



**NEW CONSTRUCTION
CONSTRUCTION AGREEMENT**
The Landings Association, Inc.

A refundable construction deposit is required

PROPERTY ADDRESS _____ **LOT NO.** _____

OWNER _____

Phone # _____ Cell # _____ Email _____

ADDRESS _____

Deposit Amt. \$ _____

BUILDER _____

Phone # _____ Cell # _____ Email _____

ADDRESS _____

Deposit Amt. \$ _____

Refund Checks are sent to address on deposit check or address listed above.

Approval is hereby granted, as authorized by the General Declaration of Covenants and Restrictions of The Landings Association, to construct a residence on the above-described Lot, subject to the following terms:

GENERAL

In order to ensure compliance with the terms and conditions of this Agreement, the lot owner and the builder shall provide a good faith Construction Deposit, as shown above, for additions/alterations. The Landings Association shall hold this non-interest bearing Construction Deposit in a custodial account until the construction is completed, any required landscaping is fully implemented, and any discrepancies identified in a Final Inspection Report have been corrected. The owner and builder are jointly and severally obligated to comply with the letter and the spirit of the General/Declaration of Covenants and Restrictions of The Landings, the Rules and Regulations of The Landings Association, any agreements between the owner or builder and The Landings Association, the Architectural Guidelines including all Appendices and Schedules and Revisions available at the Architecture Department, the terms and conditions of this Agreement, and all decisions of the Architectural Review Committee with respect to this property. **Failure to fully comply with the terms and conditions of this Agreement and failure to correct non-approved changes will result in a Stop Work Order, legal action, forfeiture of the construction deposit and any other remedy that The Landings Association’s Board of Directors deems appropriate.**

The owner or builder shall immediately inform the Architectural Administrator of any transfer of interest in lot ownership or any change in the builder of said project. The new party involved is required to execute a new Building Construction Agreement.

A lot to be developed for private use and not submitted as a speculative home may not have a Real Estate “For Sale” sign placed on the lot until the property owner has occupied the home.

PREREQUISITES TO COMMENCE CONSTRUCTION

Prior to issuance of a permit to start construction, the owner or his agent must present to the Architecture Department, a copy of the Chatham County permit, an approved/paid receipt from Utilities, Inc., showing that all applicable water and sewer connection fees have been paid in full and pay the full amount of the construction deposit and comply with all other preconstruction requirements of the Architectural Guidelines, Covenants and Rules and Regulations of The Landings Association.

REQUIREMENTS DURING CONSTRUCTION

It is the owner’s responsibility to ensure that drainage caused by development, during and after construction, will be directed away from the dwelling and adjoining properties to acceptable drainage systems.

Landscape plans for all homes must be submitted in a timely manner as detailed in the Architectural Guidelines.

Prior to implementation, the Architecture Department must approve any revisions to the approved plans. This includes but is not limited to alterations or changes such as trim, siding, shingles, shutters, doors, windows, colors, driveway and/or walkway locations and landscaping. Upon discovery of a violation of any provisions of this approval, The Landings Association may issue a Stop Work Order at its discretion. The builder agrees to cease construction until such violation(s) have been corrected. The Landings Association shall not be liable for any expenses incurred by the owner or the builder due to such work cessation or corrections required to bring the construction into compliance with the approved plans.

BUILDING CONSTRUCTION AGREEMENT – NEW CONSTRUCTION

All Sections of The Landings Association Architectural Guidelines and Review procedures apply during construction. The owner or his designee shall schedule all the required Landings Association Inspections (Pre-construction, Foundation, Post Foundation, Framing, Dry-in / Color and the Final). Failure to schedule these inspections at the appropriate time may result in a Stop Work Order, and / or forfeiture of the construction deposit.

The Landings Association’s Architecture Department has the right to 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 procedures provided in the Architectural Guidelines of The Landings Association. The builder and his employees and sub-contractors shall abide by the same.

The builder agrees 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 such property is damaged as a result of an act or omission of the builder or his sub-contractor, the builder agrees to restore all damaged property to its original state, subject to approval of The Landings Association, within seven (7) days from the date of the written notification of such damage.

The builder agrees 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 Landings. If notified by The Landings Association that these conditions have not been maintained, the builder shall perform the required clean-up activities within one business day of such notification or a Stop Work Order will be issued.

CONSTRUCTION COMPLETION

The owner and builder agree to complete all work within one year of the date of The Landings Association building permit in accordance with the documents approved by the Architectural Review Committee of The Landings Association. 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. *Extension of this one-year period will be at the sole discretion of the Architectural Review Committee.*

When the construction process is complete, the owner/builder must call the Architecture Department to schedule a Final inspection **within 14 days of the project being completed.** All discrepancies noted on the Final Inspection Report must be corrected **within 30 days of the final inspection.** *Failure to comply with this provision may also result in other remedies that are available.*

REFUND OR FORFEITURE OF THE CONSTRUCTION DEPOSIT

Deposits are refundable upon completion of the requirements described in the Final Inspection Report.

*Failure to comply with the terms of this contract will result in forfeiture of the deposit. **These requirements must be completed within 30 days after the final inspection that has no discrepancies noted.** “The owner and builder hereby acknowledge that the funds so deposited will be deposited in a noninterest bearing account with a federally insured institution, with all interest accruing to the benefit of The Landings Association. The owner and builder further acknowledge and agree that such funds shall be retained by The Landings Association pending satisfactory completion of the project in accordance with current construction drawings approved by the Architectural Review Committee and with other Architectural Review Committee rules or conditions noted herein. The owner and builder further acknowledges that the Architectural Review Committee shall have the right to assess deductions against the owner and builder for the failure to complete their project on a timely basis, or failure to construct the project in accordance with the approved construction plans and drawings, or failure to comply with other rules or conditions noted herein. Such deductions, which may be established and periodically modified, by The Landings Association and/or Architectural Review Committee at its sole discretion, from time to time, shall be subtracted from the funds deposited by the owner and builder, but without further accounting by the parties involved. Legal expense, court costs and professional services costs incurred by The Landings Association and/or Architectural Review Committee related to any matter of non-compliance shall likewise be deducted from the funds deposited by the owner and builder. Retention of such penalties, legal fees, or professional services costs from the funds deposited by the owner and builder will not in any way relieve those parties of further liability”.*

No approval of plans or house location, and no publication of development standards or these Guidelines shall ever be construed as representing or implying that such plans, location, specifications, development standards or Guidelines 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 workmanlike manner. Neither The Landings Association nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved neither under these Guidelines nor for any defects in construction pursuant to such plans and specifications. The property owner shall have sole responsibility for compliance with approved plans and does hereby hold the Architectural Review Committee and The Landings Association harmless from any failure thereof caused by the property owner’s architect or builder. The Landings Association reserves all rights that it may have in the event it is determined that the property owner’s builder and/or general contractor has failed to comply with the approved plans and specifications.

IN WITNESS WHEREOF, the parties hereto do hereby accept and approve, without reservation, these terms and conditions.

OWNER’S SIGNATURE _____ **DATE** _____

CONTRACTOR’S SIGNATURE _____ **DATE** _____