

SPRING CREEK COURT

ACC CONSTRUCTION DAMAGES and RESTORATION DEPOSIT AGREEMENT

If you are petitioning the Board of Directors for advance approval to proceed with an exterior home improvement project on your Lot in Spring Creek Court, you are required to execute (sign) and submit both pages of this Agreement and a \$1,000.00 Construction Damages and Restoration Deposit with your Architectural Control Committee ("ACC") Application.

RESPONSIBILITIES OF THE PETITIONING HOMEOWNER (1-9, below)

1. The undersigned petitioning homeowner agrees to be fully and singularly responsible for making sure that construction does not disturb other residents;
2. The undersigned petitioning homeowner agrees to be fully and singularly responsible for making sure that construction materials are not left in the streets obstructing traffic or otherwise in public view.
3. The undersigned petitioning homeowner agrees to be fully and singularly responsible for promptly removing any soil, sand, building materials, vehicle fluid stains, etc., placed in the streets by its contractor, subcontractors, workmen or agents;
4. The undersigned petitioning homeowner agrees that construction will be completed no later than sixty (60) days following the commencement of construction;
5. The undersigned petitioning homeowner agrees to be fully and singularly responsible for restoring all fencing promptly following construction;
6. The undersigned petitioning homeowner agrees to be fully and singularly responsible for restoring all turf outside fence lines promptly following construction;
7. The undersigned petitioning homeowner agrees to be fully and singularly responsible for ensuring that no structure (e.g., swimming pool water slide) is erected at a height that rises above the top of the fence line and hence visible from the street or any adjoining properties;
8. The undersigned petitioning homeowner agrees to be fully and singularly responsible for ensuring that vehicles, trucks and heavy equipment owned and/or operated by its contractors, subcontractors, workmen and agents are operated in a safe manner at all times and are not parked in the streets in a manner such that traffic is impeded or otherwise interrupted;
9. The undersigned petitioning homeowner agrees to be fully and singularly responsible for any and all expenses relating to clean-up following construction;

SOLE CONDITIONS OF REFUND (10-15, below)

10. The undersigned petitioning homeowner acknowledges that it is the sole responsibility of the petitioning homeowner to request a refund of the \$1,000 Restoration Deposit.
11. The undersigned petitioning homeowner acknowledges and agrees that any request for a refund of a Restoration Deposit must be made in writing to the Association's Managing Agent as indicated at SpringCreekCourtHOA.org.
12. The undersigned petitioning homeowner's request for refund of a Restoration Deposit must include the petitioning homeowner's name, address, and a clearly-worded statement announcing that the Association-approved home improvement project and work site clean-up have been completed.
13. The undersigned petitioning homeowner understands and agrees that requests for any refund of a Restoration Deposit made by parties other than the petitioning homeowner will be considered invalid and refund payment will not be made.
14. The undersigned petitioning homeowner agrees that all requests for a Restoration Deposit refund are subject to the Association's final work site inspection prior to release of any deposit funds.
15. In the event the ACC final inspection reveals that additional clean-up or restoration efforts are required of the homeowner, any refund will be withheld pending satisfactory corrective action on the part of the petitioning homeowner.

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IT IS UNLAWFUL TO POUR OR DISPERSE CONCRETE, GRAVEL, SAND, SOIL OIL, PAINT, FLAMMABLE MATERIALS, CHEMICALS OR ANY CONSTRUCTION OR LANDSCAPING MATERIALS into the community storm drain system. The petitioning homeowner is responsible for reviewing this prohibition with their contractor(s) prior to commencement of construction. The **PETITIONING HOMEOWNER** named below is solely responsible for compliance with this prohibition and the cost of restoration involving removal or remediation of such materials from the storm drain system.

The undersigned petitioning homeowner agrees to be fully and singularly responsible for restoration of all property conditions and specifically authorizes the Spring Creek Court Homeowners Association, Inc., and its Managing Agent to use, at a minimum, undersigned petitioning homeowner's \$1,000 Restoration Deposit to make any required restoration not accomplished in a timely manner by the undersigned petitioning homeowner.

This Agreement must be executed (signed) by the petitioning homeowner and submitted to the Association's Managing Agent with a completed Architectural Control Committee Application, required supporting documents, \$1,000 restoration deposit and \$25 non-refundable application processing fee.

Make your check for the conditionally-refundable \$1,000 Restoration Deposit payable to:

Spring Creek Court Homeowners Association, Inc.

Make your check for the non-refundable \$25 Application Processing Fee payable to:

Preferred Management Services

The undersigned petitioning homeowner acknowledges and understands that this Agreement is not an approval to proceed with a proposed home improvement project.

This Agreement is not valid without the required property address, petitioning homeowner's name, signature of petitioning homeowner, and date, where indicated below.

Any alterations, deletions, or additions to this Agreement by the undersigned petitioning homeowner, or any other party, will render this Agreement null and void; in that event, the petitioning homeowner's ACC Application will be denied.

Petitioning Homeowner's Acceptance of the Terms of this Agreement:

For Consideration At:

_____ Spring, Texas 77379
Property Address of Proposed Work Site in Spring Creek Court **PRINT CLEARLY**

By:

Name of Petitioning Homeowner **PRINT CLEARLY**

Signature of Petitioning Homeowner

Date