

SPRING CREEK COURT HOMEOWNERS ASSOCIATION, INC.

ACC CONSTRUCTION DAMAGES and RESTORATION DEPOSIT AGREEMENT

If you are petitioning the Architectural Control Committee or the Board of Directors for advance approval to proceed with an exterior home improvement project on your Lot in Spring Creek Court, you are required to execute (sign) and submit both pages of this Agreement and a \$1,000 Construction Damages and Restoration Deposit with your Architectural Control Committee (ACC) Application.

RESPONSIBILITIES OF THE PETITIONING HOMEOWNER (1-9, BELOW)

1. The undersigned petitioning homeowner agrees to be fully and singularly responsible for making sure that construction does not disturb other residents;
2. The undersigned petitioning homeowner agrees to be fully and singularly responsible for making sure that construction materials are not placed or stored in the streets obstructing traffic or otherwise in public view;
3. The undersigned petitioning homeowner agrees to be fully and singularly responsible for promptly removing any soil, sand, building materials, vehicle or machine fluid stains or material stains placed or deposited in the streets by its contractor, subcontractors, workmen, delivery companies or other agents;
4. The undersigned petitioning homeowner agrees that all project construction will be completed not later than sixty (60) days following commencement of construction;
5. The undersigned petitioning homeowner agrees to be fully and singularly responsible for promptly restoring all fencing upon completion of construction;
6. The undersigned petitioning homeowner agrees to be fully and singularly responsible for promptly restoring all turf outside fence lines upon completion;
7. The undersigned petitioning homeowner agrees to be fully and singularly responsible for ensuring that no structure (e.g., no swimming pool water slide, no "Kiddie Fort") is erected at a height that rises above the top of the fence line and hence visible from the street or any adjoining properties;
8. The undersigned petitioning homeowner agrees to be fully and singularly responsible for ensuring that vehicles, trucks and heavy equipment owned/and or operated by the homeowner, the homeowner's contractors, subcontractors, workmen and agents are operated in a safe and responsible manner at all times by experienced drivers/operators and are not parked in the streets in a manner such that traffic is impeded or otherwise interrupted;
9. The undersigned petitioning homeowner agrees to be fully and singularly responsible for any and all expenses relating to clean-up completion of the construction project.

SOLE CONDITIONSM OF DEPOSIT REFUND (10-15, BELOW)

10. The undersigned petitioning homeowner acknowledges that it is the sole responsibility of the homeowner to request a refund of the \$1,000 Damages and Restoration Deposit;
11. The undersigned petitioning homeowner acknowledges and agrees that any request for a refund of a Damages and Restoration Deposit must be made in writing (email acceptable) to the Association's Managing Agent as indicated at SpringCreekCourtHOA.org;
12. The undersigned petitioning homeowner's written request for refund of a Damages/Restoration Deposit must include the petitioning homeowner's name, address, phone number, and a clearly worded statement announcing that the Association-approved home improvement project and work-site clean-up have been completed. ACC application records will first be matched with the written request for verification of refund status prior to any refund;
13. The undersigned petitioning homeowner understands and agrees that requests for any refund of a Damages/Restoration Deposit made by parties other than the petitioning homeowner will be considered invalid and refund payment will not be made;
14. The undersigned petitioning homeowner agrees that all requests for a Damages/Restoration Deposit are subject to the Association's final work site inspection prior to the release of any deposit funds;
15. In the event the ACC final inspection reveals that additional clean-up or restoration efforts are required of the homeowner, any refund will be withheld pending satisfactory corrective action on the part of the petitioning homeowner.

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IT IS UNLAWFUL TO POUR OR DISPENSE CONCRETE, GRAVEL, SAND, SOIL, OIL, PAINT, FLAMMABLE MATERIALS, CHEMICALS OR ANY CONSTRUCTION OR LANDSCAPING MATERIALS into the community storm drain system. The petitioning homeowner is responsible for reviewing this prohibition with their contractor(s) **prior to** commencement of construction. The **PETITIONING HOMEOWNER** named below is solely responsible for compliance with this prohibition and the cost of restoration involving restoration or remediation of such materials from the storm drain system.

The undersigned petitioning homeowner agrees to be fully and singularly responsible for restoration of all property conditions and specifically authorizes the Spring Creek Court Homeowners Association, Inc., and its Managing Agent to use, at a minimum, the undersigned petitioning homeowner's \$1,000 Damages/Restoration Deposit to make any required but not accomplished by the undersigned petitioning homeowner.

This Agreement must be executed (signed) by the petitioning homeowner and submitted to the Association's Managing Agent with a completed Architectural Control Committee Application, required supporting documents, \$1,000 Damages/Restoration Deposit and \$25 non-refundable application processing fee.

Make checks for the conditionally-refundable \$1,000 Damages/Restoration Deposit to:

Spring Creek Court Homeowners Association, Inc.

Make checks for the non-refundable \$25 Application Fee payable to:

Managing Agent (Company) as advertised at homepage of springcreekcourthoa.org

The undersigned petitioning homeowner acknowledges and understands that this Agreement is not an approval to proceed with a proposed home improvement project.

This Agreement is not valid without the required property address, petitioning homeowner's name, signature of petitioning homeowner, and date, where indicated below.

Any alterations, deletions, or additions to this Agreement by the undersigned petitioning homeowner, or any other party, will render this Agreement null and void; in that event, the petitioning homeowner's ACC application will be denied without further action.

Petitioning Homeowner's Acceptance of the Terms of this Agreement:

For Construction at: _____
Property Address of Proposed Work in Spring Creek Court **PRINT CLEARLY**

By: _____
Name of Petitioning Homeowner **PRINT CLEARLY**

Signature of Petitioning Homeowner Date