

## **DECORDOVA RANCH CONSTRUCTION REGULATIONS AND SPECIFICATIONS**

The role of the Architectural Control Committee ("ACC") is to assure conformance to the guidelines and regulations set forth in the De Cordova Ranch CC&R's as well as establish and control appropriate construction impact of construction on adjacent lots. The ACC and the De Cordova Ranch Property Owners Association ("POA") shall have no liability in connection with the construction of residential property at De Cordova Ranch.

All decisions of the ACC and the POA which are primarily aesthetic and design oriented shall be made in their sole discretion and **shall be final**.

Each Builder and/or Homeowner is solely responsible for all matters pertaining to construction on it's specific lot, including but not limited to, governmental approval of plans, permitting, building and engineering specifications, construction materials and workmanship, safety violations, and conformance to laws pertaining to building codes or other governmental laws or regulations.

ACC approval is required prior to the construction of a new residence. Before submitting plans for any new construction, we suggest you review these construction regulations and specifications as well as the Reservations, Restrictions and Covenants (CC&R's) for the Section of De Cordova Ranch in which your lot is located. This information should be reviewed by the architect/designer, as well as the builder and property owner.

1. A \$2,000 advance deposit is required to be made upon submission of the attached application. The deposit will be applied as follows:
  - a) A non-refundable processing and inspection fee of \$200.00 (Two Hundred and no/100 Dollars) for new residential construction shall be deemed fully earned upon receipt of the application.
  - b) \$1,800 (Eighteen Hundred and no/100) Dollars of the deposit will be refunded upon completion of construction, less any cost for damages or clean-up caused by the Builder or Builders' sub-contractors. De Cordova Ranch will issue written notice of damages prior to deduction to allow Builder to correct the problem before deduction from deposit. All costs associated with un-corrected damages or clean-up will be deducted from the refundable portion (\$1,800.00) of the deposit.

INITIAL: \_\_\_\_\_

2. The form survey (to be prepared by a surveyor registered in the state of Texas) must show the location of the structural forms on the lot prior to pouring the foundation. This survey shall show that the structure will not violate any lot lines, building set back lines or easements as described in the Deed Restrictions and the recorded Plat of each Phase of De Cordova Ranch. **It must also show a drainage plan so as not to impact any neighboring lot.**
3. The builder shall be responsible to install a temporary plastic construction fence on all sides of the building's foundation before construction begins which shall remain throughout the construction.
4. No owner or contractor may enter onto a lot adjacent to the building site for purposes of ingress and egress to his lot during or after construction unless said adjacent lot is also owned by the same owner. All lots adjacent to the building site shall be kept free of any trash or other building materials during construction of the residence.
5. All tree stumps, trees, limbs, underbrush and any other debris removed from the lot for construction of the residence must be removed and **hauled out of the subdivision** prior to starting construction. Burning is not allowed in the subdivision except by De Cordova Ranch POA.
6. No fill, including foundation fill, shall be placed or maintained on any lot nearer to the front, rear, side or street side lot building setback line as shown on the plat or nearer to the property line than the minimum building setback lines as described in the Deed Restrictions and the recorded Plat of each Phase of De Cordova Ranch unless a deviation is approved in writing by the Architectural Control Committee.
7. All concrete poured must contain at least 4 ½ sacks of cement per cubic yard of concrete. All concrete contractors shall wash their trucks out on the building site where the concrete is being poured and not on adjacent lots or in the streets.
8. **All building sites shall be kept clean and materials stored in an orderly manner.** A trash receptacle will be maintained for construction debris, paper, lunch wrappings, drink container, etc. which will be picked up on a daily basis, and the Builder will be responsible for assuring that it is so used and will see that the trash is properly disposed.
9. **No trash, materials or excess dirt is allowed in the street or ditches.** Any such trash, materials or excess dirt or fill inadvertently spilling or getting into the street or ditches shall be removed, without delay, on a daily basis.

INITIAL: \_\_\_\_\_

10. All vehicles belonging to work crews must be parked on the specific construction lot or on the same side of the street. No vehicle will block a driveway, view of oncoming traffic or be parked on a neighbor's driveway without obtaining permission of the property owner prior to construction.
11. A temporary electrical pole will be installed by the Builder prior to construction and maintained until the permanent connection to the house is made.
12. Port-a-can facilities must be provided at all job sites when site cleaning starts and maintained in place until construction is completed.
13. No construction will begin before 7:00 a.m. or continue after 7:00 p.m. Special times may be approved for pouring slabs. The De Cordova Ranch POA reserves the right to change operating hours for construction on job site.
14. All work performed must meet the requirements of the Standard Building Code and the National Electrical Code.
15. Any and all trees to be removed require approval by the Architectural Control Committee **PRIOR TO START OF CONSTRUCTION.**
16. De Cordova Ranch POA reserves the right to expel or terminate access to any sub-contractor or contractor who repeatedly violates portions of this construction document.

INITIAL: \_\_\_\_\_

Applicants hereby acknowledge they have read, understand and agree to the construction regulations and specifications as set forth herein, and signify their agreement by their signature below.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Builder: \_\_\_\_\_ Date: \_\_\_\_\_