

**SOUTHVIEW HOMEOWNER'S ASSOCIATION
NEW CONSTRUCTION AGREEMENT**

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Fees and Conditions (To be paid prior to start of construction):

A damage deposit of five hundred dollars (\$500) must be presented to the Board prior to any construction occurring on the site. This damage deposit will be used to pay for repairs and/or replacement of gates that are destroyed or damaged by contractor or any of his/her subcontractors not covered by the fee outlined in #1 above, or may be used to repair damage to the physical plant of Southview that said contractor did not repair while on the site. Any unused funds will be returned to the Owner(s) after construction has been completed.

Failure to abide by the CC&R's and this agreement will draw penalties and remedies as appropriate by Board sanctions and, if necessary, by legal means.

Signed this _____ day of _____, 2011.

For the Board of Southview Homeowner's Association:

President/Vice President

For the Homeowner:

For the Contractor and all Subcontractors:

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6. No alcohol or drugs are permitted in Southview or on any construction sites by the general contractor or any of his/her subcontractors.
7. Be responsible for all utilities and physical plant that service the lot (including, but not limited to, water, electricity, telephone, cable, curb and gutter). Any damage or breakage to the systems or physical plant must be repaired immediately to minimize damage and inconvenience to other Southview residents. Any damage or breakage to the physical plant (such as curbs and/or gutters) must be repaired before any damage deposit is returned.
8. Observe a **maximum** speed limit of twenty miles per hour (20 mph), and ensure that all vehicles and equipment parked along the side of the road are placed so as to protect soils and vegetation, and to avoid gridlock and the resultant inconvenience to other Southview residents. Parking vehicles or equipment on adjacent lots is not allowed at any time unless the owner(s) of those lots have given their permission, in writing.
9. Avoid any concrete spills or discharges, or any soil or vegetation spills during construction or landscaping, on any Southview roads. If such spills or discharges do occur, they must be cleaned up immediately. This includes, but is not limited to, soil and debris from truck tires, tractor cleats, and so forth.
10. To place a portable toilet firmly on the building site from the beginning of construction through the final inspection.
11. To place a garbage dumpster (minimum of 3 yards in size) on the site (*not* in the street!) from the beginning of construction through the final inspection. Lots are to be kept clear of garbage, refuse and discarded materials during the building process, and avoid the carrying of such materials to adjacent properties by the high winds that prevail at Southview.
12. Any burning of construction materials is to be done in strict compliance with State and County regulations.

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Pursuant to Section 1 of the bylaws of the Southview Homeowner's Association, and specifically for the preservation and upkeep of the common areas and neighbor lots in Southview, and the upgrading and reform of our security measures, the Board hereby requires all owners who are building their residences to execute the following agreement *jointly* with their building and/or general contractor so that any disputes and/or damages that affect our common interests and asset values can be avoided.

AGREEMENT

We, _____, owners of Lot # _____ located within the Southview PUD, and _____, a general contractor (license # _____), do hereby covenant *jointly* to the Southview Homeowner's Association as a further condition to obtaining Association approval to build, agree to the following requirements.

1. To conform to all CC&R's as they relate to use restrictions on or around the lot including, but not limited to, view lines for the protection of the neighbors views from their lots,
2. That no dogs or other animals are to be brought onto Southview lands and construction sites by the general contractor or any of his subcontractors, and no private or public nuisance is to be created, e.g., the playing of loud music either on the site or in any worker's vehicle,
3. The time permitted for completion of construction in the CC&R's is a period of twelve (12) months, but this limitation may be modified when extreme weather delays occur. If necessary, a written request for an extension of time should be made to the Board of Directors.
4. The days permitted for construction are Monday through Saturday, from 7:30 a.m. until 5:30 p.m. Exterior construction work on Sunday is prohibited, and all hours will be strictly enforced.
5. The existence of a security gate system has obvious implications. With this in mind, the general contractor and his/her subcontractors agree that no access will be used for non-business purposes (such as sightseeing on weekends) at any time, and that codes provided will not be distributed to family, friends or associates. Contractor should also see Fees and Conditions below.