



VALENTINE RANCH PROPERTY OWNERS ASSOCIATION, INC.

**CONSTRUCTION AGREEMENT
RULES FOR CONSTRUCTION**

This Agreement (“Agreement”) dated the _____ day of _____, 201__ is made by and among the following parties:

1. The Architectural Control Committee (“VRPOA-ACC”) of the Valentine Ranch Property Owners Association, Inc. (“VRPOA”);
2. _____ (*insert Owner’s name*), and _____ (*insert name of Owner’s Representative or Agent*) who is hereby designated as Owner’s Representative or Agent to act on behalf of the Owner (who are collectively referred to as “Owner”); and
3. _____ (*insert Builder’s agent and company name*) (“Builder”). **For purposes of this Agreement the Builder is considered to be a Representative or Agent of the Owner.**

This Agreement covers Valentine Ranch Lot _____, Private Road 170__, Medina County or Bandera County, Texas, otherwise known as _____, Helotes, Texas 78023 (“Lot”) which is located within the Valentine Ranch Development (“Development”).

- A. **EFFECTIVE DATE: Effective May 8, 2013, the VRPOA-ACC issued and adopted these Rules for Construction. The Rules for Construction are issued and adopted pursuant to Article 4 Section 6 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) for Valentine Ranch. These Rules for Construction apply to all construction projects commenced on or after April 15, 2013 and supersede any prior Compliance Agreements adopted by the VRPOA-ACC for construction of such projects. Nothing in the Rules for**

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Construction limits or waives the CC&Rs or the VRPOA-ACC's right to take any other action consistent with the CC&Rs.

This Agreement is intended to supplement the recorded CC&Rs and rules and regulations promulgated by the VRPOA and VRPOA-ACC. Violation of the terms and conditions contained herein shall result in the VRPOA and/ or the VRPOA-ACC taking such action as the VRPOA and/or VRPOA-ACC deem necessary to enforce this Agreement.

- B. APPLICABILITY:** The Rules for Construction apply to all improvements and construction projects done by a VRPOA member (i.e., the Owner, the Owner's agent, employee or any third party who contracts to act on behalf of the Owner) and all builders, contractors, and subcontractors performing work in the Development. The Owner and Builder shall have joint responsibility for providing a copy of the Rules for Construction and all other applicable rules and regulations affecting construction within the Development to each person or entity that conducts any work on or provides services to the construction project and for enforcing compliance. The failure of any individual or entity to comply with the Rules for Construction shall be considered a violation by the Owner and Builder.
- C. COMMENCEMENT OF IMPROVEMENTS:** The Owner and/or Builder shall not commence work on any construction project or improvement, including clearing or excavation, without first obtaining written approval from the VRPOA-ACC. A violation of this rule shall be an immediate default of the Rules for Construction and Owner and Builder shall be subject to applicable penalties, including but not limited to, fines, rescission of VRPOA-ACC approval, injunctive relief, suspension of Owner's rights, and enforcement of penalties as set forth herein, subject to the limitations of the Texas Property Code. In the event any Owner, Builder or third party commences construction of an improvement prior to obtaining written approval from the VRPOA-ACC, the party shall cease and desist from the continuation of making improvements upon receipt of notice from the VRPOA-ACC. The VRPOA-ACC shall have forty-five (45) business days (fifteen [15] days with respect to construction performed by an Approved Builder) from receipt of the last of any required documentation, submitted after commencement of construction, alteration or exterior changes to respond by approval, disapproval or modification requirements. The VRPOA, acting by and through the VRPOA-ACC or a designated agent of the VRPOA shall have the right to enter upon any lot to inspect all work in progress to ensure compliance with approved plans and specifications and to obtain restraining orders and/or temporary or permanent injunctions to terminate or halt construction, alterations or exterior changes which have not been reviewed and approved in writing by the VRPOA-ACC in accordance herewith. The VRPOA-ACC shall have full and complete authority to approve any construction of any improvement on any Lot and its judgment shall be final and conclusive.

“Improvement” shall mean every structure and all appurtenances thereto of every type and kind located on the lot, including but not limited to, buildings, outbuildings, patios, tennis courts, basketball courts and/or goals, swimming pools, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles,

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pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

D. REVIEW PROCESS: The VRPOA-ACC will attempt to approve or disapprove the site plan or the schematic plan for the improvements within thirty five (35) business days, thirty [30] days for a site plan or schematic plan submitted by an Approved Builder as defined in the CC&Rs) after submittal. Failure of the VRPOA-ACC to respond within the specified time period shall be deemed as a disapproval of the submittal. All approvals thereof absolutely must be in writing and the provisions of this Section D will be deemed to have been fully complied with as long as the alterations, construction or renovations are completed within the guidelines provided by this Agreement or any amendments thereto in accordance with the plans and specifications submitted for review and approval. All written approvals or disapprovals shall be VRPOA records and copies of each shall be delivered by the VRPOA-ACC to the VRPOA Board of Directors simultaneous with the issuance to the Owner and/or Builder.

NOTICE: FOR EACH INDIVIDUAL ITEM SUBMITTED (PLANS, SPECIFICATIONS, DRAWINGS, DOCUMENTS, SCHEMATIC PLAN, ETC.) INCLUDED IN A PACKAGE SUBMITTED TO THE VRPOA-ACC AND RETURNED TO THE OWNER OR BUILDER, THE VRPOA-ACC'S APPROVAL SHALL BE LIMITED SPECIFICALLY TO THE INDIVIDUAL ITEM RETURNED BY THE VRPOA-ACC STAMPED "APPROVED" AND SIGNED BY THE VRPOA-ACC. SUCH APPROVAL SHALL NOT EXTEND TO ANY OTHER PAGE(S) OR ITEMS REGARDLESS OF SUCH PAGES OR ITEMS BEING STAPLED, NUMBERED, SUBMITTED, CONCURRENTLY OR SEPARATELY. EACH PAGE THAT DOES NOT BEAR THE STAMP "APPROVED" AND THE ACC SIGNATURE HAS NOT BEEN APPROVED AND PRESUMED TO HAVE BEEN "DENIED" BY THE ACC. It is the duty and obligation of Owner and Builder, as applicable, to resubmit to the VRPOA-ACC any submittal item that is not specifically noted as "Approved" for reconsideration.

E. COMPLIANCE DEPOSIT: A Compliance Deposit in the following amounts shall be paid prior to the commencement of work:

New Construction: \$2,500 to \$5,000 (See Schedule A for details)
Additions/Remodeling: \$1,500 to \$3,000 (See Schedule A for details)
Subsequent Improvements: \$750.00

Owner or Builder has remitted payment in the amount of \$ _____ which VRPOA-ACC hereby acknowledges receipt. The Compliance Deposit is required to insure Owner and Builder adhere to the Rules of Construction and fully and faithfully construct the Improvements in strict compliance with the approved plans, specifications and/or schematic design, the CC&Rs and all applicable federal, state and county laws, rules, codes and regulations applicable to construction of the Improvements. Violation of the Rules of Construction shall result in charges against the Compliance Deposit in accordance with the amounts stated in Schedule A, attached hereto and incorporated

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herein. In the event there are multiple projects being constructed simultaneously by different general contractors (i.e. home and pool), the Owner, Builder or general contractor shall be required to deposit a Compliance Deposit for each independent construction project. The Owner, Builder and/or general contractor shall produce any requested documentation related to the projects for determination of whether an additional Compliance Deposit is required.

For all subsequent improvements to be performed after the initial Compliance Deposit has been returned (i.e., subsequent construction of a fence, any additions, deletions, alterations or modifications to the landscaping, swimming pool, sport court, playscape, summer kitchen, home addition, building addition, or any other improvement), the Owner, Builder or general contractor shall comply with all of the terms and conditions of this paragraph (a) save and except (i) the Deposit shall be \$750.00 (ii) the completion of the subsequent improvements shall be completed within one hundred twenty (120) days of approval of the plans and specifications by the VRPOA-ACC and (iii) provided all conditions of these Rules for Construction have been met without default, the Compliance Deposit shall be fully refundable. The refund procedure shall be in accordance with the provisions for refunds stated below.

F. COMPLIANCE DEPOSIT BALANCE: The Compliance Deposit shall be maintained at all times in the original amount specified in Section E above during the term of the project. Upon being sent notice that funds have been withdrawn (whether for additional cleanup costs, repairs, fines, damages to common areas or other assessments), the Owner or Builder shall make a deposit to replenish the balance to the original amount specified in Section E. If the balance is not replenished within ten (10) days of the request, all work must immediately cease and desist.

G. REFUND OF THE COMPLIANCE DEPOSIT: The balance of the Compliance Deposit, less the amount stated below, will be held until the completion of construction of all improvements and/or installation of landscaping/irrigation on the Lot in accordance with the plans, specification or schematic design approved by the VRPOA-ACC. The balance will be returned to the depositing party within thirty (30) days of the occurrence of the **latest** of the following events:

- (1) occupancy of the improvements on the Lot by the Owner,
- (2) completion of the improvements and landscaping according to the approved plans and specifications, or
- (3) compliance with any and all notices given by the VRPOA or VRPOA-ACC regarding outstanding violations of this Agreement, the applicable CC&Rs or rules and regulations promulgated by the VRPOA or VRPOA-ACC.

\$500.00 of the Compliance Deposit is non-refundable, said money to be placed in the VRPOA general funds for general maintenance and road repairs in the Development. This \$500.00 does not cover any street cleaning, cleanup, fines, other assessments, etc. assessed against an Owner or Builder due to a violation of the Rules for Construction.

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If there is cause for retaining all or any portion of the remaining balance of the Compliance Deposit, the VRPOA-ACC shall return to the depositing party the remaining balance of the Compliance Deposit, if any, together with a written description and itemized list of all deductions within thirty (30) days of the occurrence of the latest of the above-referenced events. Upon completion of the improvements, the Owner or Builder shall notify the VRPOA-ACC the improvements are completed. At such time, the VRPOA-ACC shall inspect the project, including surrounding areas and if the VRPOA-ACC determines all improvements have been completed, the remaining balance will be returned to the depositing party at the address on file with the VRPOA-ACC.

During any phase of the project, the Owner's sale of the lot or home to a subsequent purchaser does not result in the Compliance Deposit being returned until all conditions precedent for the return of the Compliance Deposit shall have been completed and all required items have been approved by the VRPOA-ACC and constructed or installed. However, in the event the subsequent purchaser pays a second \$2,500.00 Compliance Deposit to the VRPOA-ACC and delivers an Acknowledgement of Receipt and Acceptance of the VRPOA Rules for Construction signed by the subsequent purchaser and Builder, if applicable, then \$2,000.00, less any assessed expenses or fines, of the first Deposit will be returned to the depositing party.

NOTICE: The VRPOA-ACC shall not intervene between Owner, Builder or any third party regarding the return of the Compliance Deposit. The VRPOA-ACC shall determine, in its sole discretion, when and to whom the Compliance Deposit is to be returned. The VRPOA-ACC shall not be under the duty to return the Compliance Deposit to any party other than the depositing party listed on the Application for Construction. Any issues related to which party has the right to receive the Compliance Deposit shall be between the Owner, Builder and/or third party. The VRPOA-ACC shall not engage in any determination of which party is entitled to receive the Compliance Deposit or consider contract obligations or terms as they may exist between Owner, Builder and/or third party.

EPA REGULATIONS: NOTICE: STORM WATER DISCHARGE IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) PURSUANT TO TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) CONSTRUCTION GENERAL PERMIT TXR150000. All construction activities on the subject lot of an Owner are subject to the rules and regulations of TPDES TXR150000. Builder and all other "operators" as therein defined, which perform construction activities on the lot shall provide evidence of compliance with all applicable rules and regulations including, but not limited to, providing the VRPOA-ACC with a copy of the required Storm Water Prevention Pollution Plan, a copy of any required notice of intent (NOI) and all permits required by TXR150000. Alternatively, the Builder or third party may provide acceptable evidence to the VRPOA-ACC that the Builder or third party has retained an environmental management professional to assure the construction activities are in compliance with TXR150000.

H. POSTING OF PERMITS: Each Owner, Builder or third party shall be responsible for maintaining an approved signboard on the Lot which is visible from the street for the

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purpose of posting any required building permits, EPA inspections, inspection results, and notices required by this Agreement. Plans for the signboard must be approved by the VRPOA-ACC prior to its construction, and the approved signboard must be constructed prior to beginning any foundation work on the Lot. All signs, including Builder signs are to be removed within three (3) days of completion of the project as determined in the discretion of the VRPOA-ACC.

I. CONSTRUCTION HOURS: The permissive hours of construction are:

SUMMER HOURS (April through September)

Monday - Friday 8:00AM - 6:00 PM

Saturday No work allowed without ACC approval

WINTER HOURS (October through March)

Monday – Friday 8:00 AM – 5:00 PM

The prohibited hours of construction are:

Monday-Friday	Any time other than 8:00AM-5:00PM (Winter Hours)
Monday – Friday	Any time other than 8:00 AM – 6:00 PM (Summer Hours)
Saturday	Any time other than the hours approved by the ACC
Sunday	All day
Holidays	All Federal Holidays

In the event any of the specified holidays fall on a weekend, the day for prohibition of work will include the actual holiday and the day observed by the U.S. federal government.

To obtain a variance from the prohibited hours of construction, the Owner, Builder or third party is required to submit a written request to the VRPOA-ACC specifying the special circumstance and the day and time for which a variation is being sought. No request for a variance is valid unless the Owner, Builder or third party submits this information and obtains written approval from the VRPOA-ACC. If a variance is granted, it is only valid for the day and time specified in the written approval.

J. MAINTENANCE OF CONSTRUCTION SITE AND AREA:

- (1) Brush removed from the Lot is to be disposed of *prior to* proceeding with other site work unless written permission is given by the VRPOA-ACC. Unless written permission is given by the VRPOA-ACC, brush must either be hauled off-site or mulched. If the brush is mulched, it must be stored and fenced such that it cannot wash off of the Lot onto other properties, common facilities, or common properties.
- (2) Dirt, rock, and other material removed from the excavation of the Lot must be removed from Lot *prior to* proceeding with the foundation work unless written permission is given by the VRPOA-ACC. Excess materials dug out for the

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installation of a septic system must be disposed of immediately upon completion of setting the septic systems in the ground.

- (3) Trash from workers lunch kits, drink cans, water bottles, construction materials, wrappings, etc. are to be disposed of in on-site dumpster. Trash suspected as having blown from or come from contractors/sub-contractors on the Lot will result in deductions from the Compliance Deposit.
- (4) There must be a dumpster of adequate size, ***with capacity for additional trash***, on the Lot at all times during construction. Once construction is completed, the dumpster must be removed within 72 hours. The dumpster must be located on the Owner's lot only or in a location approved by the VRPOA-ACC. ALL DUMPSTERS MUST BE IN GOOD CONDITION AND GRAFFITI FREE. The determination of the condition of any dumpster placed on Owner's lot shall be in the sole discretion of the VRPOA-ACC.
- (5) Dirt, mud, rock, trash, debris, and other materials that are placed, located, blow, or wash into or on to the Common Properties or Common Facilities must be removed immediately.
- (6) The PORT-A-POTTY must be located on the Owner's lot. The port-o-potty must be cleaned regularly and cannot emit foul or offensive smells. By the execution of these Rules for Construction, Owner and Builder expressly grant authority to the VRPOA-ACC, after a failure of Owner and/or Builder to comply with a 10 day notice to cure, to order immediate servicing by the supplier of the port-a-potty at Owner's and/or Builder's expense and will be charged against the Compliance Deposit.
- (7) BATTER BOARDS, FORMING BOARDS AND UNUSED REBAR must be hauled away from the lot and Valentine Ranch during the same week the batter boards are removed from the foundation.
- (8) CONCRETE WASTE shall be dumped only on the Owner's lot and cleaned up and removed the same week. At the option of the VRPOA-ACC, any concrete waste deposited on any other lot or on VRPOA property shall be removed by the VRPOA-ACC at Owner's and Builder's expense. All concrete washouts shall be in compliance with applicable TCEQ rules and regulations.
- (9) WOODEN PALLETS shall be immediately either placed in the dumpster or hauled away from Valentine Ranch after the wooden pallet is unloaded.
- (10) At all times, the streets must be kept clean and all debris removed, including but not limited to:
 - a. Trash, rocks, gravel, cement, building materials, dirt and/or mud.
 - b. Wash-off from concrete pours and driveways shall not be allowed to migrate down any street and proper damming must be used to prevent such migration.
 - c. Topsoil, grass and any other material shall not be dumped on any street - not even temporarily.
 - d. Curb ramps must be constructed of building materials that will not be subject to run-off (i.e. base material, rock, sand, topsoil) and must be temporary and removable. In the event a curb ramp is constructed at Owner's lot which violates this Rule, the VRPOA-ACC shall cause the material to be removed at the expense of Owner and/or Builder.

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- (11) Driving across, parking on, placing building material, or having debris, concrete or excavation material on another property owner's lot is strictly prohibited and deemed to be without permission, unless the Owner and Builder have the written permission of the other property owner and a copy is provided to the VRPOA-ACC.
- (12) No vehicle, trailer or equipment shall be parked on the street or on Owner's lot within 10 ft. of the property line, front or side as applicable, during the prohibited hours of construction. Owner specifically authorizes the VRPOA-ACC access to the property without trespass to remove any vehicles, trailers or equipment in violation of this Rule.
- (13) One sign no larger than 18" x 24", with the Builder's name and phone number, shall be placed on the lot. Such sign must be removed immediately upon the Builder completing its scope of construction.

No additional signs shall be placed on the property, i.e. real estate, banking/lending, landscaping, plumbing, pool company, etc., without obtaining the written approval of the VRPOA-ACC.

Any sign erected in violation of this Rule is subject to being removed without prior notice to the person/business who erected such sign.

- (14) Construction workers shall not harass any VRPOA resident or guest, and shall not use profane or offensive language or gestures and shall not wear any clothing displaying obscenity.
- (15) There shall be no alcoholic beverages or drugs at job site.
- (16) There shall be no loud radios on construction sites. The determination of "loud" is in the sole discretion of the VRPOA-ACC.
- (17) There shall be no fires at any time at the job site.
- (18) The house address for the construction site shall be visible from the street during construction.
- (19) No children are allowed on construction sites unless accompanied by the adult Owner of the lot.
- (20) Antennas, flag poles and rain water collection systems are improvements and must be submitted to the VRPOA-ACC.
- (21) There shall be no obstruction of any common properties or easements that may be used for pedestrian or vehicular traffic, such as streets, sidewalks, or other similar structures.
- (22) Any damage done to VRPOA property (including streets, curbs, lights, street signs, gates, utilities, greenbelt areas, etc.), by the Owner, Builder or third party shall be repaired and/or replaced immediately by the Owner and Builder. If the repairs and/or replacement are not done within ten (10) days of written notice by the VRPOA-ACC to the Owner and/or Builder, then the VRPOA may commence to make the repairs and/or replacement. In such event, all expenses incurred by the VRPOA for the repair or replacement will be charged against the Compliance Deposit and, in the event the Compliance Deposit is insufficient to cover the expenses incurred, the Owner and Builder shall remain jointly responsible for the deficiency.
- (23) Builders are responsible for their subcontractors and suppliers compliance/non-compliance with these Rules for Construction.

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- (24) The Owner and Builder agree that any conduct of Owner, Builder, subcontractors, suppliers, employees or invitees that violates these Rules for Construction will cease and desist immediately upon receipt of notice from the VRPOA-ACC. Without waiving any of the rights and remedies contained herein or the Texas Property Code, for any violation of these Rules for Construction, the VRPOA shall have and do have the right and standing to enjoin any person and/or entity violating these Rules for Construction or any person or entity that has announced an intention to violate these Rules for Construction or who has failed to desist from any violation hereof after reasonable notice. All reasonable attorneys' fees, costs and expenses incurred by the VRPOA in enforcing the VRPOA CC&Rs, these Rules for Construction, these rights to injunctive relief, or any other applicable regulation or law, shall be the liability of Owner and Builder. In addition to seeking the recovery of attorney's fees through litigation, the VRPOA-ACC may assess reasonable attorney's fees, costs and expenses against the Compliance Deposit.
- (25) In addition to the above stated Rules for Construction and CC&Rs, the VRPOA-ACC and the Owner shall comply with and have available the rights and remedies as set forth in the Texas Property Code, as applicable.

K. DAMAGE TO COMMON FACILITIES, COMMON PROPERTIES, or PROPERTIES: If, at any time, Owner or Builder causes damage to the Common Facilities or Common Properties of Valentine Ranch, other properties, or encroach on the 25 foot side natural setback area, the Owner shall have ten (10) days after the VRPOA-ACC serves Owner written demand, to make the repair. Failure to repair any damage to the Common Facilities, Common Properties, or Properties will cause the VRPOA-ACC to apply any portion of the Compliance Deposit as may be reasonably necessary, in the sole opinion of the VRPOA-ACC, to make the necessary repairs in addition to charges outlined in Schedule A. If additional funds are necessary to repair the damage the VRPOA is authorized to effect same and bill the Owner charges against the Compliance Deposit.

L. FAILURE TO CONSTRUCT IMPROVEMENTS and LANDSCAPING ACCORDING TO APPROVED PLANS and SPECIFICATIONS: If Owner, Builder or third party fails to construct the improvements or install landscaping and irrigation in accordance with the plans and specifications approved by the VRPOA-ACC, the VRPOA or VRPOA-ACC may, within (10) days after the VRPOA or VRPOA-ACC serves Owner written demand to correct the non-compliance, apply any portion of the Compliance Deposit as may be reasonably necessary, in the sole opinion of the VRPOA-ACC, to bring the Lot into compliance in addition to the charges outlined in Schedule A. Payment of Compliance Deposit, charges, fees, or fines does not grant a variance for any prior, existing, or future violation. All violations must be brought into compliance in order to stop the accrual of fines and/or to avoid further deductions from the Compliance Deposit.

M. NOTICE OF VIOLATION: The Assessment of charges against the Compliance Deposit will be made based upon the status of the Lot at 8:00AM CST on each day of construction in accordance with charges outlined in Schedule A. Notice of any violation of this Agreement will be given by the VRPOA or VRPOA-ACC by letter or written notice posted on the sign board required by Paragraph F of this Agreement. Unless

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otherwise provided in this Agreement, without regard to weekends, weekdays, holidays etc., the Owner/Builder will be given 72 hours notice to correct the violation prior to the assessment of charges as set forth in Schedule A. Repeated violations or violations where time is of the essence, require immediate compliance and will result in the cessation of construction by the VRPOA-ACC until the violations can be resolved.

N. APPEAL OF AN ASSESSMENT OF A CHARGE AGAINST the COMPLIANCE DEPOSIT: Any Owner or Builder wishing to appeal the assessment of a charge made in accordance with this Agreement may do so by appearing before the VRPOA-ACC at a regularly scheduled meeting. Notice of the intent to appeal must be given to the VRPOA-ACC, in writing to be received no later than Monday at 5:00 p.m. in order to be heard at the next regularly scheduled VRPOA-ACC meeting. Construction on any Lot may be halted by a majority vote of the VRPOA-ACC pending the committee's consideration of the appeal.

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Valentine Ranch Property Owners Association, Inc.

Signature: _____ Date Signed by VRPOA: _____, 201__
President

Printed Name: _____

Owner

Date Signed by Owner(s): _____, 201__

Mr./Ms. (circle one)

Mr./Ms. (circle one)

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Owner's Representative or Agent

Date Signed by Agent: _____, 201__

Mr./Ms. (circle one)

Signature: _____

Printed Name: _____

Title: _____

Builder

Date Signed by Builder: _____, 201__

Company Name of Builder: _____

Signature: _____

Printed Name: _____

Title: _____

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Application and Acknowledgement of Receipt and Acceptance of the Valentine Ranch Rules for Construction

By signing below, the said parties acknowledge receipt of the Valentine Ranch Rules for Construction and agree that during the entire construction project to comply with the Valentine Ranch Rules of Construction, and agree said parties can be sent notice of a violation at the address, telephone number or e-mail address listed below. **DO NOT SIGN THIS FORM WITHOUT FIRST READING THE RULES OF CONSTRUCTION.**

Unit ____ Lot ____; Valentine Ranch lot address _____

Initial each area for which this Application is being submitted. Any approval granted by the ACC is limited to this Application and the plans submitted with this Application. If subsequently, more areas become applicable, the owner and builder must submit another Application to the ACC for approval.

New Home _____ Declaration Landscaping _____ Fence _____ Pool/hot tub _____

Playscape _____ Sport Court _____ Summer Kitchen _____

Add'l landscaping _____ Home Addition _____ Other _____

Lot owner's information:

Owner's Name _____

Owner's signature _____ Date Signed _____

Mailing address _____

City, State, Zip _____

Telephone - day _____

Telephone - night _____

e-mail address _____

Deposit amount _____

Builder's information:

Builder's name _____

Builder's signature _____ Date Signed _____

Contact person _____

Mailing Address _____

City, State, Zip _____

Telephone -day _____

Telephone - night _____

e-mail address _____

TPDES Permit Number of Environmental Management Company to be used

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SCHEDULE A

\$2,500 COMPLIANCE DEPOSIT - New Construction by a Builder who has *not* had a compliance deposit reduced to \$1,000 during the preceding twelve (12) calendar months.

\$5,000 COMPLIANCE DEPOSIT - New Construction by a Builder who has had a compliance deposit reduced to \$1,000 or less during the preceding twelve (12) calendar months.

\$1,500 COMPLIANCE DEPOSIT - Additions/Remodeling by a Builder who has *not* had a compliance deposit reduced to \$1,000 during the preceding twelve (12) calendar months.

\$3,000 COMPLIANCE DEPOSIT - Additions/Remodeling by a Builder who has had a compliance deposit reduced to \$1,000 or less during the preceding twelve (12) calendar months.

Payment of Compliance Deposit, charges, fees, or fines does not grant a variance for any prior, existing, or future violation. All violations must be brought into compliance in order to stop the accrual of fines and/or to avoid further deductions from the Compliance Deposit.

Charges against the Compliance Deposit will be made based upon the status of the Lot at 8:00AM CST on each day of construction, according to the following schedule:

<u>Violation:</u>	<u>Deductions:</u>
• Lot (construction site) not properly maintained. (e.g., Loose trash in evidence)	\$50 Per Day + Labor
• Construction dumpster (or alternative approved by the ACC) not in place, with capacity remaining or in need of emptying	\$50 Per Day
• Portable toilet not on site prior to commencing construction or maintained on the Lot during any day of construction	\$50 Per Day
• Noise Pollution (must cease immediately)	\$50 Each Occurrence
• Construction materials stored on another Lot or Common Properties without written permission from the Owner	\$500 Each Occurrence
• Construction fencing according to EPA guidelines not used at side and rear Lot lines	\$50 Per Day
• Setback lines violated. (e.g., Clearing, cutting or storing any construction materials within 25-foot setback line.	\$50 Per Day
• Construction commences prior to acceptance of VRPOA Construction Agreement (construction means any site work, including clearing the lot without approval)	
Builder is First Time Offender	\$500 Each Occurrence
Builder is Repeat Offender	\$1,000 Each Occurrence
• Certificate of Occupancy not requested prior to closing/occupancy	\$500
• Construction not in accordance with approved plans	
Builder is First Time Offender	\$300 Each Occurrence
Builder is Repeat Offender	\$500 Each Occurrence
• Damage to Common Properties or Common Facilities, including the washout or placement of brush, dirt, mud, rock, debris, construction materials, or trash into streets.	\$100 Each Occurrence, Plus Repair Cost

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The VRPOA and VRPOA-ACC will use the Contact Information provided below to communicate violations in the most expedient manner possible, so please indicate the most reliable method to contact you.

OWNER'S CONTACT INFORMATION

Mr./Ms. (circle one) _____	Mrs./Ms. (circle one) _____
Address: _____	Address: _____
City: _____	City: _____
State: _____ Zip Code: _____	State: _____ Zip Code: _____
Office Phone: (____)-(____-____)	Office Phone: (____)-(____-____)
Fax Phone: (____)-(____-____)	Fax Phone: (____)-(____-____)
Cell Phone: (____)-(____-____)	Cell Phone: (____)-(____-____)
Home Phone: (____)-(____-____)	Home Phone: (____)-(____-____)
E-Mail: _____	E-Mail: _____

OWNER'S REPRESENTATIVE OR AGENT'S CONTACT INFORMATION

Name: _____	
Firm Name: _____	
Address: _____	Office Phone: (____)-(____-____)
City: _____	Fax Phone: (____)-(____-____)
State: _____ Zip Code: _____	Cell Phone: (____)-(____-____)
E-Mail: _____	Home Phone: (____)-(____-____)

BUILDER'S CONTACT INFORMATION

Name: _____	
Firm Name: _____	
Address: _____	Office Phone: (____)-(____-____)
City: _____	Fax Phone: (____)-(____-____)
State: _____ Zip Code: _____	Cell Phone: (____)-(____-____)
E-Mail: _____	Home Phone: (____)-(____-____)

BUILDER'S CONTACT INFORMATION
(Secondary Contact)

Name: _____	
Firm Name: _____	
Address: _____	Office Phone: (____)-(____-____)
City: _____	Fax Phone: (____)-(____-____)
State: _____ Zip Code: _____	Cell Phone: (____)-(____-____)
E-Mail: _____	Home Phone: (____)-(____-____)

Owners' Initials _____ Owners' Representative's Initials _____ Builders' Initials _____

Additional Notes

Owners' Initials _____ Owners' Representative's Initials _____ Builders' Initials _____