

PROJECT PLANNING & DESIGN

PREPARE FOR SUBMISSION

SUBMISSION & APPROVAL

CONSTRUCTION

REQUESTOR INFORMATION

Submittal Date

Name of Property Owner(s)

Home / Cell Phone

Work Phone

Email






Permanent Street Address

City, State

ZIP

Francisco Bay Property Street Address

FB POA Phase

FB POA Block

FB POA Lot(s)

PROJECT TYPE, FEES, TIMELINES AND SIZING (EFFECTIVE 9/1/2024)

PROJECT TYPE	INITIAL FEE / TIME	EXT. FEE / TIME	SIZING			
			Living	Garage	Porch/Walk	Total
<input type="checkbox"/> New Home Construction	\$0.50 / Sq. Ft. 365 days to complete	\$0.25 / Sq. Ft. 90 day extension	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Sq. Ft.
<input type="checkbox"/> Existing Home Expansion	\$0.50 / Sq. Ft. 365 days to complete	\$0.25 / Sq. Ft. 90 day extension	<input type="text"/>	<input type="text"/> Sq. Ft.		
<input type="checkbox"/> New Outbuilding	\$0.50 / Sq. Ft. 60 days to complete	\$0.25 / Sq. Ft. 30 day extension	<input type="text"/>	<input type="text"/> Sq. Ft.		
<input type="checkbox"/> Concrete Pours & Hardscape Driveway, Patio, Firepit, Walls, Pools	\$27 / Cu. Yd. \$250 min 90 days to complete	\$13.50 / Cu. Yd. \$125 min 30 day extension	<input type="text"/>	<input type="text"/> Cu. Yd.		
<input type="checkbox"/> Roofing / Exterior Renovation	\$100 60 days to complete	\$50 30 day extension				
<input type="checkbox"/> Lake Retaining Wall	\$100 90 days to complete	\$50 30 day extension				
<input type="checkbox"/> Dock	\$100 120 days to complete	\$50 30 day extension				
<input type="checkbox"/> Fence	\$50 60 days to complete	\$25 30 day extension				

CONTRACTOR INFORMATION

Company Name

Contact Name

Contact Phone

Email

Estimated Construction Start

Estimated Construction Complete

# Days

Contractor Gate Code

ACC REVIEW & APPROVAL

Date of Project Walk Thru

Owner Rep

Builder Rep

ACC Rep

☐

APPROVED

ACC Fee Required

Make check payable to **FBPOA** and  
mail to **PO Box 39, Kerens TX 75144**

Check Received

Check #

☐

DENIED

Reason for denial. Will require correction and resubmission.

Decision Date

ACC Approver

Title

Actual Start Date

# Francisco Bay ACC Letter of Agreement

Whereas the Architectural Control Committee is charged with ensuring subdivision construction will be of high quality so as to enhance the property value within the subdivision, the following is entered into between Francisco Bay POA and the property owner.

## **Acknowledgment of Francisco Bay Subdivision Covenants and CCRs**

This Acknowledgement of Francisco Bay Subdivision Covenants and CCRs and all other applicable dedicatory documents ("the Agreement") are made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ ("Property Owner") and the Francisco Bay Property Owners Association ("FBPOA"). Now therefore, in consideration of the Architectural Control Committee's (ACC) grant of a new construction or remodel permit to the Property Owner and the mutual promises made in this agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, agree to as follows:

1. **Binding Recitals.** The parties agree:
  - a. The binding Covenants, Conditions and Restrictions and any dedicatory documents on file for Francisco Bay, currently applied by the ACC, ("CCRs") are available on the Francisco Bay website (<https://franciscobaypoa.com/>). The Property Owner agrees to abide by the CCRs and applied dedicatory instruments and accepts FBPOA's rights, through the Francisco Bay Architectural Control Committee, to enforce the CCRs.
  - b. The ACC and the Property Owner agree that the Plans are in accordance with the CCRs and upon the execution of this Agreement, the Property Owner will be entitled to build/remodel according to the Plans as submitted to the ACC.
2. **Property Owner's Agreement to Comply with CCRs.** As a condition of the execution of this Agreement by the ACC, the Property Owner here by promises, affirms, and accepts the conditions described below:
  - a. **Conditional Construction.** All construction on Lot \_\_\_\_\_ ("the Lot") is CONDITIONAL on signature and abidance by the Agreement of approval for the Plans submitted to FBPOA.
  - b. **Modification.** Any material change to the Plans shall be submitted in writing to the ACC for approval no later than ten days before its implementation in construction on the Lot . A material change included, but is not limited to: (1) any change to the exterior appearance of the home to be constructed, including the materials designated on the plans; (2) any change greater than 5% of the square footage of the home; (3) any change to the location of the house upon the lot of more than 3' in any direction and any change in location or size of the drainage to the roadway or a neighbor's property.

## Francisco Bay ACC Letter of Agreement

- c. **Inspection.** The ACC shall have the right to inspect the construction on the Lot without notice and at any reasonable time to determine compliance with the Plans and the CCRs. Compliance shall be at the sole determination of the ACC. The inspection by the ACC will be solely for the benefit of FBPOA to determine compliance with the Plans. FBPOA nor ACC assumes any responsibility for the quality of the construction or determining whether the construction is in compliance with the Southern Building Code or any other law, regulation or ordinance.
  - d. **Stop Construction.** If the ACC determines through inspection that the construction on the Lot is not in compliance, the Property Owner shall immediately stop construction up receipt of a certified Notice of Non-compliance ("the Notice") until such time that the Lot is back in compliance or FBPOA withdraws the Notice. The Notice shall inform the Property Owner precisely why the construction is out of compliance with the Plans and the CCRs. Compliance shall be determined solely through inspection by the ACC. If the Property Owner requests a change to the Plans, the ACC shall conduct a review of the proposed changes in the Plans with seven days after any request from the Property Owner and either certifies the changes as compliant or states in details why such requested changes do not comply with the CCRs.
  - e. **Injunction.** At the discretion and determination of FBPOA, and with legal notification pursuant to Texas Property Code (TPC) sec. 209.006, FBPOA shall have the right, if the Property Owner refuses to halt construction after receiving said Notice, to seek and receive an injunction from the Navarro County District Court to stop construction pending the outcome of a Hearing before FBPOA Board pursuant to TPC 209.007 Alternative Dispute Resolution. The injunction will remain in effect until the completion of the Hearing and an agreement is reached or until FBPOA determines that construction on the Lot is brought into compliance. FBPOA's right to file for and receive an injunction pending outcome of arbitration shall be absolute and irrespective of proof of harm, availability of other remedies or balance of hardships between the parties.
  - f. **Arbitration Clause.** The Property Owner and FBPOA shall submit any unresolved dispute arising from this Agreement to final and binding arbitration before a single arbitrator under the rules of the American Arbitration Association ("AAA"). If any dispute is submitted for arbitration, all construction on the Lot shall be stopped immediately upon notice of said dispute and until resolution of said dispute. The arbitrator shall be selected by agreement of FBPOA and the Property Owner or if they cannot agree, by the AAA. The costs of the arbitration shall be borne by the losing party.
3. **Entirety of the Agreement.** This Agreement is the entire agreement between the parties and shall not be modified or amended except by a written document signed by the party against whom enforcement is sought. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated into this Agreement.

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4. **Effect of Partial Invalidity.** The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
5. **Governing Law.** This Agreement shall be governed by Texas law.
6. **Other Provisions.** The Agreement and all of its terms and provisions shall inure to the benefit of, and shall be binding upon the heirs, legal representatives, successors and assigns of the Property Owner and FBPOA.
7. **Signatures.** By initialing each section and signing this Agreement, both parties agree to abide by all the terms and limitations included herein as of the day and year first above written.

Date: \_\_\_\_\_

Francisco Bay Property Owners Association  
Architectural Control Committee

The Property Owner

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_