

THE POINTES OF PLANTATION POINTE OWNERS ASSOCIATION
P.O. BOX 443
CHAPIN, SOUTH CAROLINA 29036

PROPERTY OWNERS CONSTRUCTION AGREEMENT

EXHIBIT C

Property Owner: _____ **Lot(s) #** _____

Mailing Address: _____ **Phone** _____

Construction Type: _____

ARC Construction Approval Date: _____

Contingent upon receipt of this properly executed and notarized Construction Agreement, the Pointes of Plantation Pointe Owners Association (the Association) Architectural Review Committee (ARC) herewith approves your construction project as per the attached set of plans and specifications dated and certified as being *ARC Approved*.

This approval presumes compliance with all county and state building ordinances, the rules of the SCE&G, and the Association's Covenants, By-Laws, Policies rules, regulations and Architectural Guidelines. This approval expires one year (365 days) from the above approval date.

The above named property Owner herewith agrees to the following:

1. The Owner agrees that progress on construction and landscaping will be evident, continual, and completed in a timely manner.
2. The Owner agrees that representatives of the ARC and the Consulting Architectural Firm have legal and unrestricted access to the property during the construction process for the purposes of ensuring compliance with the approved building plans, specifications and the Association's rules, regulations and Architectural Guidelines.
3. The Owner agrees to ensure the timely submission of a completed foundation survey showing the approved building pad prior to the beginning of the framing stage of construction.
4. The Owner additionally agrees to receive ARC approval of the required *Framing, Exterior* and *Final* Inspections in accordance with the provisions of *The Pointes of Plantation Pointe Architectural Guidelines*, prior to proceeding with any additional construction. The Owner further agrees to accept any and all liability with regard to any work progressing beyond a

required inspection without formal notice of the results of the inspection from the ARC, including but not limited to, fiscal sanctions and the dismantling and removal of any work if a deviation to the approved plans and specifications is found.

5. The Owner agrees all workmanship and quality of the same is the sole responsibility of the Owner and the Association is in no way liable for any deficiencies therein.
6. The Owner assumes all responsibility for all damages caused by any Builder, Contractor, or Sub-Contractor employed by the Owner. These damages may include, but are not limited to, roadways, curbs, curb lawns, unauthorized tree removal, damage to neighboring properties, and unauthorized use of utilities.
7. The Owner agrees the ARC may cause all work to cease if violations of the Association's Architectural Guidelines, Covenants, By- Laws, Rules or Regulations occur or the terms of this Agreement are breached to the extent the ARC, in its sole discretion, deems necessary.
8. The Owner agrees to assume all liability and costs regarding a cessation of work and agrees further that the Association will be held harmless from any and all liability, including, but not limited to , costs incurred or time lost as a result thereof.
9. The Owner agrees to correct or resolve all construction related corrections or deficiencies as reported by the ARC.
10. The Owner agrees to seek and obtain written approval from the ARC for any and all changes to the approved building plans and specifications prior to making such changes.
11. The Owner further understands that failure to obtain written approval will result in sanctions as provided for in the Association's Dispute Resolution and may, in the ARC's sole discretion, require the removal of the change and re-construction to the original plans and specifications as approved.
12. The Owner further agrees to accept all liability and costs for all corrections of unapproved changes, whether completed by the Owner or the Association.
13. The Owner agrees no occupancy of the residence will occur prior to the issuance of a Pointes of Plantation Pointe Owners Association Certificate of Occupancy and understands that doing so may result in the eviction of said occupants until such time said Certificate is issued.

14. The Owner agrees to continue to assume all responsibility and liability for the completion of the construction project and to secure a Newberry County Certificate of Occupancy and a Pointes of Plantation Pointe Owners Association Certificate of Occupancy in the event the home is sold or legal ownership is changed for any reason.
15. The Owner agrees to reimburse the Association for any costs incurred, including, but not limited to legal fees and court costs, as a result of the enforcement of this Construction Agreement, the Association's Architectural Guidelines, Covenants, Rules and Regulations.
16. The Owner agrees not to commence any construction or clearing of trees six (6) inches in diameter until a copy of this properly executed document bearing the ARC's written approval to proceed with said construction, as provided for below, has been received.

Signed under this _____ day of _____, 200__

By: _____
 Owner(s)

STATE OF SOUTH CAROLINA

Personally appeared before me _____ and affixed his/her signature to the within written document.

Sworn before me this

_____ day of _____, 200__

 Notary Public of South Carolina

My Commission expires _____

The Pointes of Plantation Pointe Owners Association Architectural Review Committee herewith certifies the above Owner's Construction Agreement was properly executed and received by the ARC on _____ and, as herein stipulated, authorizes the Property Owner to proceed with the approved construction process.

Chairman, ARC

Date

