



ADDENDUM C
GEORGE RANCH COMMUNITY ASSOCIATION (GRCA)
GEORGE RANCH ARCHITECTURAL CONTROL COMMITTEE (ACC)

PERFORMANCE AGREEMENT

APPLICANT/OWNER: _____ Phone # _____

Address: _____

Property Address: _____ Lot # _____

Project Name: _____

CONTRACTOR: _____ Phone # _____

Address: _____

ARCHITECT: _____ Phone # _____

Address: _____

PLANS & SPECIFICATIONS: _____
Permit Number Approval Date
County Building Department

George Ranch ACC Approval Date

Applicant acknowledges and agrees that the Governing Instruments (i.e., the CC&Rs, the Architectural Building and Design Rules and the George Ranch Rules; all available for further reference at <http://www.thegeorgeranch.org/governance.html>) of George Ranch Community Association are applicable to Applicant and the plans and specifications for the above described project, therefore and in order to secure performance of the project in accordance with the Governing Instruments, and the approved plans and specifications, Applicants agree jointly and severally, as follows:

(1) Construction Per Plans and Specifications. Applicant shall cause the project to be constructed strictly in accordance with the George Ranch Declaration of Covenants, Conditions and Restrictions (CCRs), the Architectural Building and Design Rules, and the plans and specifications approved by the ACC, as well as any other requirements established as a condition for approval by the ACC. Applicant acknowledges having received and read the Governing Instruments.

(2) No changes. Applicant will make no changes, alterations, or additions in the approved plans and specifications affecting the exterior design or landscaping without the written consent of the George Ranch Architectural Control Committee (the "ACC").

(3) Timely Completion. Once the work of improvement has commenced, the Applicant shall use reasonable diligence to ensure its timely completion. Failure to complete the exterior of the improvement and landscaping within twelve (12) months or any extension granted by the ACC in writing will result in forfeiture of the Performance Agreement deposit.

(4) Storage of Materials. During the course of construction, all construction equipment and materials will be stored in a neat and sanitary manner on the project site only. Any storage of materials or trespassing on adjacent property, including George Ranch Community Association (GRCA) Common Area, Roads, or Road easements, must be only with the written permission of the owner of the adjacent property. The Applicant is responsible for restoring the adjacent property to its original condition along with repair of any damage to the Roads.

(5) Inspections: The Applicant shall permit access to the construction site for inspection by authorized GRCA inspectors.

(6) Performance Bond. Concurrent with the execution of this Agreement, the Applicant will deposit with the Association the sum of TEN THOUSAND DOLLARS (\$10,000.00), or such other amount specified in the current Architectural Building and Design Rules (George Ranch Design Rules) and agreed with the ACC, which shall serve as a guaranty for the performance of the Agreement and compliance with the Governing Instruments by the Applicant. The GRCA may use such portion of said deposit as may be required to reimburse the GRCA for costs incurred by the Association to enforce or cure any violation of the Agreement by the Applicant. Upon approval by the ACC and the Board, after notice and a hearing, the full deposit or any portion thereof may be forfeited by the Applicant if there have been substantial variations from the ACC approved plans. This deposit is not intended as a limitation upon the right of the GRCA to commence an action to enforce performance of this Agreement or for damages arising out of its breach by the Applicant. An amount equal to said deposit (less deductions hereunder) will be returned to the Applicant within 45 days after ACC confirmation of complete performance of the project, provided that all of the terms and provisions of this Agreement have been performed by the Applicant. No interest shall be paid on any sums held as deposits.

(7) Reimbursement for Damage to GRCA Roads. Applicant will reimburse GRCA for the cost of any repairs to the George Ranch Roads due to damage caused by construction equipment related to their project, including without limitation, trucks delivering materials or equipment. Applicant's agreement to reimburse the Association for damages to the Roads is separate and distinct from the performance bond obligations of section 6 above; provided, however, the Association may deduct the cost of road damage from the performance bond. GRCA will provide documentation which ties any road damage to the Applicant's project and which specifies the cost of repair. Applicant agrees to accept this documentation as conclusive. The applicant further acknowledges and agrees to abide by the George Ranch Rule and Truck Policy prohibiting heavy construction trucks weighing 20,000 pounds or more during rainy conditions (October 15 to April 15) unless specifically approved by the ACC under Board of Directors' oversight.

(8) Rules for Builders. Applicant is responsible for explaining and enforcing "Construction Rules" (attached) with all construction personnel.

(9) Dispute Resolution. Any dispute arising from or related to this Agreement shall be resolved in accordance with the dispute resolution terms and provisions contained in the CCRs (Section 8.2.5). The dispute resolution terms of the CCRs are incorporated into this Agreement as if fully set forth herein by this reference.

(10) Cost of Enforcement. In the event either party commences any legal action to enforce the terms and provisions of this Agreement, the court may award that the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs.

(11) Entire Agreement. This Agreement and any addendum thereto, the approved plans, and the Governing Instruments supersede any and all agreements, either oral or written, between the parties with respect to completion of the approved construction project, performance bond, and repair of road damage related to the construction project and this Agreement together with the Governing Instruments and approved plans contain all of the representations, covenants, and agreements between the parties with respect thereto. Each party to this Agreement acknowledges that no other agreement, statement, or promise not contained in this Agreement or the Governing Documents or approved plans will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by both parties.

(12) Severability / Controlling Documents. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part, for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. In the event any provision of this Agreement contradicts or contravenes any term of the Governing Instruments, the Governing Instruments shall prevail.

(13) Third Parties. Nothing in this Agreement whether express or implied is intended to confer any rights, benefits or remedies under or by reason of this Agreement on any person other than the parties hereto, and no third party shall be entitled to rely on any of the representations, warranties, covenants or other agreements contained herein.

(14) Forfeiture of Deposit. In the event Applicant fails to complete the project in accordance with the approved plans, fails to notify the Association of completion, or refuses to allow a final inspection by the Association or its agent, after notice and a hearing, the Board of Directors may declare the balance of the deposit, after deduction of costs as set forth herein, forfeit and the Association may retain such balance.

Agreed to this _____ day of _____, _____

OWNER: _____

CONTRACTOR: _____

Approved:

GEORGE RANCH COMMUNITY ASSOCIATION

By: _____

Its (Title): _____