

May 18, 2020

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C.
CODE ANN. SECTION 15-48-10 et seq.**

**CLIFF RIDGE PROPERTY OWNER
&
NEW HOME BUILDER'S CONTRACT
Revised May 18, 2020**

All property owners must obtain CR Architectural Review Committee (ARC) plan approval which includes compliance with the Site Preparation/Plant Protection and Preservation Agreement before any site work or construction begins on all new homes as well as any modifications or additions to the exterior of the home or the property outside of the original envelope/footprint for the home.

Deposit and Pre-Construction

For new home construction the Property Owner will be required to submit a deposit of \$13,500 (\$3,500 non-refundable). The balance will remain in an interest-bearing account. The executed Property Owner & Builder Agreement along with the required deposit shall be submitted to the Cliff Ridge Administrative Manager. For new home construction the Builder is required to provide a Certificate of Liability Insurance naming Cliff Ridge Colony Homeowners Association, Inc. (CRC) as an additional insured prior to commencement of construction or improvements to the property. The Deposit and Certificate of Liability Insurance must be received prior to commencement of construction or improvements to the property. The deposit will be held by the ARC as security for the faithful compliance by Property Owner and their designated Builder with the Covenants, Bylaws, Rules & Regulations of the Association, the terms expressed herein and to assure that the house and improvements are constructed in accordance with the requirements and approval(s) of the ARC. In the event of a violation of the above, the ARC is authorized in its sole and exclusive discretion to utilize the Deposit money to correct any violation or deficiency that continues to exist after written notice of the violation has been sent and failure by Property Owner to undertake corrective steps or complete the same within thirty (30) DAYS. The Deposit money or balance, as the case may be, will be refunded including interest if applicable to the Property Owner(s) within sixty (60) days following completion of all improvements, including final landscape installation and issuance of the certificate of occupancy for the new house. The owner shall request a final ARC inspection following completion of all improvements and landscape installation.

Once approval of plans is obtained from the ARC and before any site or construction activity is started, the Property Owner(s), along with the Builder (a state licensed contractor), must schedule a meeting with a representative of the ARC and the CR Site Manager, to locate all right of ways, water lines and property boundaries, and to approve all tree cutting or cutting of native plants or underbrush prior to any grading or site preparation. The location of all underground utilities will be identified by Property Owner(s) or contractor with CRC Site Manager prior to the meeting. This meeting can be scheduled by calling 864 836-6845. The Property Owner will point out the building and any other improvements such as garages, out-buildings, driveways, to the CRC Site Manager, which must be in compliance with the property boundaries and set-back lines.

Inspection

The ARC, through its designated agents, will periodically inspect the construction site for compliance with the CR Covenants, Bylaws and Rules and Regulations. ("Rules"). The Property Owner, by the execution of this agreement, grants the ARC and its designated agents the right to enter upon the property of the owner(s) for the purpose of making periodic inspections. The Property Owner shall contact the Cliff Ridge

Administrative Manager sufficiently in advance for an inspection prior to any land clearing and tree cutting on the property, to determine the identification and location of preserved trees and shrubbery and to protect the same. For new home construction the Property Owner shall contact the Cliff Ridge Administrative Manager or the ARC Representative for inspections 1) When the structure is "in the dry", i.e. roofing, windows, exterior doors, and siding installed and painted; and 2) When the construction is substantially complete, i.e. the certificate of occupancy is issued by Greenville County and landscaping and driveway complete. If any inspections reveal any violation, the Property Owner(s) will have three (3) business days from receipt of the violation notice to cure (undertake remedial steps to correct the cited violation) and seven (7) days to complete the corrective action. At the ARC Representative's sole discretion more time to cure may be allowed if in the discretion of the ARC Representative the extended cure time is warranted. Failure to begin correction within three (3) business days, or to complete the same within the designated time, will subject the Property Owner(s) and/or Builder to fine(s), use of deposit money, assessment liens and/or STOP WORK ORDER by the ARC.

RULES AND REQUIREMENTS

During Construction

Once construction begins, the Property Owner and Builder agree to comply with the following **rules and requirements**:

1. Construction or operation of maintenance equipment is not allowed on Sundays and holidays. Construction activity can only occur from 7:00 a.m. to 6:00 p.m. on weekdays and 9 a.m. to 5:00 p.m. on Saturday. "Quiet work" may continue until 7:00 p.m. on weekdays only. No construction vehicles may be parked at the site except during approved construction hours.
2. A trash dumpster must be placed on the building site during construction and remain until full completion of the project. Property owner is responsible for keeping the dumpster serviced by the vendor on a regular basis or when dumpster is full. Building site must be kept free from excess accumulation of building materials. Placing food items in the dumpster is prohibited.
3. Dumping of tree trunks, limbs, brush or any other materials within CRC during site work or construction is strictly prohibited. No materials of any nature can be discarded on an adjacent CRC lot or over the cliffs. All trees, tree stumps, bushes, limbs and any plant materials cut (as approved by ARC) must be removed from the building site and CRC property within 60 days of cutting. Failure to remove debris as prescribed will result in a private contractor completing the work and property owner will be billed by the CRC or in the sole discretion of the ARC the costs of removing the debris shall be paid from the Property Owner's deposit.
4. Builder must take all necessary steps to protect and preserve the trees, native plants and shrubbery during construction and will install silt fencing if required by the ARC.
5. Builder must provide siltation and erosion control for the work site during the entire construction phase.
6. Open burning of any type is strictly prohibited. Contained burning of any type must have prior approval by a representative of the ARC. The builder is responsible for verifying that each fire is completely extinguished. The container should also have a fireproof cover to be used any time the building crew leaves the site.
7. A portable toilet is required on lot during site work and construction until the house is occupied.
8. Driveways and parking pads are to be paved when construction is completed.
9. All site work and construction must be completed within 12 months from the date approval is received from CRC ARC.
10. Prior to beginning any site work or construction, Property Owner is required to engage a Licensed Surveyor to locate all property boundary pins, set back lines, stake the location of improvements

- to be constructed, prepare a topographic survey and a tree survey which identifies all trees having a diameter of 6" two feet above the ground.
11. A water meter must be installed at the street edge of the building site. (These are available through the CRC Office at a cost of \$300). A water cut-off valve is furnished for cut-off at the street side of the meter.
 12. Builder must contact the CRC Site Manager for a specific gate access code to be assigned for this project. Builder and all sub-contractors must enter the entrance gate using the specifically assigned gate access code.
 13. Property Owner is required to provide the names and contact information of Builder and sub-contractors to the CRC Site Manager. Any site signage must be approved by the CRC Site Manager.
 14. Contractors and sub-contractors are required to comply with CRC speed limit and stop signs which are enforced by CRC site management as well as CRC Covenants and Restrictions.
 15. Property Owner must instruct Builder and sub-contractors to protect CRC owned property. Property Owner shall make or pay for all repairs or replacement to any CRC property that is damaged by the Builder or anyone involved in the construction of the house and improvements including the delivery of materials.
 16. Builder and sub-contractors are not permitted to use CRC Association Facilities or Amenities except the gate and roads for access to the building site. Specifically, Builder, and sub-contractors are not permitted to use CRC Club House (including restrooms), phones, utilities, pools, tennis courts or lake. Builder and sub-contractors are not permitted to bring pets on CRC property including the building site.
 17. **Oversized Trucks:** Oversized trucks are not allowed through the CRC entrance without prior notification and arrangements made with the CRC Site Manager. An oversized truck is defined as one with more than ten wheels or a truck that is forty (40) feet or longer. If you need to bring in a truck that is oversized you must provide the CRC Site Manager, Kevin Broderick, a minimum of 48 hours notice before delivery or pick up so he can monitor the oversized delivery or pick up. Kevin can be reached at 864-836-3490 or cocolony@bellsouth.net
 18. Contractors and sub-contractors are prohibited from bringing firearms or weapons onto CRC Property.
 19. All propane tanks must be buried or screened.
 20. **Sanctions:** In addition to any remedy provided by law or in equity, any violation of the **rule(s) or requirements** will subject the owner(s) and/or Builder to fine(s), use of deposit money, assessment liens and or STOP WORK ORDER by the ARC.
 21. Miscellaneous
 - a. This Agreement shall be governed by the laws of the State of South Carolina. The parties agree that the State and Federal Courts in Greenville County, South Carolina shall have exclusive jurisdiction of disputes arising under this Agreement, and the parties agree to submit to the personal jurisdiction of those courts. Venue shall be properly and exclusively laid in Greenville County, South Carolina.
 - b. **ARBITRATION:** The parties agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be resolved through binding arbitration. Either party may serve a demand for arbitration upon the other party. The party serving a demand for arbitration must assert in the demand all claims then known to that party. The parties shall select an attorney licensed in the State of South Carolina to serve as the arbitrator. In the event the parties cannot agree on the selection of an arbitrator then upon request of either party the arbitrator shall be selected by a resident circuit court Judge in Greenville County, South Carolina. The Arbitration will be held at a

location in Greenville County, South Carolina. If the parties proceed to arbitration, it will be conducted in accordance with the South Carolina Uniform Arbitration Act. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Each party shall bear the costs equally of the arbitration.

- c. **MEDIATION:** Prior to engaging in arbitration the parties shall endeavor to resolve any dispute by mediation in accordance with the South Carolina Alternative Dispute Resolution process (ADR). A mediator shall be selected in the same manner as the selection of an arbitrator as referred to in paragraph 21(b) above. Each party shall bear the costs equally of the mediation.
- d. The waiver by the Association of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- e. All notices under this Agreement shall be in writing and shall be served by mail addressed to each party as stated below:

- i. The Association:
Cliff Ridge Property Owners Association
Ms. Robin Bishop
205 Rhododendron
Cleveland, SC 29635

- ii. Lot Owner(s): _____
Address: _____

- f. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, assurances, or contracts, whether oral or written, respecting said subject matter.
- g. The provisions of this Agreement are severable. If a provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be affected thereby.
- h. No modification, amendment, addition or termination of this Agreement or waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all parties hereto.

INDEMNIFICATION OF CRC AND ARC FOR ACTIONS TAKEN ON LOT TO REMEDY NONCOMPLIANCE OR BREACH OF THIS AGREEMENT: The Property Owner and/or builder will indemnify and hold CRC harmless for any actions the ARC or CRC takes to insure compliance with this Agreement, as well as the corresponding Agreements entered into with CRC or ARC and the Property Owner in conjunction with the project, and will indemnify and hold CRC and ARC harmless from all claims and demands that may be asserted by any third parties in regards to the actions taken by CRC or ARC on the Lot.

Owner's Initials _____ Builder's Initials _____

By executing this agreement both the Owner of Lot _____ and Builder acknowledge they have read and are familiar with the Amended and Restated Declaration of Restrictive Covenants for Cliff Ridge Colony

May 18, 2020

as may be amended from time to time, including Article 9, Architectural Control and Article 10, Architectural Standards: Uses Permitted and Prohibited.

We look forward to our work together and invite any questions you may have at any time.

ARC Chairman

Date

Property Owner

Phone Number

Date

Builder

Phone Number

Date