



Texas Grand Ranch

Architectural Review Committee

Memorandum of Compliance

This Memorandum of Compliance along with the information below constitutes a legally binding agreement (this "Agreement") between the builder, property owner and Texas Grand Ranch (TGR) Architectural Review Committee (ARC). After all required plans, documents, permits and deposits have been submitted and approved, a pre-construction meeting will be scheduled with the builder and/or property owner and an ARC representative. At this meeting the following items will be covered and compliance agreed upon before any type of construction takes place on the property. All of the items listed below can be found in the TGR Declaration of Covenants, Conditions and Restrictions (CCRs) and/or the Site and Building Requirements (SBRs), all of the foregoing being incorporated herein by reference as if fully copied and set forth at length.

1. A pre-construction meeting is to be scheduled and must take place before any on-site construction may commence, with the exception of light under-brushing (which also requires notice to and approval by the ARC). At the meeting, the builder will provide a plat of the property displaying where the roll-off dumpster, porta toilet, silt fencing, concrete wash out and underground propane tank will be located (if the planned residence includes a propane tank).
2. The culvert size will be provided to the builder by the ARC representative. The ARC must be notified when the culvert has been set, so an inspection can be scheduled and completed. No construction of any kind is permitted on site without first having a culvert set and inspected. No temporary culverts are permitted. Once the required culvert has been set, inspected, approved and all required silt fencing is in place, construction may then commence. All culverts shall be in full compliance with and set to all Walker County requirements and standards.
3. Either before or during the first couple of days of construction, the builder is required to have one (1) professionally made sign, displaying the minimum requirement of the Builder's Name, Contractors Name and Phone Number, property's 911 Address along with the Section, Block and Lot Number (i.e. 4A-22-18).

4. Prior to pouring the pad, the builder or property owner must provide a form survey and inform the ARC. An ARC representative will conduct an inspection of the pad location and provide approval for the pad to be poured. The builder and/or property owner shall ensure the pour time is coordinated with an ARC representative if the pad is not poured within the normal business hours listed in the CCRs and SBRs.
5. Before the driveway is poured, it is the responsibility of the builder and/or the property owner to notify the ARC so that the culvert can be inspected to ensure it has not shifted, cracked, settled below the flow line, or been damaged, degraded, or collapsed such that proper drainage has been compromised. Once this inspection is complete, the ARC representative will provide approval and the builder may move forward with pouring the driveway. The builder and/or property owner shall ensure the pour time is coordinated with an ARC representative if the driveway is not poured within the normal business hours listed in the CCRs and SBRs.
6. Once the builder has cleared the dwelling for occupancy the property owner is responsible for completing and submitting the Final Construction Review application, which can be found online in the TGR Vantaca system. No occupancy of any dwelling shall take place before final review has been completed. Once the final construction review has taken place and the property owner granted permission to move in, with no open issues requiring resolution, the damage and compliance deposits will be refunded. If the residence is a SPEC home built by a builder, it is the builder's responsibility to comply with the standards set forth herein above.
7. Throughout the construction process, the construction site shall be maintained and kept clear of unnecessary debris that could invade neighboring properties, ditches or along the roadside. No concrete washout of any kind or nature shall take place in any drainage area, including, but not limited to, any drainage easement.

The property owner and builder understand they are responsible for the actions of all contractors and sub-contractors on their build site and will remove any contractor or sub-contractor who acts in an unsafe manner or is involved in any type of wrongdoing or illegal activity within the community as outlined in the TGR CCRs and SBRs. Your signature(s) below represent that you have read, fully understand, and irrevocably agree to fully comply with all the required standards set forth herein, including, without limitation, in the CCRs and SBRs. A copy of this Agreement shall be uploaded into the property owner's build file maintained in the Vantaca system.

BY SIGNING BELOW PROPERTY OWNER AND BUILDER, JOINTLY AND SEVERALLY, IRREVOCABLY STIPULATE, ACKNOWLEDGE AND AGREE THEY HAVE FULLY READ AND UNDERSTAND THE CURRENT SITE AND BUILDING REQUIREMENTS AND THE CURRENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TGR, INCLUDING ANY OTHER GOVERNING DOCUMENTS, AND STATE, REPRESENT, AND WARRANT THAT THE HOME BUILD WILL BE MADE IN COMPLIANCE WITH ALL SUCH DOCUMENTS. FURTHERMORE, THE PROPERTY OWNER AND BUILDER, JOINTLY AND SEVERALLY, STIPULATE, ACKNOWLEDGE, UNDERSTAND AND AGREE THAT IF THE ARC COMMITTEE APPROVES THE PROPOSED BUILD AND THE PROPOSALS, AGREEMENTS AND/OR REPRESENTATIONS MADE BY EITHER THE PROPERTY OWNER AND/OR THE BUILDER ARE NOT FULLY COMPLIED WITH, THE ARC COMMITTEE MAY, WITHOUT LIMITATION AND ITS SOLE AND EXCLUSIVE DISCRETION, REVOKE AND RESCIND ITS APPROVAL OF THE PROPOSAL, REQUIRE SPECIFIC PERFORMANCE AND FULL COMPLIANCE WITH THE PROPOSAL, ANY DEPOSITS MAY BE FULLY OR IN-PART FORFEITED, AND ANY SUCH NON-COMPLIANCE MAY REQUIRE REMOVAL OF IMPROVEMENT(S) AT THE OWNER'S/BUILDER'S SOLE COST AND EXPENSE.

ARC APPROVAL FOR ANYTHING AS SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO, PRE-PAD AND DRIVEWAY POURS, DOES NOT AND SHALL NOT RELIEVE THE BUILDER AND/OR THE PROPERTY OWNER FROM BEING ULTIMATELY RESPONSIBLE AND RETAINING SOLE RESPONSIBILITY FOR FULL COMPLIANCE WITH ALL REQUIREMENTS AND OBLIGATIONS SET FORTH IN THE CCRS AND SBRS AND/OR ANY OTHER GOVERNING DOCUMENTS, FOR TGR AND/OR ANY GOVERNMENTAL ENTITY HAVING JURISDICTION HEREOF.

Property Location (Section/Block/Lot) _____

Builder _____
Signature

Property Owner _____
Signature

Builder _____
Print Name

Property Owner _____
Print Name

Date: _____

Date: _____