

## **AGREEMENT FOR CONSTRUCTION OR ALTERATION OF IMPROVEMENTS IN HULEN MEADOWS SUBDIVISIONS**

THIS AGREEMENT is made and entered into as of the date of the last signature hereto by and between the Architectural Control Committee of The Hulen Meadows Water Company and Owners Association, Inc. (ACC) and the undersigned owner of a residential lot in the Hulen Meadows Subdivisions ("Owner").

1. Owner certifies he has read the Amended Declaration of Covenants, Conditions, and Restrictions for the Hulen Meadows Subdivision in which Owner's lot is situate, including all exhibits, and the ACC Rules (the "Hulen Meadows Restrictions") pertaining to construction or alteration of improvements in the Hulen Meadows Subdivisions, that he fully understands the requirements of his design review approval from ACC, and that he agrees to abide by such requirements.
2. Owner certifies that he has notified by certified mail all neighbors within a 300 foot radius of all lot lines at least 30 days prior to submitting his application for review to the ACC, and that such notice contains a description of the Owner's construction or alteration plans. Owner certifies that copies of all notices and the names and addresses of such neighbors to whom notice was given have been filed with the ACC at the time of submitting Owner's application for review.
3. Owner expressly authorizes representatives of the ACC and Hulen Meadows Board of Directors including (architects, engineers, surveyors and construction compliance professionals) to enter Owner's lot for the purposes of inspecting the constructions, and Owner understands that all inspections and/or operations required to be performed by persons other than ACC personnel shall be at the sole expense of the Owner.
4. Owner understands that any prospective change or deviation in the building site, or any portion of the improvements from the plans approved by ACC must be resubmitted to ACC for approval prior to such change being made and that an additional fee may be required. The submittal must include the required grade and location certificate by an Idaho licensed surveyor. Owner further understands that any deviations from approved plans in actual construction may result in an order for an immediate halt in construction and a restoration of the property and/or improvements to its original condition or to a condition in conformance with the approved plans.
5. Owner understands that it is the responsibility of the Owner to bear the cost of any corrections required by ACC because of the failure of the Owner to follow the plans as approved by ACC. Owner further understands that deviation from the approved plans is a violation of The Hulen Meadows Restrictions which may result in penalties more fully defined in said Hulen Meadows Restrictions, and that all unapproved construction must be brought into conformance with the approved plans.

6. Owner understands that all construction activities required to complete the work in accordance with approved plans shall be confined to the boundaries of the subject property and that Owner assumes responsibility for any and all damage to adjacent properties caused by Owner, contractor, subcontractor, or any persons connected in any fashion with work being done pursuant to the approved plans.
7. Owner understands that approval for starting new construction or alteration of existing structures within The Hulen Meadows Subdivisions is valid for 180 days from the time plans are approved, subject to one additional 180 day extension at the sole discretion of the Hulen Meadows Board of Directions upon proof of exigent circumstances preventing the start of construction within the first 180 days. If construction has not begun in that time, plans must be resubmitted to ACC for approval and an additional fee may be required.
8. Owner understands that all work delineated on ACC approved plans must be completed within eighteen (18) months after commencing construction, subject to one additional six (6) month extension at the sole discretion of the Hulen Meadows Board of Directors upon proof of exigent circumstances preventing the completion of construction within the first eighteen (18) months. Failure to complete the project within the required time is a violation of The Hulen Meadows Restrictions and may result in the Hulen Meadows Board of Directors having the improvement completed in accordance with the approved plans, removing the improvement and/or obtaining injunctive relief to require compliance or prevent non-compliance, with all expenses incurred to be reimbursed to Hulen Meadows, first through application of the Compliance Deposit made by Owner and the balance, if any, to be paid directly by the Owner. Owner shall give the ACC written notice at least 30 days prior to the expected completion date of construction, and shall allow the ACC and its representatives access to the construction site during such period to determine that the construction complied with the approved plans.
9. Prior to the start of any construction, landscaping, site clearing, or activity of any kind, other than surveying and staking on any Hulen Meadows property, this Agreement must be completed, signed by all Owners of the property and returned to the ACC together with all applications, fees and Compliance Deposit.
10. ACC agrees to refund to Owner within 60 days following the final inspection of Owner's completed construction or alteration by the ACC's construction compliance professional representative all remaining funds in the Compliance Deposit, so long as Owner has fully complied with the ACC's design review requirements, the Hulen Meadows Restrictions, and the covenants in this Agreement. Owner authorizes the ACC and Hulen Meadows Board of Directors to use the Compliance Deposit funds to insure Owner's compliance with the design review requirements, the Hulen Meadows Restrictions, and the covenants in this Agreement.

Homeowner is responsible for getting approval for any exterior and landscape changes during construction. Homeowner is responsible to inform ACC when the project is complete, including a Certificate of Occupancy and landscaping. ACC will arrange for inspection as soon as feasible. If it is winter, the sign-off may have to wait until spring due to snow coverage.

THIS AGREEMENT has been executed as of the date set forth below.

**ACC MEMBER(s)**

**Signature**

**Date**

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**OWNER(s)**

**Signature**

**Date**

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\_\_\_\_\_

Homesite Identification:

Subdivision: \_\_\_\_\_

Lot No.: \_\_\_\_\_

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