

## VENETIAN ESTATES PROPERTY OWNERS ASSOCIATION

### APPLICATION FOR NEW HOME CONSTRUCTION, HOME ADDITIONS, REMODELS AND POOLS

In an effort to provide for and to protect each individual Lot Owner’s rights and values, it is required that any Lot Owner or group of Lot Owners considering new construction, exterior improvements and/or any external changes to their deed property submit an **APPLICATION FOR NEW HOME CONSTRUCTION, HOME ADDITIONS, REMODELS AND POOLS** for Architectural Control Committee approval. It is important to include as part of your submittal a signed copy of the **Builder’s Deposit Agreement and Procedures and Rules for New Construction, Home Additions, Remodels and Pools Agreement** (attached hereto). **Two (2) copies** of all forms and other required documents listed below with initials/signatures as indicated on the forms must be submitted in their entirety to:

Submit to:           VENETIAN ESTATES PROPERTY OWNERS ASSOCIATION  
                              c/o MASC Austin Properties, Inc.  
                              945 Eldridge Road, Sugar Land, TX 77478  
                              Phone: (713) 776-1771  
                              Fax: (713) 776-1777

Every effort is made to provide a timely response to applicants. In most cases the ACC will respond within 30 days of receipt of application. Please note that if any of the requested documents are missing or additional information has been requested, the application process will be delayed accordingly. The ACC will not respond to verbal requests for approval or preliminary reviews. Please allow enough time to complete the approval process prior to commencement of your construction project. If changes are made without approval, the Committee reserves the right to stop construction and ask Lot Owner to remove or modify any improvements.

SUBMISSION DATE \_\_\_\_\_

LOT OWNER NAME(S) \_\_\_\_\_

SUBJECT ADDRESS \_\_\_\_\_

SECTION/LOT/BLOCK \_\_\_\_\_

OWNER’S MAILING ADDRESS \_\_\_\_\_

HOME PH: \_\_\_\_\_ WORK PH: \_\_\_\_\_ CELL PH \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

BUILDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

OFFICE PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

PROJECT:	Swimming Pool	[ ]
	Improvements or Additions to Existing Building	[ ]
	New Home Construction	[ ]
	New Home Construction with Swimming Pool	[ ]



# VENETIAN ESTATES PROPERTY OWNERS ASSOCIATION

## BUILDER'S DEPOSIT AGREEMENT AND PROCEDURES AND RULES FOR NEW CONSTRUCTION, HOME ADDITIONS, REMODELS AND POOLS

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**Venetian Estates Property Owners Association (“VEPOA”) requires an Builder’s Deposit, a portion of which is non-refundable, for (a) the Construction of a new home, (b) construction that results in a change in the footprint of an existing building, (c) construction that creates additional living or storage area above an existing building and (d) the construction of a swimming pool. The execution of this Builder’s Deposit Agreement (“Agreement”) by Builder and Owner is a condition of the approval of the plans for such a project and Builder’s and Owner’s signature designates their acceptance to be bound by the terms and conditions contained herein. Under no circumstances shall any construction be commenced prior to the approval of the Plans, execution of this Agreement by Builder and Owner, and the payment of the Builder’s Deposit.**

### A. **OVERVIEW**

Venetian Estates Deed Restrictions and Architectural Requirements contribute to maintaining the residential character and property values of our neighborhood. The Architectural Control Committee (ACC) and Board of Directors are charged with enforcing these restrictions and requirements.

ACC written approval is required prior to construction projects in Venetian Estates to ensure compliance of proposed improvements with the current Deed Restrictions and Architectural Requirements. These Architectural Requirements provide information relevant to exterior materials to be used, color, type and grade, as well as size, height and location of improvements. No improvements or construction of any type shall begin until plans and specifications have been submitted and approved in writing by Venetian Estates Architectural Control Committee.

Plans are processed as they are received and it normally takes up to 45 days to process and approve plans once they are received in their entirety as listed in the Application for New Construction. Plans are reviewed and approved by a majority vote of ACC members.

### B. **APPLICATION PROCEDURE, DEPOSIT AND FEE AGREEMENT**

*Application forms and the associated rules and regulations are published on the Venetian Estates website ([venetianestates.org](http://venetianestates.org)) or may be obtained in person from the VEPOA’s management company, MASC Austin Properties Inc. (713)776-1771 at 945 Eldridge.*

1. **Copies:** Two (2) copies of the Plans and other required documents must be submitted with the application as per the latest version of the Application Form. One set of plans will not be returned and shall remain the property of the ACC. Builder and Owner may request the return of the 2<sup>nd</sup> copy.

2. **Builder and Owner Covenants:** Builder and Owner agree to complete this Project timely in accordance with the Plans and this Agreement. Notwithstanding the approval of the Plans, Builder and Owner also agree to complete this Project in accordance with the Procedures, Rules and Guidelines further defined below. It is Builder’s responsibility to notify VEPOA promptly of any conflict between the Plans and Specifications and the following Procedures, Rules and Guidelines “Guidelines” upon determining the existence of a conflict and to refrain from completing the Project until the conflict is resolved to the satisfaction of VEPOA.
3. **Fees & Deposit Amounts:** A check in the amount of the current applicable application fee and deposit, made payable to “Venetian Estates Property Owners Association” shall be submitted with the application. The fee and deposit structure for the project(s) are as follows:

<b><u>Project Type:</u></b>	<b><u>Total Fee and Deposit</u></b>	<b><u>Nonrefundable Portion</u></b>
New home construction	<b>\$ 3,000</b>	\$ 500
New home construction with swimming pool	<b>\$ 3,500</b>	\$ 600
Addition to existing building or improvement	<b>\$ 1,000</b>	\$ 200
Swimming pool	<b>\$ 500</b>	\$ 100

4. **Fee & Deposit Agreement:** VEPOA will review the Plans submitted by Builder and Owner. If the Plans are in compliance with the Deed Restrictions and Guidelines, VEPOA will approve the plans (“Plans”) and, subject to the receipt of the Deposit, as addressed in paragraph 3 above, authorizes Builder and Owner to proceed with this project (“Project”). Builder and Owner agree to submit to VEPOA, upon execution of this Agreement, a check in the amount of the Total Fee and Deposit as indicated above.
  - a) **Non-Refundable Portion of the Deposit:** Builder and Owner acknowledge that a portion of the Deposit is non-refundable. The non-refundable portion of the Deposit is the sum indicated above in paragraph 3. This portion of the Total Fee and Deposit shall be retained by VEPOA to offset architectural reviews, administrative costs associated with this Agreement and costs associated with periodically monitoring the progress of the Project.
  - b) **Refundable Portion of the Deposit:** The balance of Deposit, after deducting the non-refundable portion referenced in paragraph 3 above, shall be reserved to assure compliance with this Agreement and the Guidelines. Builder and Owner acknowledge that the Guidelines include rules and regulations relating to construction, maintenance and repairs including, by way of example and not in limitation, employee/subcontractor vehicle parking, starting and ending times for construction work, and maintenance of the construction site. All or any portion of the Deposit may be forfeited by Builder and Owner for violations of this Agreement or other violations of the Guidelines addressed herein. A violation of any rule or regulation set forth in the Guidelines may result in a written notice to Builder and Owner. Any violation of the same rule or regulation after written notice is given to Builder and Owner may result in the VEPOA ACC completing any necessary repairs or remediation required and/or the forfeiture of a portion of the Deposit per Schedule A – Forfeiture Schedule attached to this Agreement, at VEPOA ACC’s sole discretion. If VEPOA ACC completes the repairs or remediation specified in the Notice of Violation or Item of Non-Compliance it will deduct the cost of same plus an additional processing and handling fee. The VEPOA will furnish a copy of

the paid invoice to the depositor after VEPOA receives a notice of completion from the Builder or Owner. VEPOA may also, at its sole discretion, elect to assess a forfeiture for violations and items of non-compliance that remain unaddressed after notice. A schedule of the forfeitures for these types of violations is set forth at the end of this Agreement and is titled Schedule A – Forfeiture Schedule.

- c) Notice: Notice of violations and items of non-compliance shall be provided to Builder and Owner by email to the email addresses specified at the end of this Agreement. The date of notice shall be the computer time/date stamp sent by MASC Austin Properties. Builder and Owner are responsible for checking their email and shall have 5 business days from notice to correct, repair or remediate the violation or item of non-compliance indicated.
- d) Additional Deposit: If, as the result of a deduction, forfeiture or series of forfeitures for violations or non-compliance, and prior to the completion of the Project, the otherwise refundable portion of the Deposit decreases to an amount less than \$500 in the case of new home construction (with or without a swimming pool) or \$300 in the case of an addition or a swimming pool, Builder and Owner agree to pay to the VEPOA by cash or check in an amount necessary to replenish the Deposit to the original amount (the "Additional Deposit"). Any Additional Deposit required to be made by Builder and Owner shall be submitted to VEPOA within three (3) business days of the date of receipt of notice from VEPOA that the balance is due.
- e) Interest: No interest on the Deposit shall be paid to Builder and Owner.
- f) Cessation of Construction: With the 6<sup>th</sup> Notice of Violation, the ACC shall also issue to Builder and Owner a Notice to Cease Construction and Builder and Owner upon receipt of same shall cease construction and prepare a written plan to minimize and eliminate future violations of the Guidelines. Once prepared, the plan will be submitted to the ACC and the parties shall meet to discuss and agree on the plan going forward. Once the parties agree that the plan is adequate and has been fully implemented, Builder and Owner may resume construction. Builder and Owner's time and schedule for completion shall continue to toll during this delay and no extensions of time shall be granted as a result.
- g) Reservation of Rights: Builder and Owner acknowledge that the Deposit, less the non-refundable portion referenced above, is required to be paid in an effort to assure compliance with the provisions of this Agreement and the Guidelines, but that the forfeiture of all or any portion of the Deposit shall be in addition to, and not in lieu of, all other remedies available to VEPOA for violations of this Agreement or the Guidelines. VEPOA expressly reserves all remedies for non-compliance with the provisions of this Agreement and the Guidelines, and whether or not all or any portion of the Deposit is forfeited.

## **C. CONSTRUCTION PROCEDURES**

1. Notice to Neighbors: Prior to any activity, notice shall be provided by Builder or Owner to adjacent property owners including those across the street or directly across the lake.
2. Topographic Survey: Prior to the commencement of any construction, a topographic survey

of the lot stamped by a Texas licensed professional surveyor must be submitted confirming the “natural ground level” for the lot.

3. Foundations: A foundation form survey stamped by a licensed Texas professional surveyor must be submitted three (3) days prior to a concrete pour. Only surveys confirming the placement of the pour with the approved Plans will be accepted. Forms not in compliance shall be modified to meet compliance prior to any pour.
4. Building Height: Builder and Owner shall comply with the Venetian Estates Deed Restrictions regarding building height. All measurements shall be from natural ground level as determined by the topographic survey. The height limitations for Venetian Estates are 38’ maximum above natural grade for roof lines and 42’ maximum above natural grade for chimneys. Upon completion of roof framing, a height certification by a licensed Texas professional surveyor may be requested by the ACC to verify compliance with the applicable height limitations. Structures not in height compliance shall be modified to meet compliance prior to proceeding with further construction.
5. Drainage: An engineered drainage plan stamped by a licensed Texas professional engineer and approved by the City of Sugar Land is required as part of the application. Natural drainage is to the lake, but construction of newer homes to current city, state and federal regulations must also consider drainage to adjacent properties and associated older construction. City code prohibits the drainage of storm water to neighboring and adjacent properties. Additional consideration must be given to avoid drainage to the street in sections I and II of Venetian Estates as no storm sewer drainage exists. To accomplish this, additional drains such as “French Drains” or comparable drainage, may be required. Specifications, materials to be used as well as drain type and location must be noted on the plans. A copy of the Drainage Plan shall be kept on site in the inspection box at all times. Sediment barriers should also be used to minimize sediment from entering the lake.

#### **D. GENERAL CONSTRUCTION RULES**

The following general construction rules and regulations, plus any applicable additional or supplemental rules and regulations adopted from time to time shall be adhered to.

1. Supervision: Builder and Owner or their designated contractors shall provide supervision at the respective construction site to assure compliance.
2. Work Hours: Work hours shall be 7:00 AM to 8:00 PM or as natural light allows for outside work, Monday through Saturday. Work on public holidays is strongly discouraged.
3. Parking: Parking of vehicles is limited to one side of the street. No vehicles will be parked so as to block other property owner’s driveways or their mail boxes, allowing enough room for access to the driveways and for mail delivery.
4. Portable toilets: Portable toilets must be screened or enclosed from view of the street and adjacent properties to the extent possible. They will be placed as far from the street as possible while allowing reasonable servicing requirements. Portable toilets will be kept neat and clean and serviced routinely.

5. Trash and Construction Debris: No trash or construction debris shall be left so as to be prone to be windblown. All trash and construction debris shall be removed weekly at a minimum. Storm sewers will not be used to dispose of any trash or chemicals, and absolutely no trash or waste water shall be allowed to enter the lake.
6. Temporary Fencing: Temporary fencing to prevent debris from entering or blowing into the lake is required along lakeside property boundaries. Temporary fencing that prevents debris from entering the street or neighboring yards is encouraged.
7. Streets: The street shall be kept clean of mud and debris. No building materials, trucks or equipment shall be left near or on the street.
8. Trees: Desirable trees shall be protected from harm with protection barriers.
9. Signage: The builder/contractor shall post a sign on site and visible from the road, no larger than twenty inches by twenty inches, with Builder's name and address and a statement "In Case of Emergency Please Call ###-###-####" (i.e. the Builder's 24 hour phone number). No other signage or other promotional identification of any architect, contractor, lender or others shall be allowed on any site.

#### **E. GENERAL GUIDELINES**

The following general guidelines are a very brief overview and not to be considered a complete listing of all the Deed Restrictions and Architectural Control Requirements. It is the applicant's responsibility to familiarize oneself with the Deed Restrictions and Architectural Control Requirements published on VEPOA's website.

1. Setbacks: Compliance with all setbacks as set forth in the Deed Restrictions and Requirements and as shown on the survey plat, shall be adhered to. Variances are rarely granted.
2. Exterior Building Materials: Exterior building materials on a ground floor must be a minimum 70% masonry. Masonry, for this purpose, includes brick, stone, stone veneer and stucco finish. Siding, wood or Hardi-plank type materials are not considered masonry. Sample exterior materials must be submitted to the ACC for approval. A sample of the exterior building materials (or photo) must be submitted along with the application, or at the least, prior to installation giving the ACC time to approve or disapprove of the materials.
3. Exterior Colors: Exterior colors must be harmonious with the existing homes and earth tone in color. Sample exterior colors must be submitted to the ACC for approval. Color samples or paint swatches must be submitted with the application or, at the least, 5 days prior to installation giving the ACC time to approve or disapprove.
4. Roofing Material: Roofing materials must be compatible with the dwelling. Shingles must be slate, tile or composition asphalt shingle and must be architectural grade with a minimum 30 year warranty, unless an alternative roofing material is approved in writing by the ACC prior to construction. Sample roofing materials (or photo) must be submitted to the ACC for approval. The sample of roofing materials must be submitted with the application or, at the least, prior to installation giving the ACC time to approve or disapprove.
5. Exterior Lighting: External flood lighting attached to the dwelling must be directed

downward and shielded so as not to illuminate adjacent properties or create a hot glare spot on the water visible to neighbors. High wattage, commercial/industrial fixtures, halogen and sodium vapor lights are prohibited. Other external lighting including landscape lighting will be allowed that is shielded, does not illuminate adjacent properties and does not create a hot glare spot visible to neighbors.

6. Accessory Buildings: Detached accessory buildings, gazebos, summer kitchens and similar structures are not allowed. All additional structures to the main dwelling must be attached to the main dwelling and architecturally similar in design, materials and colors to the main dwelling.
7. Fences: Fences along property lines and within the building set-back lines may not exceed 6 feet in height and may be constructed of wood, masonry or iron or as otherwise described in the guidelines. Fence design, color and materials must be submitted to the ACC for approval along with a drawing showing the fence location and property lines. No fence will be constructed between the front building line and the street. Fences nearer than forty feet of water frontage shall not exceed 4 feet in height and must be of a see-through type such as wrought iron. Fences along water frontage are discouraged and if erected must be of minimal height.
8. Landscaping: Builder and Owner agree that the property will be landscaped in compliance with the Deed Restrictions and local code at or near the completion of the Project. The refundable portion of the Deposit will not be returned to the depositor until the Builder and Owner have installed landscaping which fully conforms to the Architectural Control Requirements published on the VEPOA website.

**F. FORFEITURE AND PENALTIES SCHEDULE**

1. Penalties for Failure to Obtain Approval and/or Deviations From Approved Plans:

*Constructing improvements in a location different from what was approved or constructing improvements not previously approved:*

Where no Encroachment on Building Lines Occurs	\$500 each occurrence
<i>Note: The improvement must also be approved</i>	

Where Encroachment Occurs (including height viol.)	\$1,000 each occurrence
<i>Note: The encroachment must also be corrected</i>	

Failure to complete construction on time without prior written approval from ACC	\$200 for each additional month
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2. Penalties for Failure to Follow Guidelines:

*One written warning will be given for failure to follow the Guidelines. After the first warning is received, Builder/Owner will forfeit an amount equal to \$100 for the second violation, \$200 for the third violation, \$300 for the fourth violation, increasing by \$100 for each subsequent violation for each written notice sent for failure to observe the specific rules and regulations listed below:*

- Failure to observe starting and ending times for construction work.
- Failure to observe stipulated parking requirement for employees and/or subcontractors.



- Failure to maintain clean work site, which includes keeping grass and weeds cut.
- Failure to keep streets clean from mud and debris from construction site.
- Failure to service portable toilet facility and to locate it in a prescribed location.
- Failure to screen portable toilet facility.
- Failure to maintain debris protection fence and required signage

3. VEPOA Action Required:

*Builder and Owner shall have 5 business days after a Notice of Violation has formally been issued by the ACC to bring the property into compliance. In the event that the Builder and Owner fail to comply, the ACC will issue a 2<sup>nd</sup> notice. If the property is not brought into compliance within 3 days of issuance of the 2<sup>nd</sup> notice, the ACC may elect to remediate the problem or complete the repairs and deduct the cost to do so plus an additional handling fee from the Builder's Deposit. The VEPOA will furnish a copy of the paid invoice to the depositor after the end of the project when deposit is not refunded in full.*

**H. ACCEPTANCE**

**Contact information and Signatures for the Builder and Owner are required below. The contact information listed below will be used as the means of contact for any notifications regarding violations of the Agreement or items of non-compliance. Your signature below indicates agreement to be bound by the terms in this Agreement, the Guidelines contained herein, the Architectural Control Requirements published on the VEPOA website and the Deed Restrictions published on the VEPOA website for your Section.**

**BUILDER:**

\_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, Zip: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

**OWNER(S):**

\_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, Zip: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_