

VICKSBURG
ARCHITECTURAL CONTROL COMMITTEE

APPLICATION FOR APPROVAL OF IMPROVEMENTS

DATE: _____

TO: MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE (hereinafter "ACC"), pursuant to Article III of the Restrictions, as hereafter defined.

FROM: _____

RE: LOT OWNER: _____
Address: _____
Phone #: _____
Email: _____

CONTRACTOR: _____
Address: _____
Phone #: _____

Lot/Block No.: _____

DESCRIPTION OF IMPROVEMENTS: _____

PLANS ATTACHED: Yes No

To whom it may concern:

Please accept this as my Application for Approval (the "Agreement") of the attached plans and specifications to construct or alter improvements on the above referenced property in Vicksburg Subdivision. As part of my application for the approval of the attached plans and specifications, I ("Applicant") understand and agree to be bound by the following:

- 1) General and Special Restrictions as recorded in public records;
- 2) Declaration of Restrictions and Protective Covenants in the Official Real Property Records of Montgomery County, Texas, as set forth in an instrument recorded in Volume 766, Page 872, County Clerk's File Number 283657, which was subsequently amended by those instruments recorded under Volume 786, Page 582, County Clerk's File Number 297763 and under County Clerk's File Number 9500105 of the Deed Records and as imposed by the map and dedication recorded in Cabinet A, Sheet 50B of the Map Records of Montgomery County, Texas, which were subsequently amended by that AMENDED RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS as set forth in an instrument recorded in County Clerk's File Number 283657 in the Official Real Property Records of Montgomery County, Texas (hereinafter referred to collectively as the "Restrictions");
- 3) The ACC reserves the right to make periodic inspections as work progresses. All construction, labor and materials shall be installed in a good workmanlike manner. The Applicant agrees to meet with any member of the ACC for discussion of for the purpose of conducting an inspection, at any time convenient to both parties, concerning the improvements/construction to insure that it complies with the plans as approved by the ACC. Should an inspection by a licensed inspector be required by the ACC, as indicated below, Applicant agrees to pay the cost of said inspection, not to exceed \$300.
- 4) All improvements shall be completed within three (3) months from the date of ACC's approval of this Agreement. All unpaid maintenance fees must be paid prior to completion.
- 5) Construction materials must be kept out of view of the street. Materials may not be placed on adjoining lots without written approval from those specific property owners and a copy of the letter must be

Submitted to the ACC for approval before construction begins. Failure to comply with any of the foregoing requirements will subject the Applicant to a fine of \$50.00 per day plus all expenses incurred by ACC for any remodel action taken as a result of Applicant's failure to remedy said violation within five (5) days. This fee is payable to VCIA.

6) During construction of improvements the Property and adjacent land must be kept free of debris and no debris shall be allowed to be blown onto other properties. Applicant will arrange for all construction debris on site is considered to pose an immediate threat to the health and safety of other residents and is not permitted. If Applicant or Applicant's agents are observed burning construction debris on site, Applicant will be fined \$30.00 for each occurrence. This fee is payable to the VCIA.

7) Any variances in any construction from the description listed above or any attached Plans and Specifications must be in writing and approval by at least three (3) ACC board members. Oral variances will not be accepted or honored by the ACC Board.

8) Applicant understands that ACC's approval here does not authorize Applicant to construct any improvement within a utility easement. Applicant must separately obtain approvals from any utility companies for any improvement to be constructed within any utility easement, prior to pouring any concrete within the easement area. Failure to obtain such approval will nullify and void this conditional approval.

9) Applicant understands the ACC is relying on all statements made by Applicant herein, including but not limited to the plans and specifications being submitted herewith, in their decision to approve or deny their applications.

Respectfully submitted this _____ day of _____ 20_____

LOT OWNER: _____

CONTRACTOR: _____

ACC COMMITTEE USE ONLY

_____ () APPROVED () DENIED

Printed Name _____

_____ () APPROVED () DENIED

Printed Name _____

_____ () APPROVED () DENIED

Printed Name _____

After you have signed your name, check the box indicating your approval or denial along with any appropriate comments. Please forward this REQUEST to the next ACC Board Member