**BAYOU WOODS-OAK HILL ASSOCIATION OF PROPERTY OWNERS, INC.

APPLICATION FOR ARCHITECTURAL CONTROL
COMMITTEE (ACC) APPROVAL**

The undersigned, being the owners of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) (“Owner”) hereby apply to the Bayou Woods-Oak Hill Association of Property Owners, Inc. (“Association”) for approval for construction of the improvements described on the attached or otherwise submitted plans and/or specifications prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Architect).

The Owner, together with Owner’s Architect and Builder represent and certify to the Association: (i) that they have obtained and read all applicable restrictions of record (including the plat) that impact Owner’s lot together with the Association fence guidelines and all Association policies, and (ii) the construction of the proposed improvements will fully comply with all applicable restrictions, guidelines and Association policies effective during any period of construction.

The restrictions include but are not limited to set back lines, fence limitations, height restrictions, colors and other matters of record. The Association is comprised of several sections and each section’s restrictions vary.

Owner hereby encloses a $750 non-refundable application fee to the Association for the ACC to review the attached plans. Owner must adhere to all requirements of record for the lot regardless of obtaining approval of the ACC. Any approval or partial approval from the ACC will remain valid for six (6) months, or until construction has begun, which ever period is shorter. If construction has not commenced within six (6) months from the approval of the ACC then such approval automatically expires and will be no longer valid following the expiration of that six (6) month period.

Additionally, Owner hereby encloses a construction fee of $2,250 to the Association. The purpose of this fee is to encourage the Owner’s Builder to repair all resulting damage to any nearby property, to maintain a clean work site, and to avoid litter and unwanted deposits of debris, building materials, mud, oil, chemicals and trash on or near the streets and/or nearby properties. If the Owner’s Builder and all other construction and landscaping personnel abide by the forgoing and promptly repair all such damage, and only in that event, part or all of the construction fee may, upon request, be returned in the unlimited discretion of the Association after the Association’s next quarterly meeting.

The Association’s remedies include all actions at law including obtaining injunctive relief, together with receiving all costs incurred, including reasonable attorney fees.

Owner’s Builder and Architect join in the execution hereof acknowledging their familiarity with all documents impacting the design and construction of structures and the Association’s requirements.

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| **Owner(s)****by:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Printed Name****by:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Printed Name** | **Architect****by:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Printed Name** | **Builder****by:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Printed Name** |