

The Polo Club at Rooster Springs

New Home Construction

Please print clearly.

Legal description: Section: _____ Lot: _____ Lot Address: _____

Owner Name: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Contractor's Company Name: _____

Contractor's Name: _____

Contractor's Address: _____

Contractor's Phone Number: _____

Contractor's Email Address: _____

Instructions:

1. Owner and/or Contractor are to complete and sign this application.
2. Attach a copy of your property survey drawn to scale, showing boundary lines, building lines, easements, and the location of all proposed buildings and hard surfaces. The lot survey stakes must be in place throughout the construction process.
3. Attach a complete set of Blueprints, drawn to scale, including elevations.
4. Provide the following information:

Total Living Area (excluding porches & garages): _____ sq. ft.

• First Floor: _____ sq. ft. Second Floor: _____ sq. ft.

• Exterior: _____ color: _____ % _____

○ Brick: _____ color: _____ % _____

○ Other: _____ color: _____ % _____

• Trim & Shutter Material: _____ color: _____

• Roof Material: _____ color: _____ % _____

• Window Manufacturer: _____ Style: _____

Garage: Number of Stalls: _____ Attached: _____ Detached: _____

5. Provide samples of all the above colors.
6. Attach and sign the Refundable Compliance Deposit for New Home Construction. Make deposit check of \$5000 to Polo Club HOA.

The Polo Club at Rooster Springs

OWNER(S) AND/OR CONTRACTOR CERTIFIES THAT

1. The owner(s) and/or contractor acknowledge they have received copies of the applicable Declaration of Covenants, Conditions and Restrictions for The Polo Club at Rooster Springs ("CC&R's") and the Polo Club at Rooster Springs Architectural Committee (the "AC") Rules, have read and understand them and agree that all construction activities and improvements will conform to these documents.
2. The improvements will be completed in accordance with the approved application.
3. The improvements will not affect existing surface water flows at the lot boundaries.
4. The members of the AC have my permission to enter the property.
5. The owner(s) agree that they are ultimately responsible for the compliance of their contractor with the CC&R's, the AC Rules and the application, as approved by the AC, and will enforce their compliance of them.
6. If CC&R, AC Rules or application violations occur during construction, the violation will be corrected within 5 working days after receipt of written notice to either the owner(s) or the contractor, unless, in the sole and absolute discretion of the AC, the violation is so serious that an immediate Stop Work Order is necessary. Owner(s) agree that written notice to the contractor is constructive notice to the owner(s). If no immediate Stop Work Order is entered and the violation is not corrected within five (5) working days of notice, the Architectural Committee may, at its sole option, either (i) issue a Stop Work Order and stop the construction until the violation is corrected, or (ii) assess a fine not to exceed 1% of the value of the construction. Any fine not paid to the Polo Club HOA by the time construction is completed may be deducted from the Compliance Deposit. A notice of violation, fine or Stop Work Order may be appealed by the owner(s) and/or contractor directly to the Polo Club HOA Board of Directors ("Board") within five (5) days of notice, provided that in the case of a Stop Work Order, construction may not continue until such time as the Board decides the appeal. In the event of a Stop Work Order, the Board shall issue a decision within seven (7) days; otherwise the Board will issue a decision within ten (10) days of receipt of an appeal.
7. The owner(s) and/or contractor acknowledge that they have read the entire application, have had sufficient opportunity to confer with their independent counsel, and acknowledge that they understand their obligations under this application and certify that all statements herein and in their plans are correct, complete and final.

HOLD HARMLESS

Owner(s) and/or contractor understand that the Polo Club Architectural Committee does not review plans for compliance with applicable laws or codes, and that it is the duty of the owner(s), agent of the owner(s) and the owner's contractors or consultants to design and construct the proposed improvements according to applicable laws, codes and sound practices. Owner(s) and/or contractor hereby release and agree to hold the Polo Club at Rooster Springs Homeowners Association, the Architectural Committee, and their directors, officers, members and agents harmless from any cost or liability arising out of the review or approval of plans for the proposed improvements or their good faith enforcement of the obligations of owner(s) and/or contractor.

I understand that construction is not to begin until approval has been received from the Architectural Control Committee.

Owner Signature: _____ Today's Date: _____

Owner Signature: _____ Today's Date: _____

Contractor Signature: _____ Today's Date: _____

Agent of Owner Signature: _____ Today's Date: _____

**I certify that I am signing this form with the authority of and as agent for the owner*

The Polo Club at Rooster Springs

COMPLIANCE DEPOSIT AGREEMENT

_____ ("Owner/Contractor") does hereby deposit with the Polo Club at Rooster Springs Homeowners Association ("Association"), the sum of \$5000, hereinafter called the "Compliance Deposit", and agrees to the following terms and conditions.

1. The Compliance Deposit shall be held as security against any damage caused to the Association's common areas, streets, or Owner's Lots and all improvements, structures, landscaping and personal property attached thereto or located thereon; which damage is caused by the act and/or omissions of the Owner, his or her general contractor and/or any employee, agent, or subcontractor of the Owner or general contractor in connection with construction of improvements on the Owner's Lot.
2. Upon the occurrence of such damage, the Board of Directors of the Association ("Board"), from time to time and without prejudice to any other remedy, may use the Compliance Deposit to the extent necessary to repair such damage or to pay to the injured party the cost of such damage. It is expressly understood that the use of any or all of the Compliance Deposit shall not be considered a measure of the damage nor release the Owner from paying additional amounts if the total damage exceeds \$5000.
3. The Board must approve any expenditure from the Compliance Deposit and provide notice of the proposed expenditure to the Owner/Contractor.
4. In the event of a proposed expenditure of the Compliance Deposit, the Board's decision may be contested, in writing, within ten days of the decision. A hearing on such an appeal will be held during the next regularly scheduled meeting of the Board.
5. The Architectural Committee of the Association, the Association or their members, representatives or agents shall not be liable to the Owner/Contractor or to any other person for any loss, damage, or injury arising out of the payment or nonpayment of the Compliance Deposit funds unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Association.
6. It is the Owner/Builder's responsibility to carry necessary hazard and liability insurance.
7. It is the Owner/Contractor's responsibility to arrange and pay for three (3) inspections and to provide a copy of the applicable inspection report promptly to the Architectural Committee. The purpose of the inspections is to verify that the proposed construction complies with the approved submission of the Owner/Contractor and the Polo Club HOA CC&R's.
 - (a) After the foundation has been formed but before any concrete is poured, an inspection must be held principally to verify that the location of the improvements complies with the plans as approved by the AC and also is in compliance with the Polo Club CC&R's.
 - (b) Once the framing is complete and before any further work is done, an inspection must be held principally to verify the improvements being constructed and the materials being used are according to the plans as approved by the AC and also are in compliance with the CC&R's.

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- (c) Once the exterior construction is complete, an inspection must be held principally to verify that the construction and the materials used are in compliance with the plans as approved by the AC and also are in compliance with the CC&R's.

Inspection reports for each inspection must be submitted to the AC before any further substantive work on the improvements is undertaken. Failure to timely submit an inspection report or the submission of a report setting out deviations from the AC approved plans or the CC&R's, other than insignificant matters, shall be sufficient grounds for an immediate stop work order by the AC until the deviations are resolved. The Owner/Contractor shall engage an inspector and arrange for such inspections. However, upon request, the AC will provide the name or names of contractors approved for such inspections, in which case the Owner/Contractor agrees that the Polo Club HOA, the AC or any of their directors, members, representatives or agents shall be liable for any act or omission of any such inspector.

8. No interest shall be paid on the Compliance Deposit.
9. The Compliance Deposit, or any balance thereof, will be refunded upon the successful completion of inspections by the Architectural Committee of the Association and a third-party inspector. This includes complete site clean-up and installation of Landscaping per plan and as approved by the Architectural Committee.

Owner Name (printed): _____

Signature: _____ Date _____

Contractor Name (printed): _____

Signature: _____ Date _____

Lot Block Lot Address: _____

Return this form and the deposit check to the address below:

Polo Club at Rooster Springs HOA

P.O. Box 92649

Austin, Texas 78709

512-288-2376

greg@camanagers.com