



Cherokee Ridge Property Owners Association

BUILDERS AGREEMENT

THIS AGREEMENT MADE AND ENTERED by and between Cherokee Ridge Property Owners Association, Inc., an Alabama Corporation, hereinafter referred to as “Association”, and _____ (an individual/a corporation) hereinafter referred to as “Builder”.

WHEREAS, Builder either is an owner of a lot in Cherokee Ridge Subdivision and desires to construct a residence thereon or has been requested by the owner of a lot in Cherokee Ridge Subdivision to construct a residence thereon on the basis of Builder’s general reputation for high quality design and construction; and

WHEREAS, the Association is organized for the purpose of promoting the health, safety and welfare of the residents of Cherokee Ridge Subdivision.

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as hereinafter provided.

The Builder understands, agrees and acknowledges that:

1. All property located within Cherokee Ridge, including all roads and streets, is private property and Builder is entitled to utilize, the performance of residential construction, those roads and streets at the discretion and license of the Cherokee Ridge Property Owners Association and the owner of the property.
2. The Builder has read and understands the Declaration of Covenants, Conditions and Restrictions of the Cherokee Ridge Subdivision, the Bylaws and Articles of Incorporation of the Cherokee Ridge Property Owners Association and current Architectural Review Committee guidelines and agrees to abide by the same. Said covenants, etc., are filed for record in the office of the Probate Judge of Marshall County, Alabama, in Book 1114, at page 22 et seq., and are incorporated herein by reference.
3. The Builder understands that all plans and specifications for any residence, modifications, changes, all signs, and all other construction, improvements, outbuildings, and facilities of all kinds and types must be approved in writing in advance by the Architectural Review Committee of CHEROKEE RIDGE PROPERTY OWNERS ASSOCIATION prior to the commencement of construction. Further, neither the CHEROKEE RIDGE PROPERTY OWNERS ASSOCIATION, Architectural Review Committee, nor any member of the committee shall be liable to the Builder, Builder’s customer, invitees, or any other person or entity for any damages, loss or prejudice suffered or claimed on account of:
 - a. the approval or disapproval of any plans, drawings and specifications, whether or not defective; or



- b. the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.
- 4. Builder acknowledges his responsibility to keep Cherokee Ridge and the construction site safe, neat, clean, orderly, free of debris and litter.
- 5. After commencement of construction, Builder shall diligently and continuously pursue construction so that steady and substantial progress will be made.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the _____ day of _____, _____.

BUILDER:

BY: _____

Alabama State License Number _____

Agent _____

ATTEST:

CHEROKEE RIDGE Property Owners Association, Inc., A Corporation

BY:

Agent Chair, ARC

President, POA

ATTEST:



Additional Important Information:

Cherokee Ridge has a private waste processing plant within the development. The sewer fee is billed monthly by Arab Water Works and is based on water usage. The covenants and restrictions require all plumbing fixtures to be designed as “water saving” fixtures. A buried grinder pump system is required for each individual lot for sewage processing and must have a panel attached to the home for pump malfunction notification.

A \$1,500 new construction tie-on fee is due and payable to the Cherokee Ridge Property Owners Association when the actual connection is made to the community sewer system. Contact Dollar & Watson to pay this bill at (256) 582-1266 or mail check to Dollar & Watson, C/O Cherokee Ridge POA, P.O. Box 143, Guntersville, AL 35976.

Dues of \$595/year, payable to Cherokee Ridge POA, are due when closing on the property. Contact Roger Watson (rewcpa@bellsouth.net) or (256) 582-1266.

An Assessment of \$1,200/year, payable to Cherokee Ridge Country Club, are due when closing on the property. Contact Freddi Yell (freddie@cherokeeridgecc.com) or (256) 841-4551, Option 2.

Normal procedure is for the following verbiage to be forwarded to the respective closing attorney when ownership of any CR property changes:

POA Information:

- Payable to Cherokee Ridge POA – Seller to pay Sewer Tie On Fee = \$1,500. Contact Roger Watson (rewcpa@bellsouth.net) or (256) 582-1266
- Payable to Cherokee Ridge POA – POA Dues are \$595/year (\$1.63/day) per lot. Contact Roger Watson (rewcpa@bellsouth.net) or (256) 582-1266
- Payable to Cherokee Ridge Country Club – Assessment is \$1,200/year (\$3.29/day) per lot. Contact Freddi Yell (freddie@cherokeeridgecc.com) or (256) 841-4551, Option 2

*****PLEASE NOTE – The Cherokee Ridge POA and Cherokee Ridge Country Club are NOT the same. Please make separate checks at closing to each accordingly!**