

AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of 2026, by and between **Hall & Schofield Construction, LLC** (hereinafter “Developer”) and **Woodland Villas at Southbridge Homeowner’s Association, Inc.** (hereinafter the “HOA”)

WHEREAS, The HOA is the governing homeowners association for Woodland Villas at Southbridge, located in Chatham County, Georgia and created pursuant to that certain Declaration of Covenants and Restrictions for Woodland Villas at Southbridge, recorded on April 6, 2015 in Deed Book 509, Page 583, in the Office of the Clerk of the Superior Court of Chatham County, Georgia (the “Declaration”); and

WHEREAS, Developer owns and plans to develop as a residential subdivision the property known as Woodland Villas at Southbridge, Phase 1E, being a portion of Southbridge at Savannah Quarters Phase 18, which is more particularly described on Exhibit A attached hereto and incorporated herein (the “Additional Property”); and

WHEREAS, Developer and the HOA have agreed that the Additional Property shall be added to the Woodland Villas at Southbridge and made subject to the terms and conditions contained within the Declaration by supplemental declaration, subject to and in accordance with the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of TEN AND NO/100THS DOLLARS (\$10.00), the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the HOA agree as follows:

1. Upon execution of this Agreement, the HOA shall commence to take and thereafter diligently pursue all reasonable steps necessary to bring the attached Supplement to the Declaration of Covenants and Restrictions for the Woodland Villas at Southbridge (See Exhibit “A”) to a vote of the Membership of the Association, and upon passing pursuant to the terms of the Declaration, shall execute and cause to be recorded the Supplement to the Declaration of Covenants and Restrictions for the Woodland Villas at Southbridge for the purpose of adding the Additional Property to the Woodland Villas at Southbridge and subjecting the Additional Property to the Declaration. To the extent the Supplemental Declaration is not affirmatively adopted by the Membership, the terms contained herein shall be void and all further obligations of either party to this Agreement shall be null and of no force or effect.
2. There shall be paid to the HOA at the closing of the sale of a home to a third party (or upon leasing to a third party) the capital contribution equal to two (2) times the monthly assessment chargeable to the Living Unit as of the date of the transfer as set forth in Section 6.9 of the Declaration and any other fees or administrative charges which are charged in accordance with the Declaration (“Transfer Fee”), plus an additional capital contribution of \$2,500.00 (“Additional Capital Contribution”), which shall be owed, collectible and constitute a lien upon the Additional Property in the same manner as the Capital Contribution under the Declaration.
3. Developer shall not be responsible to the HOA for any assessments, fees and charges as a result of its ownership of the Additional Property, unless the same is due as a result of the Developer’s negligence, recklessness, or misconduct. Upon the sale or leasing of a home to a third party, the home’s owner shall thereafter be responsible to pay all assessments, fees and charges owed to the HOA for that home.

4. Developer shall develop the Additional Property in accordance with standards required by Chatham County, Georgia, and shall, upon the completion thereof and satisfactory inspection by the HOA, transfer and convey all of Developer's right, title and interest in any common areas and road and streets existing on the Additional Property to the HOA, which the HOA will thereafter own, control and maintain in accordance with the standards set forth in the Declaration.
5. Until such time the Developer becomes responsible for the payment of assessments as set forth hereinabove (ie: begins leasing a Unit), Developer shall have no voting rights or rights to give consent for the eight (8) lots making up the Additional Property in any HOA matter except and only to the extent such matter relates to special assessments, charges, or fees proposed to be imposed upon any portion of the Additional Property or to the extent the proposal may encumber or interfere with Developer's development of the Additional Property or the construction of homes thereon.
6. The Association shall have no obligation to perform any of the duties imposed upon it by the Declaration in the Additional Property until such time as the Developer has sold and/or leased to 3rd parties all of the Lots within the Additional Property. Notwithstanding the foregoing, the Association shall begin landscape maintenance on the Lot and the areas immediately adjacent to a Lot upon it being sold or leased, and its assessment obligation beginning pursuant to section 3 hereinabove.
7. Developer has submitted and been preapproved by both the HOA and the master Woodlands Subdivision Homeowners Association, Inc., for the construction of single-family residences in a style and design that is harmonious with the aesthetic of the Villas at Woodlands neighborhood. A copy of the approved elevations, including the square footage of each floor, and general color scheme is attached hereto. Any material deviation from these attached elevations shall be approved by the HOA in writing.
8. Developer agrees that all roofs constructed within the Additional Property shall have a minimum of a five (5) year workmanship warranty, and a limited lifetime warranty provided by GAF30 year architectural shingles in a form that is standard and customary for new construction in and around Chatham County, Georgia.
9. Developer agrees that it shall install an irrigation pump to service the improvements and landscaped areas within the Additional Property, and that each Living Unit within the Additional Property will have its own irrigation timer, which will have a minimum one (1) year warranty.
10. Developer agrees that all single-family residences constructed in the Additional Property will receive a standard 2-10 Home Buyer's Warranty, which shall include a 1 year warranty issued on behalf of the Developer.
11. Developer agrees that it shall maintain the roads and common areas of the Association free and clear of construction vehicles, roll off dumpsters, and debris throughout the construction of the improvements within the Additional Property. It is understood and agreed that Developer intends to use the roads and right of ways within the Villas at Woodlands to access the Additional Property, which shall include heavy machinery and tractor trailers in some instances. Developer agrees that it will use all reasonable precautions to avoid damaging the existing roads and rights of way, and that to the extent roads, rights of way, sidewalks, or other common areas are visibly damaged by the actions of the Developer, that it will repair the same within a reasonable time

frame, not to exceed forty-five (45) days, after the date Developer receives notice of such damage.

12. Miscellaneous Provisions:

- a. Entire Agreement. This instrument contains the entire agreement among the parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing and duly executed by each party affected.
- b. Binding Agreement. All of the covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of their respective heirs, guardians, personal and legal representatives, successors, and assigns.
- c. Law. This Agreement shall be governed by the laws of the State of Georgia.
- d. Construction. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party being deemed to have drafted or structured such provision.
- e. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of the counterparts together shall constitute one and the same instrument.
- f. Context. Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice versa.
- g. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement, nor in any way effect the terms and provisions hereof.
- h. Modification. This Agreement shall not be modified or altered in any respect except by a writing executed by the parties from time to time.
- i. Time of the Essence. Time is of the essence of this Agreement. The failure of Seller or Buyer to perform any act as provided in this Agreement by a prescribed date or within a prescribed time period shall be a default under this Agreement and the non-defaulting party, upon written notice to the defaulting party, may declare this Agreement null and void and of no further legal force and effect.
- j. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable law, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement as of the day and year first written above.

Hall & Schofield Construction, LLC:

By: _____

Its: _____

The Woodland Villas at Southbridge Homeowner's Association, Inc.:

By: _____

Title: _____

Attest: _____

Its: _____

EXHIBIT A

All that certain tract or parcel of land situate, lying and being in the 7th G.M.D., Chatham County, Georgia, being all the real property and improvements thereon known as The Woodland Villas at Southbridge Phase 1E, a portion of Southbridge at Savannah Quarters, Phase 18, shown and particularly described on that certain Subdivision Plat thereof dated January 17, 2024, prepared by Thomas & Hutton for Northpoint Development, Inc. and recorded in Book 55, Page 26, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said map or plat is incorporated herein by reference for a more particular description of the metes, bounds and dimensions of the property herein-described.