

BEAR BRAND RANCH
APPLICATION FOR ARCHITECTURAL REVIEW

No fences, walls, building signs or other structures (including mailboxes, tennis courts and basketball standards), no exterior additions or alterations (including painting and landscaping) shall be commenced constructed, erected, placed, maintained or permitted to remain on any lot, or any portion thereof, until plan specifications have been submitted in working to and approved by the Architectural Committee.

LOT # _____ TRACT # _____ DATE _____

Project Address _____

Applicant's Name _____

Applicant's Address _____

Applicant's Telephone (Business) _____ (Residence) _____

Applicant's Relationship to Owner _____ (Email) _____

Owner's Name _____

Owner's Address _____

Owner's Telephone _____ Email _____

This Application is for:

PRELIMIARY submittal and approval of

new residence

additional/alterations

landscaping

exterior color change

preliminary grading

other

FINAL submittal and approval of

new residence

additional/alterations

landscaping

exterior color change

mailbox

final grading plan

other

FINAL submittal and approval of LANDSCAPE ONLY

FINAL submittal of POOL/SPA & EQUIPMENT ONLY

SPECIAL submittal for _____

Type of Work Proposed _____

(Note: A more detailed general explanation of the scope and nature of the work for the project must also be included with the submittal.)

Are you requesting deviation or waiver of Development Standards or Submittal Requirements?

(Note: If "yes", you must submit a detailed list of those requested and justifications for your request.)

The Architectural committee will determine the amount of review fee and refundable deposit required for your project upon review of your scope of work. Fee and deposit are required prior to approval being given by the Association.

New Construction - \$25,000.00 plus \$25,000.00 Road Use Fee

Renovation/Addition - \$15,000.00 plus \$15,000.00 Road Use Fee

Minor Landscape/Exterior Painting - \$5,000.00

Per CC&R section 6.9, the minimum fee is \$800 which cover administrative and review fees.

Applicant's signature

Owner's signature

Architectural	Landscape	Equipment
<input type="checkbox"/> Deck	<input type="checkbox"/> Landscape/Hardscape (circle one)	<input type="checkbox"/> Play Equipment
<input type="checkbox"/> Gazebo	<input type="checkbox"/> Front <input type="checkbox"/> Front	<input type="checkbox"/> Pool Equipment
<input type="checkbox"/> Room Addition	<input type="checkbox"/> Rear <input type="checkbox"/> Front	<input type="checkbox"/> Spa & Equipment
<input type="checkbox"/> Patio Cover (s)	<input type="checkbox"/> Irrigation/Drains (circle one)	<input type="checkbox"/> Lighting
<input type="checkbox"/> Chimney	<input type="checkbox"/> Fence(s) / Walls / Gate(s) (circle one)	<input type="checkbox"/> Barbeque/Counter
<input type="checkbox"/> Other	<input type="checkbox"/> Front <input type="checkbox"/> Side	<input type="checkbox"/> Fire Pit
_____	<input type="checkbox"/> Rear <input type="checkbox"/> Retaining	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> Extension	_____

Please attach the completed Neighbor Awareness form and three (3) sets of plans and specifications, including elevations and cross-sections as needed to describe the project.

Fee \$

Deposit* \$

*Deposits left unclaimed for a period of more than five (5) years will be forfeited by depositing homeowner.
Include the submittal date and the property address on each sheet. Please fold to 8 1/2 x 11 inches.

Owner's Signature

OWNER'S SIGNATURE ABOVE SIGNIFIES ACCEPTANCE AND UNDERSTANDING OF THE ARCHITECTURAL GUIDELINES, CC&R'S AND EACH EXHIBIT ATTACHED HERETO.

General Conditions and Disclaimers:

1. Committee approval does not waive or constitute or reflect compliance with any federal, state, or local law, ordinance, or code. Approval by the Committee does not relieve or satisfy an Owner's obligation to comply with all government laws and regulation affecting use of premises, subject to any approved plan. Approval by the Committee.
2. Committee approval does not constitute acceptance of any technical or engineering specifications and the Association assumes no responsibility for such. The property owner is responsible for all technical and engineering specifications. Approval by the Committee does not warrant structural safety, conformance with building codes or other applicable governmental requirements. The Committee review for aesthetic purposes only.
3. Any oversight of a provision of the governing documents, or a provision of the Design Guidelines/Architectural Guidelines, does not waive the rule. Corrections may be required. Only improvements depicted on the plans can be reviewed by the Committee. The Owner is responsible to ensure all improvements are depicted on plans submitted. Any improvement not depicted on the plans are not approved. Any change(s) to approved plans shall be deemed unapproved until

resubmitted and approved. Approval of plans and specifications shall apply only to the property for which approval is granted and is not authorization to proceed with Improvement on any property reviewed by the Committee and owned by the applicant.

4. The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent that includes a description of the access area. Access or storage of equipment used during the course of construction must be on the homeowner's property only. Property owned and/or maintained by the Association shall not be used for construction access or storage, unless Owner obtains proper written authorization from Association. The Owner agrees in writing to indemnify Association for damage to property a construction deposit for restoration of damage to property owned and/or maintained by Association.

5. Owner is financially responsible for any repairs and/or replacement to property owned and/or maintained by Association which is damage as a result of an Owner's project.

6. Building materials may not be stored on streets, sidewalks, or on property owned and/or maintained by the Association. Streets may not be obstructed by construction equipment. All rubbish, debris and unsightly material or objects of any kind shall be regularly removed from the property and shall not be allowed to accumulate thereon.

7. The property owner is financially responsible for any repairs to property owned and/or maintained by the Association damaged by a property owner's project.

8. Approval of plans and specifications is not authorization to proceed with Improvement on any property other than the property reviewed by the Committee and owned by the Applicant.

9. Approval of plans and specifications is not authorization to revise the original drainage system installed by the Builder and approved by the City.

10. Applicant understands and agrees that Applicant must comply with all the provisions of the Design Guidelines/Architectural Guidelines.

11. All the provisions of the Design Guidelines/Architectural Guidelines (including, but not limited to, The Conditions of Approval) are the provisions of the governing documents regarding Design/Architectural Review; and are incorporated herein by this reference. The applicant has read and understands all provisions and agrees to comply therewith. Approval of plans is subject to and does not constitute a waiver of the terms and provisions of the Association's Declaration, Supplemental Declaration, Architectural Guidelines, Rules and Regulation of other Operative/Governing Documents. Any violations of the Governing Documents must be corrected upon notice of violation.

12. In the event that the City and/or County requires modification to the plans and specifications previously approved by the Committee, the Owner shall submit to the Committee all modifications to the plans. The Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City and/or County. The Committee shall have the right to impose conditions of approval of proposed Improvements which are more restrictive than conditions as may be imposed by the City and/or County. The Committee shall have the right to impose conditions of approval of proposed Improvement which are more restrictive than conditions as may be imposed by the City and/or County.

12. It is the responsibility of the requesting owner to obtain all appropriate signatures on the Neighbor Awareness form INCLUDING revised signatures for any later changes to the improvements reflected thereon. Any failure to obtain all appropriate signatures could render approval from the committee void.

14. Approval of plans and specification is not authorization to review the original drainage system installed by the merchant Builder and approved by the City.

15. Failure to comply with and satisfy all procedural requirements for any application may void approval

4. Planting Plans

- a. Botanical Names
- b. Common Names
- c. Key legend to symbols
- d. Shrub locations
- e. Tree locations
- f. Groundcover
- g. Soil preparation specifications
- h. Large tree not planted too close to Neighbor (trees are prohibited from being Planted in rows that block views)

5. Lighting Plan

- a. Direct all lights away from neighbors & screen
- b. Fixtures in turf must be flush mount
- c. Need to catalog out for sport court lighting
Need neighbors' signature and show Screening of lights. Lighting to be low Profile non-glare type
- d. Indicated height of lighting fixture

6. Details (Details required for all above ground elements i.e. patio covers, fountains, wall, gates & mailboxes, etc.)

- a. Location of structure on lot (indicate dimension to side and rear property line)
- b. Indicate materials, color and height in relation to adjacent ground elevation
- c. Show elevation of side & front of proposed structure
- d. Mailbox design

7. Exterior Colors and Finishes

- a. A color sample board or an elevation sheet with color chips attached clearly noting where colors are to be used
- b. Samples of masonry and finish roofing materials. Descriptions are acceptable for common materials such as used and common brick and wood shakes or shingles. Color and material samples are not required When drawings indicate "color and material to match existing".

8. Work on Association Slopes

See guidelines for limitations

- a. Provide note on plan that all Association planting irrigation and grading to be restored to its original condition prior to construction
- b. Indemnification letter required

Application Types & Fee Schedule

TYPE OF APPLICATION	Const. Deposit	Review Fee	Road Use Fee	Dumpster	Tot Amt due	Const. Time Limit Mo.s
1. New Home Construction – includes new residence and residences rebuilt after demolition. (with new slabs)	\$25,000 Refundable	\$800 Non-refundable	\$25,000 Non-refundable	Not permitted on street – placement on private property only	\$50,800.00	2 years
2. Major Remodel – Includes landscape, hardscape,	\$15,000 Refundable	\$800 Non-refundable	\$15,000.00 Non-refundable	Not permitted on street – placement on private property only	\$30,800.00	1 year
3. Minor Remodel (Unlike 2) – includes smaller home improvement projects, exterior paint	\$5,000 Refundable	\$800 Non-refundable	\$5,000 Non-refundable	Not permitted on street – placement on private property only	\$10,800.00	6 month

NOTES

1. **PAYMENT** - The above fees must be submitted with the architectural application and all related samples with the exception of the non-refundable road use fee which is due and payable upon approval of the submittal. Refer to the "Total Amt. Due" column above.
2. **START OF CONSTRUCTION** - Failure of the homeowner to notify the management company as to the date of the start of construction will cause a fine to be levied.
3. **INITIAL ARCHITECTURAL MEETING** - After preliminary plans and required fees have been submitted to the management company, a date will be given for review by the ADC. For this meeting the Homeowner, Contractor and/or Architect shall attend. If one or more fail to attend, plans may be returned to the homeowner causing a delay in the approval process.
4. **FINE** - If completion date not met, \$1,000.00 per day will be assessed and completion date can be extended by application to the ADC. If the extension is approved, a new completion date will be defined. Please refer to existing Fine Policy of the Association.
5. Upon request by the homeowner and at its sole discretion, the ADC may waive or significantly reduce the non-refundable deposit for ADC approval-required projects when the vehicles to be used for the project are relatively small.

Adopted May 6, 2008
Mailed to the membership – May 2008