
EXHIBIT "A"

APPLICATION FOR CONSTRUCTION OF NEW HOME PROPERTY

*ARCHITECTURAL CONTROL GUIDELINES AND REGULATIONS OF
Cape Conroe Property Owners Association, Inc.
(Amended April 2016)*

Initials: Owner(s): _____ Builder(s): _____ Contractor(s): _____

Application Page 1 of 22

(Rev. 07/12)

**Architectural Control Committee
of
Cape Conroe Property Owners Association, Inc.**

Name _____

Address _____

Section _____ Block _____ Lot _____

Application for Construction of New Home

Application Number: _____

Owner(s): _____

Builder(s): _____

Contractor(s): _____

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PART ONE

IMPORTANT NOTICE

Read this notice carefully before completing and submitting to the ACC for approval.

This entire document is to be considered as the "Application" for the purposes of applying for a building permit from the Architectural Control Committee (the "ACC") for any construction within Cape Conroe. If approved by the ACC, this Application will automatically become a **binding contractual obligation** for you to follow all the terms, rules and regulations as set forth in this Application and in *Amended, Extended and Merged Restrictive Covenants for Cape Conroe, Section I and II* (the "Deed Restrictions"). Your construction must be as you describe below in this Application, with the material samples you submit with this Application, and with the plans you submit with this Application. The ACC will rely on your statements within this Application as being accurate. Any false, incorrect, or misleading statement will void your Application and the ACC's approval of it, whereupon all construction must stop immediately at the time of discovery and will result in the forfeiture of your deposit. If you fail to complete construction within the time specified within this Application and/or the Deed Restrictions, or if you fail to follow your plans as approved by the ACC, you may be required, at the sole discretion of the CCPOA, to dismantle and remove all new construction, addition and/or alteration, and restore the lot to its original condition at your own expense. No Application will be considered to be complete unless all necessary documentation, plans, material samples, and all other documents as required in this Application are attached to it at the time it is submitted to the ACC. If any components are missing; the ACC may return the Application in its entirety without looking at any part individually. All plans and specifications submitted with your Application must be complete and final. You cannot alter your plans without written approval from the ACC once your plans are approved By the ACC.

Scaled drawings shall be provided that are easily interpreted by one normally experienced in the building arts.

All approvals from the ACC must be in writing. If you have not received written approval of your Application, then your Application has not been approved, and you do not have permission to undertake the construction you have proposed in your Application.

PART TWO
Application Information for Construction and Steps for Obtaining a Building Permit

A. Required Information

1. Date Submitted: _____

2. Lot Owner(s): _____

3. Lot Address: _____

4. Type of Lot: [] Residential [] Townhouse [] Lakefront [] Commercial

5. Lot Owner(s) Contact Information:

Address: _____

Phones: Home _____ Work _____

Cell _____ Fax _____

E-Mail Address: _____

6. Builder(s) or Contractor(s) Contact Information:

(a) Builder

Name: _____

Contact: (if other than Owner): _____

Address: _____

Phones: Work _____ Cell _____

Fax: _____

E-Mail Address: _____

(b) Contractor

Name: _____

Contact: _____ (if other than Owner):

Address: _____

Phones: Work _____ Cell _____

Fax: _____

E-Mail Address: _____

7. Construction Start Date: _____

8. Construction Completion Date: _____

“Owner” defined: For the remainder of this Application, the term “Owner”, as appropriate, includes the owner of the lot, any Builder, Contractor, any subcontractor performing construction on the lot and any agents of the owner of the lot, Builder, Contractor and any subcontractor performing construction on the lot.

Owner agrees to begin construction by the start date and to complete construction by the completion date immediately written above by Owner.

B. New Home Construction

For the construction of a new home, the owner must submit sufficient information to the ACC (1) for it to consider and approve or reject the application, (2) and for it to verify, once the construction is complete, that the construction was performed with strict adherence and conformity with this application.

1. Who will perform the construction?

Owner Builder Contractor Other: _____

Name(s): _____

- h. Exterior Material Samples (Roof, Siding, Brick, etc.) Yes No
- i. Exterior Color Samples (Roof, Siding, Brick, etc.) Yes No
- j. Drainage and Flood Abatement Plan Yes No
- k. Landscaping Plan Yes No
- l. Complete Detail Sheet Yes No
- m. Certification that building standards meet or exceed the
 IRC 2000 Building Codes as required by Texas state law Yes No

PART THREE

Fees, Deposits, Fines, and Mandatory Cessation of Construction Following Notice

A. Fees:

New Home Construction: \$465

All such fees are nonrefundable and become the property of CCPOA at the time of delivery to CCPOA by the Owner.

B. Deposit:

Security Deposit for construction of new home: \$3,000

The entire amount of the balance of the security deposit that remains in the possession of CCPOA after one year from the Construction Start Date listed by the Owner in Part Two (A)(9) of this Application will be forfeited immediately by the Owner and will become immediately the property of CCPOA.

C. Fines

In order to secure the Owner's adherence with this application, the Owner agrees that the following fines may be assessed against the Owner at the sole discretion of the Association and in accordance with the schedule outlined immediately below. Any fines assessed by the Association shall be assessed immediately against the Owner's security deposit and paid immediately to the Association. If the amount of fine should exceed the amount of security deposit, the Owner Agrees that any excess amount shall become the personal obligation of the Owner.

If necessary, the ACC, at the time of the ACC's discretion, may give to the Owner the notice and fines as described below:

- a. First Notice: A verbal or written notice of the violation. The violation must be must be corrected within three working days from the date of delivery of the notice or a second notice will be given.
- b. Second Notice: A written notice of the violation. The Owner will be assessed an automatic \$500 fine on the day the notice is delivered. An additional fine of \$100 per day will also accrue for each day after the date the second notice is delivered that the violation remains uncorrected. If the violation remains uncorrected within three working days of delivery of the second notice, the ACC may give a third notice to the Owner at the time of the ACC's discretion.
- c. Third Notice: A written notice of the violation. The Owner will be assessed an automatic \$1,000 fine. After the third notice is delivered to the Owner, all construction must end immediately except for any construction that has as its sole purpose the correction of the violation.

Construction must stop immediately after the owner's receipt of the third notice. Construction may only resume after the Owner receives written approval to do so from the ACC and after all fines have been paid and the security deposit is replenished and funded to its original amount.

It is the Owner's responsibility to notify the ACC when the Owner believes the violation has been corrected. The final determination shall be made by the ACC in its reasonable and sole discretion.

Delivery of Notice(s): In addition to the methods of delivery of written notices described in Part 10 of this Application, written notices as described in this section are considered to be delivered when affixed with tape or other securing device to the front door of the home on the lot (or, if no front door exists, a prominent location on any permanent structure on the lot).

PART FOUR
Construction Rules and Materials for New Home/Townhouse Construction, Additions to Existing Structures, and Alteration of Existing Structures

The following rules of the ACC are provided to assist the owner with its completion of this application and to state some of the rules concerning construction or alteration within Cape Conroe.

- 1. **ACC Permits**- No construction of any kind can begin before the ACC has given the Owner, in writing, a signed and approved Application. All permits and addresses are to be prominently displayed at the building site.
- 2. **Culverts** - All culverts are to be installed by Montgomery County. The Owner is to contact Mr. George Widener at (936) 539-7815 to arrange for the County to shoot the grade and advise the Owner as to the size needed for that particular lot. The Owner will notify Mr. Widener when

the culvert has been delivered to the site and the site has been staked as to the culvert location on the lot. Under no circumstances is the Owner allowed to furnish and install any culverts in Cape Conroe. Additionally, no construction or dirt work can begin on the lot until the County has installed the culvert and notified the Owner. Construction cannot begin until after such notification.

3. **County Building Permits** - All required permits must be obtained from proper Montgomery County officials and a copy of those permits submitted to the ACC before any construction can begin. All permits and addresses are to be posted at the building site.

4. **Lot Grading During Construction** - The Owner is to grade the lot as necessary and as often as necessary to prevent flooding on any adjacent or down-stream property or homes. Should the grading prove inadequate, the Owner will promptly repair and/or compensate the property Owners, who have sustained damage.

5. **Portable Toilets** - The Owner is to provide a portable toilet for each construction site. Should there be two sites side-by-side or directly across the street from each other, only one portable toilet is required.

6. **Trash Dumpster** - No later than immediately after the foundation is poured, a suitable, commercial grade, metal trash dumpster must be furnished by the Owner at each construction site. Construction debris and trash must be picked up and put into the dumpster on a daily basis. This includes the roadway in front of and across from the site. The dumpster must be dumped in a timely manner to prevent over-filling.

7. **Safety Fencing** - Fencing must be installed along both sides and the rear of the construction site at a height of 4 feet with steel T-posts every 8 feet. The fence must be maintained in a neat and orderly manner throughout the construction process.

8. **Building Materials**

a. All materials must be new, except for brick.

b. Any new foundation must match the existing foundation.

c. Any addition must match the existing house in both materials and exterior finish as closely as possible.

d. Masonry and Siding - It is a requirement of the ACC that at least **50%** of the exterior material be masonry, such as brick, stone, Stucco (no imitation Stucco allowed), or a combination thereof. No concrete blocks may be used in the exterior walls. As new building materials come on the market, the ACC will evaluate each product and make a determination as to its suitability for use in Cape Conroe. Hardi Plank has been considered and has been determined that it can be used as "siding", but not as a masonry product. Hardi Plank Sheet Material or similar products with a Stucco finish will not be acceptable as "Masonry". Samples of all materials must be provided to the ACC for approval. This includes the type and color as called for in the building plans. No plans will be considered without samples.

9. Building Distances - Building distances are referenced to roof overhangs, less guttering, which represent the largest overall house perimeter. These overhangs must not cross over recognized building and utility assessments lines where they can interfere with rights of way and views. These include the following:

- a. A twenty-five (25) foot front building line shown on plat.
- b. A ten (10) foot additional front building line adjacent to the other street for corner lots as shown on the plat.
- c. A four (4) foot building line from the interior property and side street lines. This allows appropriate distance between neighbors. (Note: This is not applicable to townhouses, which are installed against each other.)

10. Utility Easements - Normally, interior lots have five (5) and eight (8) foot utility easements which represent one-half (1/2) of shared easements. A townhouse has a five (5) foot utility easements at the front property line, which is within the twenty-five (25) front building line and therefore represents no problem.

11. Permanent Fences

A. Location

1. Install fences along property lines except where building lines are involved. This can include part of an easement with the understanding that utility firms can remove any fence while installing electrical line.
2. Fences CANNOT be installed across the front of houses and they should not extend to the front further than the front wall line of a house.

B. Construction Materials

1. Metal, wood and vinyl are acceptable materials of construction for non-lake front lots. A wood fence must be treated or stained unless the fence is made of cedar.
2. Fences behind townhouses and water front houses must be wrought iron or chain link to avoid obscuring adjacent homeowners view of the water. Also, they can be run to the shoreline to contain pets.

C. Whenever an existing fence is to be modified and/or replaced, its plans must be approved by the Architectural Control Committee before construction begins.

D. Fence height must not exceed six feet six inches (6' 6") feet from the ground.

12. Good Neighbor Policy-

a. Hours of Construction: The workday may begin at 7:00 AM or later and work will stop at 7:00 PM, Monday through Saturday. All deliveries of material and equipment are to be scheduled during these hours. No work will be permitted on Sundays or the following holidays – New Year’s Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

b. Sound and Noise Nuisances: Radios or other audio equipment shall have volumes set so as not to offend neighbors near the construction site area. No obnoxious activity of any kind can emanate from the work site that adversely affects neighboring homeowners or the community in general.

c. Parking: Owner’s, Builder’s, Contractor’s and Sub-Contractor’s vehicles are to be parked as much off the road as possible. Deliveries must be unloaded on arrival at the site. Every effort must be made so that they do not impede traffic flow.

d. Trespassing: In no case may adjacent lots to the construction site be used as temporary storage of materials or vehicle parking, or for traffic routes for construction equipment and delivery vehicles to and from the construction site. The Owner may attempt to gain permission from the lot owners adjacent to the site for these purposes. Should the Owner be given permission, the ACC must be notified in writing that permission has been given.

e. Ruts and Debris: The Owner will be responsible to repair any ruts caused by construction equipment and delivery vehicles on any lot. The Owner must ensure that the debris is properly covered in accordance with the law. The Owner is responsible to retrieve and dispose of debris that spills out of vehicles while leaving the subdivision.

f. Construction Equipment: In no case can construction equipment be “stored” at the construction site. The equipment may be brought to the site the day before the intended use period and must be removed the day after it is no longer needed at the site.

g. Pets at Construction Site: The ACC prefers that animals not be brought to the site. However, there is no rule against it, but the animal must be on a leash at all times in accordance with Montgomery County Animal Control Ordinance. Furthermore, the animal must not create a “noise” nuisance.

h. Alcoholic Beverages: No consumption of alcoholic beverages of any kind will be allowed at any construction site in Cape Conroe. This includes, but is not limited to, beer, wine coolers, liquor etc. If consumption of alcohol is observed, the ACC will contact appropriate members of law enforcement.

13. Harmony and Conformity Rules:

a. Flip Plans: The ACC will not accept plans for consideration that are marked “flip”. A complete set of actual building plans are required for consideration.

b. Tree Preservation: No trees may be removed from a lot until a new home construction plan has been approved by the ACC. The Owner is to make every effort to save as many trees as construction allows. If there are no trees on the lot, at least one tree of no less than three (3) inches in diameter must be planted in the front yard as part of the final landscaping.

c. Landscaping Plans and Requirements: A complete landscaping plan must be submitted along with the other documents required for consideration of the application. The plans must include a site plan that depicts the property lines, easements, setback lines, slab footprint, driveways, and drainage. Bedding areas and areas to be sodded must be clearly indicated on the plan. The plan should indicate the location, type, quantity, and size of proposed plants.

All areas of the property that are not covered by construction or landscaped for flower/plant beds are to be covered with sod. This provision specifically requires each lot to be covered with sod up to the edge of all adjacent roads and property lines and including any ditch that borders an adjacent road.

Bedding areas shall be prepared with an appropriate mulching or soil-enhancing material to enrich the existing soil. Bedding areas should be raised sufficiently to provide adequate drainage away from home foundations.

Appropriate plants should be planted to visually screen air conditioning units, swimming pool equipment, and other utility installations that are visible from the front or side of the structure.

Corner lots must be landscaped with appropriate foliage and plant beds on each side of the corner lot that faces a street.

d. Front Elevation Repetition Policy: One of Cape Conroe's special characteristics is the appearance of a "custom built community" and to this end, the ACC will impose a strict adherence to the following rules pertaining to front elevations:

- i. Front elevation designs may be duplicated in the subdivision but only to the extent that they are not repeated in more than 5% of the total lots in the subdivision;
- ii. Homes built as part of this 5% allowance will not be in a line-of-sight of each other;
- iii. Duplicate homes will be further restricted by having no less than twelve consecutive lots between them;
- iv. Duplicate homes MUST be of a different masonry, roof, and paint colors;
- v. Any change to the architectural features that reduce the impact of duplicate use of the same elevation plan is encouraged and will encourage the ACC to approve the plans;

e. Any and all homes with a fireplace must also contain a framed fireplace chimney that meets or exceeds building code height, unless it is a direct vent fireplace which is vented from the side wall. The chimney must include a hardi material, brick, or stucco veneer.

14. Detached Buildings:

a. A foundation is required for any detached building unless it is a prefabricated structure. Floor supports should be brick or concrete blocks as a minimum to prevent rotting, rusting and termite attack. These conditions can lead to an unsightly appearance. Better options are treated wood skids on bricks and treated platforms on treated posts set on concrete. The open space beneath the building should be covered with a lattice to keep varmints out. Lighter buildings should be anchored to supports to prevent wind damage. Acceptable anchors are concrete slab "3" bolts, bricks and concrete block, platform bolts, and earth anchors.

b. Building Materials- Both metal and wood are acceptable. Outside surfaces must be painted.

15. Swimming Pools Fence - A pool must be contained within a fence no lower than six feet six inches (6' 6") in height.

~~16. Plumbers and Plumbing- Any and all plumbing installation or alteration must be performed by a plumber with a master plumber's license and with an emblem evidencing a master plumber's license prominently displayed on his or her vehicle.~~

PART FIVE
Foundation Construction and Flood Control

Each new Applicant for a home/townhouse must have a foundation plan prepared by a State of Texas registered professional engineer and must be stamped and signed by the plan's designer. The plan must be based on a soil sample(s) taken from the actual subject lot. This test must be by an approved agency using State-approved methods. A copy of the soil test must be submitted to the ACC along with the engineered foundation plan.

1. Foundation Construction-

a. Foundation construction must be capable of accommodating all loads according to Section R301 and R401 of the *International Residential Code for One- and Two- Family Dwellings* (IRC 2000) and of transmitting the resulting loads to the supporting soil. Fill soils that support footings and foundations must be designed, installed, and tested in accordance with accepted engineering practice;

b. The finished floor elevation must be one foot above the nearest downstream sanitary manhole cover. If for any reason the slab is built below the elevation of the nearest manhole cover, a backflow valve must be installed;

c. The finished floor elevation must be indicated on the slab survey to be reviewed by the ACC. If the elevation is not indicated on the slab survey, the ACC will not consider the Application;

d. An engineer's independent affidavit of foundation construction in compliance with the approved plan will be required prior to continuance of any further construction;

2. **Flood Control-** The owner should familiarize himself or herself concerning the natural flow of water over the land and that this natural flow not be impaired. However, it is incumbent on the Owner to provide for appropriate drainage and flood control improvements during construction and as part of the final landscaping plan.

a. Drainage and Flood Abatement Plan: This must be submitted at the time of the Application. The plan must be prepared as a separate plan with a full explanation of how the natural flow will be redirected and not cause flooding of the neighboring lots and downstream lots.

b. Final Grade Improvements: Gentle swales or improved slopes may be employed to direct any surface water to the drainage ditches.

c. Subsurface Improvements: French drains, perforated or non-perforated drainpipes, and berms may be used to redirect the natural flow.

d. Gutters: Gutters are required to be installed along any eave that is 5 feet or longer in length on any structure having a roof area of 400 square feet or greater. The gutter drains should connect to the lot's drainage system that directs surface water to existing drainage ditches.

e. Plan Failure: Should the Drainage and Flood Abatement Plan fail to protect the adjacent or down-stream lots from flooding, the Owner will revise the plan and immediately repair all damage or make restitution to the lot Owner sustaining any damage, by the failure of the plan.

e. Temporary Drainage Requirements: Temporary drainage during construction and final grade shall be considered to provide the maximum efficiency for site drainage to an approved collection point and further conveyance into the drainage system.

PART SIX

Inspection Policy and Proper Notification to the ACC

The State of Texas has legislated minimum building standards for all residential builds throughout Texas, initially referred to as IRC 2000. The ACC has adopted these standards as provided under this State law. The ACC will not inspect each structure for compliance with this law, but it will require a statement from the Owner that the minimum standards as required within IRC 2000 and as amended will be used throughout the construction of the building constructed in Cape Conroe. Should it be discovered that the Owner did not actually build to the IRC 2000 standards and as amended, at the discretion of the ACC, such Owner may be prohibited from undertaking any future construction at any location within Cape Conroe.

1. Notification Requirement-

a. Pouring Cement for the Foundation: The ACC must be notified by fax 48 hours prior to the pouring of the foundation. Documents should be sent by telefacsimile to David Whitely at 936-582-6898. Additionally, the ACC must receive a copy of the final inspection report prepared by the certified engineer which states that the foundation was poured in compliance with the approved foundation plans. The Owner is hereby notified that the "wash out" of the cement trucks can occur only on the building site. If a "wash out" is performed in the subdivision, but not on the building site, an immediate fine of \$250.00 per incident will be imposed on the Owner, and the Owner will be required to clean up the washed out cement where the incident occurred.

b. Culvert Installation: The ACC is to be notified after the culvert has been installed by the County and that construction is about to begin. Remember, in no event may the Owner install the culvert. This must be done by Montgomery County.

c. Unexpected Construction Problems or Delays: The ACC is to be notified in writing should the Owner encounter problems or delays. The owner should detail the nature of the problems or delays and the Owners plans to overcome the problems or delays.

d. Construction and Final Landscaping Completion: When no further construction is required and the final grade and landscaping has been completed, the Owner must notify the ACC in writing and request the return of its Security Deposit.

e. Return of Deposit: Necessary paperwork for return of deposit is to include slab survey, and final survey, including any and all fencing installed on the property, frame and mechanical inspection, and final inspection by a certified RIAT code inspector.

PART SEVEN

Construction Completion, Final Grading and Landscaping, and Security Deposit Refund

1. **Construction Completion** - The responsibility for meeting the 365-day requirement for Completion rests solely with the Owner. Should additional time be needed, the Owner may request additional time from the ACC. This request must be in writing with a full explanation as to the need for additional time. It is the sole discretion of the ACC whether to grant an extension or not;

2. **Final Grading and Landscaping** - The Owner is to arrange an appointment with a member of the ACC to meet the Owner at the construction site to review all aspects of the approved Final Grading and Landscaping plans for compliance and acceptance by the ACC;

3. **Security Deposit Refund** - The Owner may request the Security Deposit refund after the ACC has accepted the building as completed and ready for occupancy. Any outstanding fines will be deducted from the deposit and the balance refunded to the Owner. If there are outstanding

finer, which have not been paid, and the balance of the security deposit will not cover these fines, the Owner must forward a check to the ACC in the amount of the outstanding fines. If the Owner does not satisfy the outstanding fines, the Owner will be prohibited from building on any lot located within Cape Conroe until these fines are paid. The entire amount of the balance of the security deposit that remains in the possession of CCPOA after one year from the Construction Start Date listed by the Owner in Part Three (B) of this Application will be forfeited immediately by the Owner and will become immediately the property of CCPOA.

PART EIGHT

Violation of Deed Restrictions and this Application

The Owner understands and agrees that the Owner will be personally liable to the Cape Conroe Property Owners Association for severe civil penalties and monetary damages if such Owner fails to complete construction by the Completion Date declared by the Owner in Part Two, (A)(8) of this Application, or undertakes construction or alterations at variance to the approved plans, or violates the Deed Restrictions in any manner during such construction or alterations.

If violation of the Deed Restrictions occurs after approval has been given, the Owner must correct the error within fifteen (15) calendar days after written notification by the ACC or its attorney. The Owner understands Texas law provides that residential restrictive covenants may be enforced in courts of law. The Owner is directed to consult the Owner's legal advisors as to the ultimate amount of damages and liabilities that may result for violations of the residential restrictive covenants.

PART NINE

Intent of ACC

It is the intent of the Architectural Control Committee (ACC) to administer the Cape Conroe Subdivision Deed Restrictions (CCSDR) and to abide by the rules and obligations outlined in those restrictions.

The primary goals of the rules and obligations are as follows:

1. To enforce the size requirements for a house/townhouse or building or other structure based on the lot size and any restrictions placed on those lots.
2. To maintain the "harmony and conformity" of the community throughout the Subdivision.
3. To make rules as authorized in the Deed Restrictions to provide minimum requirements for all Owners to ensure a reasonable level of quality building materials, structure design, and flood control and abatement.
4. To apply all the restrictions and rules in a fair and equitable matter to all Owners and

to levy penalties on those Owners that, in the opinion of the ACC, are in violation of those restrictions and rules.

The ACC does not intend to impede the normal and orderly construction of any new houses or other construction in the Subdivision; however, it is the duty and the responsibility of the lot owners and their builders to respect the rights and the property of other homeowners as the new structure is being constructed. If the ACC finds noncompliance issues and the issues are not resolved in a timely matter, the ACC may impose fines against the lot owners, the Owner or both. The amount of the fine will be deducted from the deposit as discussed in Part Three above.

PART TEN

Additional Information Regarding This Binding Agreement

This application is created by the ACC to assist it with performing its function as defined under the Deed Restrictions. If any portion of this application is or is found to be in conflict with the Deed Restrictions, then the Deed Restrictions shall govern. Furthermore, no portion of this application or action by the ACC shall be construed by any Owner as a waiver of any one or all of the Deed Restrictions by CCPOA or the ACC.

The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas and venue for any action under this agreement shall be exclusively in Montgomery County, Texas.

The Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and that this Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

The Parties agree that any notice or writing required under this agreement or permitted by this Agreement or any law of the State of Texas shall be deemed to have been delivered by mail upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and custody of the United States Postal Service and addressed, as appropriate, (a) to the Owner at the address given in Part Two of this agreement, (b) to the Builder and/or Contractor at the address given in Part Two of this agreement, or (c) to the ACC and/or CCPOA at Investment Management Company, c/o Steve Durham, 3500 West Davis Street, Suite 190, Conroe, TX 77304.

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of court in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

If any court of competent jurisdiction adjudicates any part of this Agreement invalid, illegal, or unenforceable, that judgment shall not impair or nullify the remainder of this Agreement, and its effect shall be confined to the portion involved in the judgment.

Neither CCPOA nor the ACC assumes any liability for any actions performed by any Owner, Builder, Contractor, or Sub-Contractor or any agent(s), and/or employee(s) of any Owner, Builder, Contractor or Sub-Contractor.

PART ELEVEN

Signatures

By his or her signature below, each owner, builder, and contractor, if any, AGREES TO EACH OF THE FOLLOWING:

1. He or she has read and understands the Deed Restrictions pertaining the Owner's real property in Cape Conroe;
2. He or she has read and understands all parts of this application and agrees to abide by all the terms and requirements of this application;
3. He or she understands and is specifically aware that this entire Application includes many important requirements with severe consequences for non-compliance, and that most are not listed or re-listed in this "Part Eleven" of the application;
4. All activities and construction involving the property will conform to the Deed Restriction and the rules as stated in this Application;
5. He or she is responsible to inform his or her contractors and/or subcontractors, if any, of the requirements of both the Deed Restrictions and this Application;
6. To follow the plans and specifications EXACTLY as submitted to the ACC and approved by the ACC;
7. The Owner is legally responsible for all actions taken by the Builder, General Contractor and all Sub-Contractors, if any, involved in the construction of the building on the Owner's lot; and
8. The Owner understands the approval by the ACC expires on the 365th day after such approval if construction has not yet begun. If the Owner wishes to undertake the same or new construction after that time, a new set of plans must be submitted to the ACC for approval to conform to the then current Deed Restrictions and requirements of the ACC.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY OF MY CHOOSING PRIOR TO THE TIME THAT I SIGNED IT. I UNDERSTAND THAT THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN ME AND CAPE CONROE PROPERTY OWNERS' ASSOCIATION, INC. THAT AFFECTS MY LEGAL RIGHTS. I REPRESENT THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

OWNER: _____
Signature: _____
Printed Name: _____
Date: _____

OWNER: _____
Signature: _____
Printed Name: _____
Date: _____

BUILDER: _____
By: _____
Name: _____
Date: _____

CONTRACTOR: _____
By: _____
Name: _____
Date: _____

**Submit Completed Application to any Architectural control committee member OR
Phone 936 582 2607, leave message.**

PART TWELVE

Form For Use by Architectural Control Committee:

Approved: _____ **Date:** _____ **Rejected:** _____ **Date:** _____

Application Number _____

Address: _____

Requirements before approval can be given:

Note: If rejected, a new application must be submitted and approved before work may begin.

_____ **Approved** [] **Disapproved** [] _____
Chairperson of the ACC date

_____ **Approved** [] **Disapproved** [] _____
ACC Member date

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