

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

13

STATE OF TEXAS)
)
COUNTY OF BRAZORIA)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Palm Crest Homeowners Association is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Brazoria County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Palm Crest Homeowners Association which have not been previously filed in the public records of Brazoria County are attached hereto, including:

By-Laws of Palm Crest Homeowners Association, Inc
Architectural Control Committe Plan Review Application

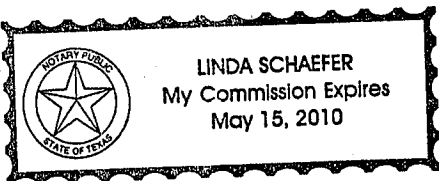
FURTHER, other dedicatory instruments of the Palm Crest Homeowners Association have already been filed in the public records of Brazoria County and these documents supplement the previously filed documents.

SIGNED on this 5th day of November, 2008.

Signature: *Susan L. Gonzales*
By: Susan L. Gonzales
Title: C.K.M. Property Management, Inc., Managing Agent
Palm Crest Homeowners Association

STATE OF TEXAS)
)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on this 5th day of November, 2008 by Susan L. Gonzales.



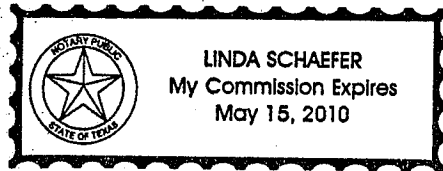
Signature: *Linda Schaefer*
By: Linda Schaefer
Title: Notary in and for the State of Texas
My commission expires on 05/15/10

Return to: C.K.M. Property Management, Inc.
P.O. Box 160
Tomball, Texas 77377-0160
Phone: 281-255-3055 Fax: 281-255-3056

State of Texas

County of Harris

On this 5th day of November, 2008, I attest that the preceding/attached documents are true, exact, complete and unaltered photocopies made of the By-Laws and Architectural Control Committee Plan Review Application of Palm Crest Homeowners Association, Inc. presented to me by the document's custodian, Susan L. Gonzales, and to the best of my knowledge the photocopied documents are neither a public record nor publicly recorded documents, certified copies of which are available from an official source other than a notary public.



Linda Schaefer
Notary Republic

**BYLAWS OF
PALM CREST
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

Members - (Owners)

Section 1. Eligibility. Membership in PALM CREST HOMEOWNERS Association, Inc. ("Association") shall be as set forth in the Articles of Incorporation of the Association ("Member(s)").

Section 2. Regular Meetings. The regular annual meeting of Members shall be held on such date and at such place and time as designated by the Board of Directors in written notice given to all Members at least ten (10) days, but no more than thirty (30) days, prior to the date of such meeting for the purpose of electing the Board of Directors of the Association in accordance with Article II, Section 1 herein below and for the transaction of other business of the Association as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or upon petition signed by a majority of Members and presented to the Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. A meeting called by a majority of the Members shall be held within thirty (30) days of receipt of the petition by the Secretary.

Section 4. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Member at the address given to the Board of Directors for such purpose or at the last known address if no address was so given to the Board of Directors.

Section 5. Voting. Voting by the Members shall be in person or by proxy.

Section 6. Quorum. A quorum of Members for any meeting will be constituted by Members represented in person or by proxy and holding at least 5 percent (5%) of the votes entitled to be cast at such meeting.

Section 7. Rules of Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members and in the absence of such rules, Robert's Rules of Order shall be used.

Section 8. Proxies. Votes may be cast by the Members either in person or by proxy. All proxies shall be in writing and signed and dated by the person or persons entitled to vote. In no event shall any proxy be valid for a period longer than eleven (11) months from the date of its execution, unless otherwise provided therein. A proxy shall be revocable in writing at any time in

the sole discretion of the Member who executed it. If a lot is owned by more than one (1) person, a proxy must be signed by one designated owner for the proxy to be valid.

Section 9. Waiver and Consent. Whenever the vote of Members at an Association meeting is required or permitted by any provision of these Bylaws, the meeting and vote of Members may be dispensed with, and the matter(s) in question may be voted upon by mail-in ballot if Members representing a majority of the total votes eligible to be voted by all of the Members consent in writing to dispense with the meeting and to vote upon the matter(s) in question by mail-in ballot. Mail-in ballots may accompany the required consent of Members, and may be completed and returned simultaneously therewith.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The initial Board of Directors of the Association ("Board of Directors" or "Board"), shall consist of three (3) members ("Director(s)"), as stated by the Articles of Incorporation recorded with the Secretary of State. At such time as the Developer may decide a three (3) up to five (5) member Board of Directors may be appointed by the Developer consisting of either Developer or Member representation. The appointed Directors will serve until the first Annual Members meeting at which time the Members will elect three (3) up to five (5) Directors as set forth below. Directors so appointed by the Developer may be removed at any time by the Developer calling a Board meeting and passing a resolution to remove said Director.

At the first annual members meeting three (3) or up to five (5) Directors shall be elected by the vote of Members and shall serve the following terms for a Board consisting of **three (3)** Directors: one (1) of the first Directors so elected shall serve for an initial term of three (3) years, one (1) of the the first Directors so elected shall servie for an inital term of two (2) years, and one (1) of the first Directors so elected shall serve for an initial term of one (1) year. Changes to the number of Directors after the first annual members meeting shall have staggered terms consisting of : two (2) of the Directors so elected shall serve for an initial term of three (3) years, two (2) of the first Directors so elected shall serve for an initial term of two (2) years, and the remaining Director first elected shall serve for an initial term of one (1) years. All Directors who serve after the terms of the initial Board of Directors shall serve three (3) years. Those candidates for election as Director receiving the greatest percentage of the votes either in person or by proxy shall be elected to serve until their term expires. The Directors so elected at the first annual meeting receiving the highest percentage of votes shall receive the longest term.

Section 2. Qualifications. Each Director shall be a Member in good standing of the Association. If a Member is a trustee of a trust, a Director may be a beneficiary of such trust; or if Member is a corporation, a Director may be an officer, partner or employee of such Member. If an elected Director shall cease to meet such qualifications during his term, and/or if he is in violation of the Declarations and any amendments thereto, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring on the Board by reason of resignation, removal or incapacity of an elected Director shall be filled by majority vote of the remaining Directors thereof. Any Director appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Meetings. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, at any time after receiving notice from the Secretary of State of the filing of the Articles of Incorporation. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally, by mail or by fax. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any elected Director may be removed from office for cause by a majority vote of the Directors or Members entitled to vote at any annual or special meeting of the Association, duly called. Any appointed Director may be removed by the Developer for any reason while the Developer is still active in the subdivision. Any Director missing three or more Board of Director meetings can be removed by a majority of the Directors at a meeting of the Association, duly called.

Section 6. Meetings by Telephone Conference. Both annual and special Board meetings may be conducted by telephone conference. To the extent permitted by law, any Director who is not physically in attendance at any meeting of the Board of Directors, but who is in telephone contact with the other Directors during such meeting and is thereby able to participate in the discussions, reports, debates, votes and other matters conducted thereat, shall be deemed to be in attendance at said meeting for all purposes, including but not limited to the purpose of creating a quorum.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members. Nothing contained herein shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 8. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting, one or more times, to a subsequent time, date and place.

Section 9. Voting. The vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall constitute the decision of the Board of Directors.

Section 10. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs and attain the purposes of the Association;
- (c) to formulate policies for the administration, management and operation of the property held for the use and benefit of all Members ("Common Elements");
- (d) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Elements, and to amend such rules and regulations from time to time;
- (e) to provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment voucher or delegate such approval to the officer or agent;
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Elements and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);
- (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (i) to collect all assessments and charges provided for in any covenants and restrictions imposed in PALM CREST Subdivision at such time as Developer assigns said right to the Association pursuant to the restrictions, and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Articles of Incorporation of the Association;
- (j) to enforce all covenants and restrictions imposed in PALM CREST;
- (k) to establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors;
- (l) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;
- (m) to enter such leases of portions of the Common Elements as the Board may deem advisable;
- (n) to exercise all powers and duties of a Board of Directors referred to in these Bylaws;
- (o) to obtain insurance coverage as may be deemed advisable by the Board of Directors;

(p) to establish budgets and long range plans as may be deemed advisable by the Board of Directors, and

(q) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association.

Section 11. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Members.

ARTICLE III

Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3: Term of Office. Each officer shall hold office for the term of one (1) year or until such officer's successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer which was succeeded. Any officer may be removed for cause at any time by vote of a majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

ARTICLE IV

Indemnification

Section 1. General. To the fullest extent permitted by law the Association shall indemnify and hold harmless each of its Directors, officers and each member of any committee appointed pursuant to the Bylaws of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, officers, committee members, on behalf of the owners or arising out of their status as Directors, officers or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, or committee member may be involved by virtue of such persons being or having been such Director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

Section 2. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

ARTICLE V

Amendments

These Bylaws may be amended at a regular or special meeting of the Board by a vote of the majority of a quorum of the Board Members present in person; and the provisions of these Bylaws which are covered by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law.

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. Should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Nonprofit Corporation Act or any other Texas law, such Act or law shall control.

PLAN REVIEW APPLICATION
PALM CREST

2008

All site or building construction or alterations or additions, thereto, require approval in writing from the Architectural Review Committee (ACC) prior to construction. (See Restrictions and attached Architectural Control Standards for more detail.) Please fill out the attached application form and submit one (1) set of complete plans and specifications in accordance with attached control standards together with an application fee to:

PALM CREST
Attn: Architectural Control Dept.
701 Clarence
Tomball, Texas 77375
P.O. Box 160
Tomball, TX 77377

Please call Architectural Control Dept. with questions
Email: ACC@CKM1.com
281-255.3055
281-255.3056 (FAX)
1-888-256-1514

STARTING CONSTRUCTION BEFORE APPROVAL AND NON-COMPLIANCE IS SUBJECT TO FINES

(Print or type)	PLEASE COMPLETE	January thru December 2008
OWNER:	PHONE:	DATE:
MAILING ADDRESS	CITY	STATE/ZIP:
BUILDER/CONTRACTOR:		
OFFICE PHONE:	CELL/PAGER:	
E-MAIL ADDRESS:	FAX	
ADDRESS:	CITY:	STATE/ZIP:
PROPERTY PHYSICAL ADDRESS:	SECTION	BLOCK LOT

Description of Improvements: Please select items on application:

HOUSE SQ. FT. (Liv.)		
DECK SQ.FT.:	ADDITION SQ.FT.:	OTHER:
FENCE:	POOL (dimensions):	PAINT HOUSE:
EXTERIOR MATERIALS:		
EXTERIOR COLORS (Siding and trim)		
ROOF MATERIALS (Colors ~ Include samples)		
LANDSCAPING: (grading, planting grass & landscaping are required)		
CULVERT; (confirm size)		
START DATE:	PROJECTED COMPLETION DATE	
COMMENTS		

Additional information:

APPLICATION FEES: The Filing Fee as follows must be attached to this application:

For New homes: **\$1,500** (refund: \$1230 – less any fines) Payable to **Palm Crest HOA**

Exterior Remodels or miscellaneous construction: Review Fee is \$70 (Non-refundable) - (Fencing – No fee)

Deductions for New Home Construction: Review Fee: **\$270**. (Refund: \$1230.00 – less any fines)

Property Owner Signature _____

Contractor Signature _____

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APPLICATION REQUIREMENTS

All homes must be designed by a registered architect, by a member of the Texas or American Institute of Building Design or by a builder or designer certified by the Architectural Review Committee ("ACC"). The following are the requirements to be included in the plans

- G 1. A survey of the lot(s) upon which the improvements are to be constructed showing all adjoining tracts and/or reserves.
- 2. One set of plans to include all four elevations of structure (i.e., home, addition, etc., foundation, and floor plan).
 - a) Elevations - An elevation of each side (4) is required to show exterior materials, floor and slab heights and roof slopes. Draft at an architectural scale (1/4" = 1'-0")
 - b) Floor Plan(s) - (1/4" = 1'0") A floor plan to show the dimensions and location of all rooms, patios, balconies, garages, and structures at each level. Window sizes, electrical, gas and plumbing fixtures must also be shown.
- G 3. One site plan showing placement of home and all other structures with building setbacks, easements and distances of all relevant portions of the structure from building setbacks. Site Plan and driveway - Draft at an architectural scale (1/8" = 1'0"). A site plan to show the dimensions of lot and distance from all structures to lot on all sides and distances between building setback and all structures Site plan must show placement of the home, driveway and all other improvements included in this application or previously approved by the ACC. Indicate all easements, setbacks, slab elevation, driveway location, and curb cuts, walks, decks, A/C unit extensions and fences, existing and proposed. No portion of any improvements will be allowed to be located outside the building setbacks.
- G 4. Specifications - List all specifications relating to piling design, structural framing, quality of exterior materials, colors, textures and shape.
- G 5. Exterior Lighting Plan - If applicable, indicate on the plan location, size & type of lighting to be used. No exterior lighting may be placed to cause a nuisance to a neighboring property. Location and description of exterior and dock lighting must be included with application.
- G 6. Samples of all exterior colors must be attached to the application.
- G 7. Application fee and any outstanding maintenance fees must accompany this application.
- G 8. Completed and signed application. Owner and Builder signature must be on application.
- G 9. Builder deposit made payable to Palm Crest H.O.A.
- G 10. One (1)-builder sign with a size of 24 X 24 is allowed. No other types of signs other than the house numbers will be allowed.
- G 11. Culverts must be installed prior to construction; contact County for required size.
- G 12. Electrical must be installed under ground.
- G 13. Landscaping: Grading of property, planting grass, and landscaping the yard are required.

Property Owner Initial _____

Contractor Signature Initial _____

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Revised August 2008

OWNER/BUILDER AGREEMENT:

1. Owner hereby acknowledges receipt of Architectural Control Standards and hereby **agrees to comply with all terms and conditions** contained therein and obtain all applicable surveys/inspections as specified therein prior to occupancy.
2. Owner hereby **authorizes the Architectural Review Committee or its agents to enter upon and inspect the lot and structure** thereon during regular business hours for the purpose of ascertaining whether said structure is in compliance with the restrictions, the standards and the approved plans and specifications. Neither the Architectural Review Committee nor its agents shall be deemed to have committed a trespass by reason of such entry or inspection.
3. Owner agrees and understands, that the approval of plans and specifications, by the Palm Crest Architectural Control Committee, shall not be relied upon by any person or entity as to sufficiency, suitability, fitness, workmanship or quality of the design and construction of the improvements.
4. **Burning** of brush, trees or construction materials is **NOT allowed** in the subdivision. A water source **MUST** be available at time of construction. Construction dumping is **NOT allowed**. **Each work site is to provide an adequate trash bin container or dumpster 30-40 yard unit on new home construction, construction fencing on side & rear lot lines adjacent to any structures and/or properties with homes and a portable toilet facility prior to construction. Portable toilets must be staked to prevent turning over by high winds.** The work site is to be kept clean. The contractor is to insure all trash and debris is removed from the site before each weekend. Debris must be contained to prevent it from going on other properties.
5. Contractors are **responsible for keeping mud, dirt, etc., off the roadway. Any damage to the frontage or ditch during construction must be repaired to its original contour and shape; right of way must be corrected immediately to its original state with fill dirt, stabilized materials and vegetation to prevent drainage problems and future erosion.** Maintenance of lot and frontage must be kept clean and mowed during construction and access to property is limited to the temporary drive only during construction. Permanent driveway complete at home completion.
6. **All improvement modifications and alterations after application approval require ACC approval.** This covers new construction as well as, but not limited to, additions, fences, decks/porches, storage buildings, pools, miscellaneous structures and change in house colors.
7. **If construction is not completed** after plans have been approved **within six (6) months**, an **extension must be obtained and approved by ACC**, provided no changes have been made to the original design and an approval of an extension will be given. If changes have been made to the original design the Plan Review Application, the Plan Review Application will have to be resubmitted.
8. The **Architectural Review Committee has 30-days** from final submittal of plans and permits to **approve** the plans and authorize commencement of construction. The Committee will make every effort to review plans within fifteen (15) days from final submittal.
9. **All maintenance assessments and any other fees due must be paid in full prior to approval of application.**
10. By signing below, applicant authorizes the Architectural Review Committee or its agent to enter upon and inspect the Lot and structure thereon during regular business hours for the purpose of ascertaining whether said Lot and structure thereon are in compliance with the Restrictions and the approved plans and specifications. Neither the Architectural Review Committee nor its agent shall be deemed to have committed a trespass by reason of such entry or inspection.
11. Owner agrees and understands that approval of plans and specifications by the Architectural Review Committee shall not be relied upon by any person or entity as to the sufficiency, suitability, fitness, workmanship or quality of the design or construction of the improvements.
12. Neither the Architectural Control Committee, Property Owners Association, C.K.M. Property Management, Inc., nor any of their respective members, officers, directors, shareholders, employees, or agents shall be liable because of the approval or non-approval of any improvement.
13. **ALL County/City building permits (if applicable) and ACC Green Association Approval sign MUST be posted on the front of the lot from start of construction until the construction has been completed.**
14. **Error in location causing an encroachment will be the direct responsibility of the property owner.** The builder/owner must satisfy the ACC that improvements are accurately located in accordance with the approved plans and that encroachments are not to occur; without a specific variance having been requested and granted by the Architectural Review Committee. If encroachment occurs without a specific variance having been granted, owner and contractor agree to remove those items.
15. **Failure to comply with the above inspections can result in fines and legal action being brought to require compliance.**

Date: _____

Property Owner: _____

Signature

Contractor: _____

Signature

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Basis of Approval and Inspection Process and Fines

Approval of plans and specifications will be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony with external design, relation of finished grades and elevations to neighboring sites and conformity to both the specific and general intent of the restrictions. All plans will be reviewed in a timely manner and a letter will be sent to the person's name and address on the Plan Review Application. Review the Covenants, Conditions and Restrictions for the lot.

INSPECTIONS OF PROPERTIES UNDER CONSTRUCTION ARE FREQUENT

For new home construction, it is **mandatory** to provide three surveys **1) initial survey of lot, 2) Slab "form" survey and 3) final survey prior** to refund the construction deposit. Other permits or approvals may be required from City, County, or other Governmental entities. It is the responsibility of the owner to obtain all required approvals.

FIRST INSPECTION: Builder: Upon completion of slab form the builder **MUST obtain a "form" survey** from a certified surveyor **prior to slab pour**. Once the survey is completed, the builder will fax the form survey to C.K.M. Property Management at 281-255-3056 for approval **PRIOR** to continued construction.

INSPECTIONS: CKM and/or the Developer perform Inspections as needed. If any noncompliance issue exists the job site shall be "red tagged" to "STOP CONSTRUCTION" and a phone call shall be made to the Builder. **Builder shall have 24 hours (business day) to correct the situation. CKM Inspection: If at the next inspection no change or adequate changes, has occurred the builder shall be notified by certified mail giving ten (10) days to correct the issues, that the builder will be fined and the amount of the fine.** CKM Inspection: If no change, or adequate change, is noted on the 3rd visit, CKM may employ an attorney to enforce these requirements and collect the fine plus costs of \$100 per day.

FINAL INSPECTION: Builder: upon completion of construction, lot grading, planting of grass and landscaping installed, the Builder will obtain a final survey. Once the survey has been completed, the builder will **provide a copy of the final survey to CKM**. The refund of the construction deposit will be issued, less any fines or violations.

ALL SURVEYS ARE REQUIRED - NON-COMPLIANCE SUBJECT TO FINES

For New Home and any structural improvements, an on-site "FORM" survey must be faxed or mailed to C.K.M. at 281.255.3056, to include placement of house and any proposed structures, prior to construction of the structure. NO construction may occur until approval and receipt of survey; submit a "FINAL" survey at the end of construction; SUBJECT TO FINES AND IF NOT SUBMITTED AND APPROVED.

PALM CREST ARCHITECTURAL REVIEW COMMITTEE FINES

Start of construction prior to ARC approval	\$500
Change in approved Construction without approval	\$500
Dirty work site, builder trash, Friday site not cleaned	\$100
No Port-a-potty	\$50/day
No Trash bin / Container (Dumpster)	\$50/day
Trash bin full and trash over flowing	\$50/day
No Construction fence	\$50/day
Construction fence down	\$50/day
Failure to provide "forms" survey	\$100
Failure to provide "final" survey	\$100

Property Owner Signature _____

Contractor Signature _____

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Revised August, 2008

ACC Application Check List

Read the Deed Restriction Covenants

STARTING CONSTRUCTION BEFORE APPROVAL AND NON-COMPLIANCE IS SUBJECT TO FINES

- ___ **ACC Application:** Completed with signature of **owner and contractor/builder**; ALL pages initialed.
- ___ **Ownership verification:** Provide a copy of Warranty Deed and "Top" portion of Closing Settlement Statement required if not recorded at CKM at time of review.

- ___ **APPLICATION DEPOSIT; Required amount due at time of application.**

- ___ **Maintenance fees paid and no open Deed Restriction violations**

- ___ **Site/Plot Plan** to required scale of $\frac{1}{8}'' = 1'$ with dimensions of all structures and setback lines.

- ___ **Survey:** Survey of property submitted with application for all exterior improvements.

- ___ **Architectural drawings,** and elevations drawn to scale of $\frac{1}{4}'' = 1'$. (drawings neat and legible) Square footage stated on plans and application with dimensions of all elevations.

- ___ **Foundation design** plan with dimensions; an allowance for structural eaves and NO encroachments on setback lines. **A "form" survey provided prior to pour of foundation.**

- ___ **Property line dimensions** (front, side, and rear) clearly shown on the drawings; dimensions should reflect "RECORDED PLAT" AND "SURVEY" of the property.

- ___ **Building "setback" lines** (all four) and easements clearly shown on site/plot plan; NO structural encroachments into building setback lines or any other easements.

- ___ **"Footprint"** of each planned improvement(s) including, residence, garage, outbuilding, driveway, culvert, septic system, pools, fences, monuments, etc., on the drawing.

- ___ **Culvert** (s) design shown along with dimensions showing location and overall length. Show culvert diameter and type of end treatment being proposed if any; **Include materials of construction** (concrete, crushed rock, masonry, etc.).

- ___ **Driveway** shown on the site/plot plan. The driveway width and centerline clearly located with dimensions from one of the side property lines. **Driveway materials** listed being proposed are clearly shown.

- ___ **County/City Building Permits; submit copies of Aerobic design and permits if not connecting to the main system,** submitted with application; building permits and original Green Committee card posted on property on/or day before construction starts.

- ___ **Samples** of ALL colors (house, buildings, fences, etc.).

COMMENTS:

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