealed and delivered in the
Presence of:

I. WITNESS

NOTARY PUBLIC, _____ County, GA

Signed, sealed and delivered in the
Presence of:

II. WITNESS

NOTARY PUBLIC, _____ County, GA

Signed, sealed and delivered in the
Presence of:

III. WITNESS

NOTARY PUBLIC, Chatham County, GA

OWNER:

By _____

Print Name _____

BUILDER:

By _____

Print Name _____

Its _____

**SOUTHBRIDGE HOMEOWNERS
ASSOCIATION, INC.:**

By _____

Print Name _____

Its _____