

guests, agents, or invitees. The Manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

5.15.2 Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.1.2* of this Covenant. Unless otherwise provided in this Section, the fine and/or damage charge shall be considered an Assessment for the purpose of this Article and shall be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this Article.

## ARTICLE 6 VALLEY RANCH REVIEWER

6.1 Architectural Control By Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Valley Ranch Reviewer is Declarant or its designee. No Improvement constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 6* and need not be approved by the Valley Ranch Reviewer.

6.1.1 Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of the Valley Ranch Reviewer, which approval may be granted or withheld in its sole discretion. In reviewing and acting on an application for approval, the Valley Ranch Reviewer may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf.

6.1.2 Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (a) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Neither Declarant nor the Valley Ranch Reviewer is responsible for: (i) errors in or omissions from the plans and specifications submitted to the

**VALLEY RANCH COMMUNITY OWNERS ASSOCIATION, INC.**

**APPLICATION FOR MODIFICATION  
SUBMITTED TO THE REVIEWING BODY**

Date of Request: \_\_\_\_\_

**HOMEOWNER INFORMATION**

Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_  
(If Different)

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Modification:** \_\_\_\_\_  
\_\_\_\_\_

Details: \_\_\_\_\_ Materials: \_\_\_\_\_

Colors: \_\_\_\_\_ Height/Width: \_\_\_\_\_

Front of Dwelling

Side of Dwelling

Rear of Dwelling

Proposed Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**CONTRACTOR INFORMATION**

Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**APPROVAL/ DENIAL**

**Architectural Modifications Committee**

**APPROVED**

**DENIED**

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

**DECLARANT VETO**

**YES**

**NO**

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

**Nature of Request** (Check one)

- Initial Submission
- Re-submission/Appeal of a "Rejected" or "As Noted" submittal

**Type of Application** (Check one or more as applicable)

- Addition or alterations to existing home
  - Satellite dish installation
  - Landscape, irrigation, and lighting modifications
  - Hardscape installations/modifications (hard, permanent materials, such as concrete, knee and seat walls, paving, masonry, walkways, patios, railroad ties, wood trim, rocks, flagstone, outdoor barbecues, gas fireplaces and any other inert materials.)
  - Walls, gates, and/or fences
  - Swimming pools and/or spas
  - Other improvements, additions or modifications. Please specify.
- 

**Homeowner acknowledges that he/she has read, understands and agrees with the following provisions:**

1. The homeowner has read and understands the applicable provisions of the Declaration of Covenants, Conditions and Restrictions for Valley Ranch Community Owners Association, INC. concerning design, modification and construction.  
  
\_\_\_\_\_ INITIAL
2. All modification details will be included in application to include height, width, length, color, materials, etc. Plot plan must be submitted with application depicting requested modification. This plot plan must indicate requested modifications as well as existing previously approved modifications.
3. No work may begin without the prior written approval by the Reviewing Body of Valley Ranch Community Owners Association, INC. If work is begun prior to obtaining written approval, the homeowner is responsible for all costs required to correct any non-conforming work and may also be subject to penalties and fines. The submittal of the application does not constitute approval of the proposed plan.
4. Valley Ranch Community Owners Association, INC. shall provide written notification of the Reviewing Body's decision to the Homeowner within sixty (60) days after application review of all required information is been submitted.
5. If the application is approved, approval of the application shall not constitute an approval, ratification or endorsement of the quality or architectural or engineering soundness of the proposed improvements and neither the Reviewing Body nor the Association shall have any liability for any defects in the plans, specification or improvements.

6. The homeowner is responsible for ensuring that approved work is constructed and/or installed as outlined in the written response from the Reviewing Body. The homeowner is responsible for correcting, at the homeowner's own expense, any non-conforming work, including that of all contractors and sub-contractors. The homeowner is responsible for all costs required to correct any failure to complete work as approved and/or failure to correct any non-conforming work, as well as any penalties and fines.
7. The approval of the Valley Ranch Reviewer of any final plans and specifications, and any variances granted by the Valley Ranch Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Valley Ranch Reviewer, and the Valley Ranch Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this Section 6.4.5 and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.
8. The homeowner agrees to pay any costs incurred by the Association if the homeowner fails to meet the standards, requirements or provisions of the Declaration of Covenants, Conditions and Restrictions for Valley Ranch Community Owners Association, INC.
9. The homeowner understands and agrees that no more than 65% of this individual lot will be covered with impervious cover including the home, driveway, concrete or stonework, and pools.
10. The homeowner shall be responsible for complying with all local codes and ordinances and obtaining necessary permits and approvals to conduct work, separate and apart from any approvals obtained from the Association's Reviewing Body. The homeowner assumes all risk in connection with any construction or modifications on his/her Lot.

I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THE PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VALLEY RANCH COMMUNITY OWNERS ASSOCIATION, INC.

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Homeowner Signature

Valley Ranch Reviewer; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

6.2 **Architectural Control by Association.** Until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "ACC") will assume jurisdiction over architectural control and will have the powers of the Valley Ranch Reviewer hereunder.

6.2.1 **ACC.** The ACC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

6.2.2 **Limits on Liability.** The ACC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (a) errors in or omissions from the plans and specifications submitted to the ACC; (b) supervising construction for the Owner's compliance with approved plans and specifications; or (c) the compliance of the Owner's plans and specifications with Applicable Law.

6.3 **Prohibition of Construction, Alteration and Improvement.** No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Valley Ranch Reviewer. The Valley Ranch Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Additional Property and the Development. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Development or Additional Property.

**NO IMPROVEMENT MAY BE CONSTRUCTED, ALTERED, OR MODIFIED WITHOUT THE  
ADVANCE WRITTEN APPROVAL OF THE VALLEY RANCH REVIEWER.**

6.4 **Architectural Approval.**

**6.4.1 Submission and Approval of Plans and Specifications.** Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Valley Ranch Reviewer together with any review fee which is imposed by the Valley Ranch Reviewer in accordance with *Section 6.4.2*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Valley Ranch Reviewer. The Valley Ranch Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Valley Ranch Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Valley Ranch Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Valley Ranch Reviewer, in its sole discretion, may require. Site plans must be approved by the Valley Ranch Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Valley Ranch Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Valley Ranch Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the Valley Ranch Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

**6.4.2 Design Guidelines.** The Valley Ranch Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines which may apply to all or any portion of the Development; provided however, that Declarant will have no obligation to establish Design Guidelines for the Additional Property, the Development or any portion thereof. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Covenant, the terms and provisions of this Covenant will control. In addition, the Valley Ranch Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Covenant. Such charges will be held by the Valley Ranch Reviewer and used to defray the administrative expenses and any other costs incurred by the Valley Ranch Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Valley Ranch Reviewer will be distributed to the Association at the end of each calendar year. The Valley Ranch Reviewer will not be required to review any plans until a complete submittal package, as required by this Covenant and the Design Guidelines, is assembled and submitted to the Valley Ranch Reviewer. The Valley Ranch Reviewer will have the authority to adopt such additional or alternate procedural and

substantive rules and guidelines not in conflict with this Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

6.4.3 Failure to Act. In the event that any plans and specifications are submitted to the Valley Ranch Reviewer as provided herein, and the Valley Ranch Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

6.4.4 Variances. The Valley Ranch Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Valley Ranch Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by the Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Valley Ranch Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

6.4.5 Duration of Approval. The approval of the Valley Ranch Reviewer of any final plans and specifications, and any variances granted by the Valley Ranch Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Valley Ranch Reviewer, and the Valley Ranch Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.4.5* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

6.4.6 No Waiver of Future Approvals. The approval of the Valley Ranch Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Valley Ranch Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the

same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Valley Ranch Reviewer.

6.4.7 Non-Liability of Valley Ranch Reviewer. NEITHER THE DECLARANT, THE BOARD, NOR THE VALLEY RANCH REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THEIR DUTIES UNDER THIS COVENANT.

## **ARTICLE 7 MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Covenant and the Bylaws of the Association.

**7.1 Notice of Action**. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates, thereby becoming an “**Eligible Mortgage Holder**”), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;

(ii) Any delinquency in the payment of Assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**7.2 Examination of Books**. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

**7.3 Taxes, Assessments and Charges**. All taxes, governmental or other assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.