

**Sawgrass Association, Inc.**  
**Architectural Review Committee**  
**New Home Pre-Construction Meeting & Agreement**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **& Lot #** \_\_\_\_\_

**PRE-CONSTRUCTION MEETING:** Contact Castle Group to schedule a home site meeting to discuss lot clearing, grading, silt fencing, sidewalks, repairs to easements, etc.

**CONTRACTOR SIGNAGE:** Your sign may be placed on a lot only when construction has begun on the house. The colors for the sign are to be a dark hunter green background with off white lettering. Signposts are to be painted dark green. Signage must be removed when construction is completed or when the owner moves in, whichever occurs first.

No signs from sub-contractors, for sale signs/flyers, material suppliers, or other vendors are allowed. It is the responsibility of the Builder to police these “vendor” signs.

**SWIMMING POOLS/SPAS:** Swimming pools and spas should be located to the rear of the principle building or within a concealed courtyard. Appropriate barriers around the pool must be installed and maintained in accordance with applicable building codes and requirements. All swimming pool equipment, pumps, heaters and/or other mechanical equipment must be sited appropriately on a permanent concrete service pad with a wall height of 54” (from top of slab) and screened behind a 100% opaque barrier (finished same color and texture as body of home) at the time of installation.

No portion of the piping is allowed to be inserted through any barrier walls. All piping equipment must be inside the wall (no opening in walls for piping pass though are allowed). All pipes must be installed through the slab and not run out the service wall entrance opening.

Refer to the Hardscape Section of the ARC Manual for appropriate screen walls and visual barriers.

**SCREENING REQUIREMENTS:** Pool equipment openings must be screened.

**DRAINAGE:** It is the Builder’s sole responsibility to ensure the lot is graded in accordance with the community’s Neighborhood Grading Plan as approved by St. Johns County.

**FENCING:** If neighboring fences are on/ near the property line, the fence to be erected must be the same height, type and attached to the neighbor’s fence.

**PARKING:** No parking or work is permitted on any vacant lot. Any damage to the property is to be repaired prior to refund of Construction Deposit.

**PLAY STRUCTURES:** All recreational equipment/ areas must be identified on the Landscape Plan and approved by the ARC.

**VACANT LOTS:** Builders/ Subcontractors must not trespass on any vacant lot or place building materials, dumpsters, port-o-lets, etc. on any vacant lot. Additionally, no parking is allowed on any vacant lot.

**CONSERVATION AREAS:** Areas within the community designated as “Conservation” on the recorded plats are areas governed by the terms and conditions of the construction permit issued by St Johns River Water Management District and the Army Corps of Engineers.

These permits prohibit the construction, clearing, filling, and cutting of trees or removal of any vegetation within these “Conservation” areas. It is the responsibility of the Owner and Builder to ensure these areas are left undisturbed. Each Owner and Builder shall indemnify and hold harmless the Homeowners Association from any cost or expense, including legal fees incurred due to any action brought by any governmental agency due to a violation of this provision.

**LANDSCAPING:** The landscaping will be inspected prior to the refund of the Construction Deposit.

**ALLIGATORS:** Feeding any alligator seen in any of the lakes is not allowed.

**LANDSCAPE PLANS:** Use plant legend to designate type, size, and center to center spacing (completed by pool or landscape professional) Shrubs are required for patio area and pool walls over 6” in height.

**PRE-CONSTRUCTION REQUIREMENTS:** Lot corners must be clearly staked. Trees to be removed and trees to be preserved are clearly marked. Tree protection barriers must be installed prior to clearing and remain in place through final grading. Preserved trees that are damaged due to construction damage or do not survive for a period of 12 months must be replaced.

**SUB-CONTRACTOR LISTS:** All contractors must maintain a list of all subcontractors on GateAccess.net. The maximum time allowed for subcontractors is 14 days. After 14 days, they can be listed again. If subcontractors are not listed on Gate Access.Net, they will not be allowed entry into the community.

**TRASH CONTAINMENT:** It is extremely important that each job site be kept clean and orderly at all times during construction, including preventing debris from being blown into adjacent lakes, golf courses or home sites. Marked trash containers must be inside the home until construction is completed. Failure to properly police the job site will result in the ARC contracting to have the site cleaned and deducting the cost from the Construction Deposit.

**EROSION CONTROL AND SILT SCREEN:** Silt fencing and other erosion control methods must be used to prevent runoff during construction. Each Builder is responsible for preventing or if necessary, repairing any sediment washed onto roadways, adjacent properties, lakes, golf course or environmental areas. Silt fencing must be installed along the side and rear lot lines immediately after clearing and remain properly installed until landscaping is completed.

**STREET TREE AND RIGHT-OF-WAY LANDSCAPING PROTECTION:** During construction, proper care must be given to the protection of street trees, sod, and irrigation within the right-of-way. Street trees should be protected with tree barricades throughout construction. Irrigation heads should be located and clearly marked. Access to the site should be from only one access point and vehicles should not be parked within the sodded right-of-way. At the completion of construction, any damaged street trees or sod should be replaced. Irrigation within the right-of-way shall be capped and replaced with irrigation from the house’s underground system. Damage to street trees, sod, or irrigation heads within the right-of-way during construction is the responsibility of the Builder.

**INCIDENTAL DAMAGE DURING CONSTRUCTION:** Repair of any damage to the landscaping of adjacent lots, utility boxes including phone or cable, damage to roadway asphalt and curbs or any other damage

caused by the Builder's subcontractors or material suppliers, is the responsibility of the Builder. In the event of inclement weather, the Builder is responsible for securing the jobsite.

**BUILDER'S RESPONSIBILITY:** The Builder is responsible for the actions and conduct of the subcontractors and vendors working on the jobsite. Loud music/noise, disorderly conduct, drugs, alcohol, or firearms are prohibited. Additionally, if ARC Approved Plans are deviated from by the Builder, sub-contractors or suppliers who fail to obey the community's rules and regulations, they will be denied access into the community.

The builder is responsible for making sure the homeowner has a current copy of the ARC manual before completion of the home. This is to inform the homeowner of the submittal process for approval on any changes/additions they may want to make before or after occupancy.

**CHARGES AGAINST CONSTRUCTION DEPOSIT:** Any funds paid out by Sawgrass Association, Inc. including, but not limited to, those needed for the correction of changes not approved by the ARC, the cost of work necessary to improve the appearance of the site, the cost to repair drainage problems, damage to the roads, right-of-way landscaping, utilities, and costs relating to legal action required to enforce the foregoing are the Builder and Homeowner's responsibility and such costs will be deducted from the Construction Deposit.

Any remaining balance over and above the amount of the Construction Deposit held by Sawgrass Association, Inc. will be assessed against the Homeowner and collected by Sawgrass Association, Inc. as allowed by law.

**WITHHOLDING FUNDS:** Below are ARC Standards whereby funds will be withheld from the Construction Deposit. An additional \$25.00 administration fee will be assessed for each infraction per day. Each day is considered a separate violation. One written notice per incident will be sent to the Builder and Homeowner, providing a reasonable time to correct the issue before Sawgrass Association, Inc. will contract to have the issue corrected and withhold funds.

**The amount of the funds withheld will be the amount charged by the contractor to remedy the violation. Unless otherwise stated the below issue will result in the withholding of \$50 per day from the Construction Deposit.**

The ARC has the right to modify this list with additions or deletions at any time:

- Failure to install portable toilet on site by completion of lot clearing
- Once lot is cleared, failure to install silt fence or other erosion control material and maintain said material until landscaping is installed
- No dumpster placed on site by the time the foundation begins, or dumpster is overflowing
- Construction materials, dumpsters, portable toilets placed in adjacent lots or common areas
- Failure to keep jobsite clean, grass and weeds cut
- Failure to immediately correct damage to common area, property and street
- Loud music, children, relatives, or pets on job site

- Builder signs not removed upon completion of construction
- No Parking on any vacant lot or open space: Warning followed by \$50.00 per incident per vehicle.
- No Storing pallets, tile, pipe, building material, machinery, flatbeds, etc., on vacant lots: Warning followed by \$50.00 per day until corrected.
- Failure to comply with approved construction work hours: \$100.00 per day
- Removal of trees between the curb and sidewalk, or any common area, without ARC written approval - \$100 per day until corrected.
- Starting construction/clearing of a lot before ARB final approval with all required documents \$100.00 per day
- Construction must commence within 120 days from the Approved Stamped ARC Plans. If not, the plans must be resubmitted to the ARC along with the review fee which may be refunded if no changes are required to the Architectural or Landscape Plans. Work must continue with due diligence toward completion without interruption. Stopping construction for longer than two weeks without ARC approval, and/or failure to complete construction within 14 months of final approval will result in a forfeiture of \$500.00 per week unless a written request is approved by the ARC.
- Builder signs not meeting guidelines and/ or installed before construction begins – Board will remove signs at Builders expense.
- Failure to remove electrical boxes, posts, and other related materials (including temporary house number stickers) upon completion of residence – will not pass Final Inspection.

Multiple Offense (greater than 2) or failure to correct the finding within the specified time frame allowed will result in doubling the amount withheld from Construction's Deposit. The remaining Construction Deposit (less any fees) will be refunded at the completion of construction, receipt of the Certificate of Occupancy and upon Final Inspection by the ARC that all improvements were built and landscaped in accordance with plans and specifications submitted and approved by the ARC.

*Sawgrass Association, Inc.*

The Pre-Construction Agreement was completed on: \_\_\_\_\_.

**Date**

\_\_\_\_\_  
**Contractor's Company**

\_\_\_\_\_  
**Contractor's Email**

\_\_\_\_\_  
**Contractor's Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**ARC Representative Signature**

\_\_\_\_\_  
**Print Name**