

**BLUE HERON BAY  
PROPERTY OWNERS ASSOCIATION**

*P. O. Box 833  
Montgomery, TX 77356*

**BLUE HERON BAY ARCHITECTURAL CONTROL COMMITTEE**

**Request for Approval to Build**

I, \_\_\_\_\_, the Property Owner(s) or the Builder selected by the Property Owner(s) as their approved agent, am here by submitting a House Plan Application to Blue Heron Bay Architectural Control Committee, hereafter referred to as ("Committee"), and requesting the approval to construct the improvements described in the plans and demonstrating and stating a desire to comply with the deed restrictions and architectural standards of Blue Heron Bay. By signing this letter of request and by paying the required fees and construction deposit, I bind the firm I represent and myself to comply with the deed restrictions contained in the applicable Declaration of Covenants, Conditions and Restrictions of Blue Heron Bay, and any other applicable dedicatory instruments. In addition, I convey that the residential structures shall be designed and built in accordance with the 2000 (or most current) International Residential Building Codes for one and two story family dwellings.

It is the policy of the Committee to save as many trees as feasible. Before any lot clearing commences, trees to be removed must be marked and the Committee notified for inspection and approval.

It is understood the foundation/slab drawing will be submitted with the seal and approval of a licensed, registered, professional engineer. It is further understood that when the submitted plans are reviewed by the Blue Heron Bay Architectural Control Committee ("Committee"), the Committee shall solely be reviewing to ensure that a Soil Study has been on the designated lot, and that a licensed professional engineer has designed the foundation plans, that the plans are in harmony of external design with existing and proposed structures, that the proposed location with respect to topography and finished grade elevation are satisfactory. The Committee shall not be reviewing to ensure the quality, feasibility, integrity or safety of the design. It is further understood when an approval is granted by the Committee, the approval will not represent the structural safety or engineering soundness of the plan reviewed. Nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations; nor shall such approval be construed as a representation of a warranty for any materials or workmanship utilized to complete this plan. In addition, the approval of plans and specifications by the Committee should not be construed as a waiver of any restrictions, easements, covenants or conditions affecting the above described property. It is understood that if architectural approval is denied for any reason, including submittal of incomplete plans, I will be required to resubmit such plans and an additional fee before approval may be granted. I further understand that approval upon re-submittal will not be automatic; all resubmitted plans will be approved or rejected on the same basis as the plans initially submitted. It is understood that a form/slab survey completed by a professional licensed engineer/surveyor must be submitted before the slab is poured verifying the building is located in the same position on the lot that the Committee approved and there are no encroachments or violations to deed restrictions of referenced property. If a variance has been permitted in writing, the survey will show approved variance. The actual slab elevation must be noted on the survey to be accepted by the

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Committee. If the top of the slab is below the nearest manhole cover on the sewer line serving the residence, back flow prevention must be installed in the sewer main and in the house at the full cost to the owner/builder.

All builders and contractors will be expected to follow certain requirements listed during the construction of a residence in Blue Heron Bay. These requirements become a part of the conditions under which the Committee grants approval for construction and will be strictly enforced by the Committee:

1. No construction may start on any lot until all plans and specifications are approved by the Architectural Committee.
2. Jobsite is to have a Port-a-Can during construction.
3. Jobsite and surrounding properties to be kept free of litter and debris, as well as have a construction dumpster in place during construction.
4. Safety fencing required along both sides and rear building site. The fence heights should be four feet (4'0") with steel "T" posts every eight feet (8'0") to secure the fencing material. This fence must be maintained in a neat and orderly manner throughout the construction phase.
5. A silt fence is required to go around the sides and back of the construction site or where needed (determined by the topography of the site) to prevent any dirt flow into the surrounding areas, i.e. lake, streets, neighboring lots. \*This fence is to be installed to TCEQ performance guidelines.
6. Any dirt/debris/materials in the street must be cleaned on a daily basis.
7. All construction vehicles and material are to be kept off the adjoining lots.
8. Before digging in road easements, all utilities must be properly marked to prevent damage to existing utilities.
9. All builders will be a registered licensed builder in the state of Texas and will be required to register the new home or renovation with the "Texas Residential Construction Commission." A copy is required for the committee file prior to construction starting.
10. All owners and/or builders are required to obtain a Montgomery County Building Permit. Once the committee approves the plans, you will be approved for a water tap. Once the water tap is obtained, a building permit can be obtained from the County. A copy is required for the committee file prior to construction starting.

No occupancy will be allowed until the home is final completed according to plans approved by the Committee. A written notice of completion must be submitted to the Blue Heron Bay Property Owners Association, P.O. Box 833, Montgomery, TX 77356, within fifteen (15) days of completion of the construction. Failure to submit this notice of completion within such time may result in an extension of time allowed to the Committee and Blue Heron Bay Property Owners Association ("POA") to notify the owner/builder of any noncompliance. If this written notice is not submitted, the Committee and POA may have an indefinite period to remedy or notify the owner/builder of such noncompliance.

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It is hereby understood that this approval request is solely to obtain approval for the construction of a house. There is a separate application form that is required for Landscaping. In addition, a General Application form must be submitted for any changes to the initial submittal and approval plus pools, porches, patios, fencing, etc. If any change is made after the initial approval by this Committee, the Blue Heron Bay Property Owners Association has the right to enforce the property owner to remove the improvements(s) and/or changes(s) from the property.

In the event that an item of construction does not satisfy the requirements of the applicable deed restrictions and the Architectural Standards of Blue Heron Bay repair, replacement and/or augmentation of the item will be performed until that item satisfies the requirements of Blue Heron Bay Committee/POA. Continued non-compliance and/or refusal to rectify a deficient item or construction will terminate the Committee approval. Revocation of the approval to construct and all other action concerning construction in Blue Heron Bay is subject to the review of the Committee whose decision will be final. By requesting approval, it is understood that I bind myself and the company I represent to all requirements, restrictions and conditions herein along with all articles in the Declaration of Covenants, Conditions and Restrictions for Blue Heron Bay.

It is further understood that I, the Property Owner or the Builder selected by the Property Owner as their Approved Agent, expressly agree to fully defend, indemnify, and hold harmless the Indemnities from and against any and all direct or indirect claims, demands, actions, causes of actions, suits, rights of recovery for any relief or damages, debts, accounts, costs, losses, liabilities and expenses (including, without limitation, court costs, attorneys' fees and expenses and other costs of defense), of any kind or nature that may arise from approval by the Blue Heron Bay Architectural Control Committee and its members, and/or the construction or finished quality of the proposed house, even if Indemnities were, either solely or concurrently with any third party, at fault, negligent, strictly liable, or in breach of any contract (even if the alleged negligence or other conduct of Indemnities may have been the sole cause of injury or damage to the undersigned Owner(s) and even if Indemnities may have been liable for any other cause of action recognized by law, in whole or in part, for any damage to the undersigned Owner(s).

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Owner Signature                      Date

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Owner Signature                      Date

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Owner Printed Name

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Owner Printed Name

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Builder/Approved Agent Signature      Date

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Builder Company Printed Name

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Builder/Approved Agent Printed Name

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**Release & Hold Harmless Agreement**

WHEREAS, Blue Heron Bay Property Owners Association (the "Association"), through the individuals serving on the Association's Architectural Control Committee (the "ACC"), is responsible to approve the appearance and location of improvements to be constructed upon the Lots within the Blue Heron Bay subdivision; and

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ ("Lot Owner") and \_\_\_\_\_ ("Builder") have constructed improvements within the Blue Heron subdivision at \_\_\_\_\_, after having sought and obtained approval of the construction from the Association; and

WHEREAS, Lot Owner and Builder acknowledge that Association did not engage in any of the construction process, did not evaluate the integrity or quality of the proposed or completed construction, and did not have any role in Lot Owner or Builder's compliance with any law, construction code, permit or other governmental or construction regulation; and

WHEREAS, without this agreement Association would not have otherwise approved the proposed construction, nor consider the return of the building deposit related to such construction;

NOW THEREFORE, pursuant to the foregoing the undersigned Lot Owner(s) and Builder hereby agree as follows:

Lot Owner and Builder hereby accept responsibility for any and all damages that may have occurred in relation to the construction of improvements upon Lot Owner's Lot, or incurred by Lot Owner or Builder, as well as to Builder's employees, agents, contractors, as well as to any third parties and other persons or Association members, and all of their respective family, tenants, guests, heirs, assigns, trustees, agents and estates, including their personal and real property, as a result of Builder's provision of work, services or goods to Lot Owner and the Association's approval of such construction; and Lot Owner and Builder do hereby agree to:

RELEASE, INDEMNIFY, and HOLD HARMLESS the Association, Bay Development, L.L.C., and the individual members of the Association, ACC, as well as their respective agents, directors, officers, employees, members and contractors, from any and all liabilities, costs, claims, damages of any kind, and suits arising, in whole or in part from the Builder's provision of work, services and/or goods to Lot Owner or the approval of the construction of improvements upon Lot Owner's Lot, including all legal fees,

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expenses and insurance deductibles related thereto, regardless of who alleges or brings such liabilities, costs, claims, damages, and/or suits.

**AGREED TO BY LOT OWNER:**

|                    |      |                    |      |
|--------------------|------|--------------------|------|
| _____              |      | _____              |      |
| Signature          | Date | Signature          | Date |
| _____              |      | _____              |      |
| Owner Printed Name |      | Owner Printed Name |      |

**AGREED TO BY BUILDER:**

**BUILDER NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**House Plan Application**

Date Application Received: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

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

Property Owner: \_\_\_\_\_

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

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mobile/Other Phone: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mobile/Other Phone: \_\_\_\_\_

Speculative Home: \_\_\_\_\_ Yes \_\_\_\_\_ No

**Submittals required with this application:**

1. Construction Drawings:
  - a. Two (2) complete sets, to scale, marked "For Construction."
  - b. Floor plans and elevations stating square footage of living and total footage.
  - c. Certified plot plan showing building locations, building lines, etc.
  - d. Soil test report.
  - e. Foundation plan and details stamped, signed, and dated by a licensed and registered professional engineer; with all dimensions referencing the documents marked "For Construction."
  - f. Engineered plan showing drainage flow, necessary retaining walls, etc.
  - g. Executed "Request for Approval to Build Form."

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- h. Certificate of insurance with Proof of General Liability Insurance with a minimum coverage of \$1,000,000.00.
  
- 2. Fee of \$10,000.00 to be applied as follows:
  - a. \$8,000.00 refundable fee upon satisfactory completion of the home subject to final approval from the ACC and less any damages or fines incurred during the construction process. Damages that could potentially result in retention of all or part of the refundable portion of the fee include but are not limited to damages to adjoining and common property, siltation of Blue Heron Bay, damage and destruction of trees marked for preservation, and fines levied by the Board for violations of the BHB Covenants incurred during the construction process by either the actions of the property owner or his contractors and sub-contractors.
  - b. \$2,000.00 non-refundable architectural review fee.
  
- 3. Brick/Stucco-Manufacturer and color must be noted on construction drawings.
  - a. Samples must be provided with application.
  
- 4. Roof-Manufacturer and color must be noted on construction drawings.
  - a. Samples must be provided with application.
  
- 5. Exterior Paint- Manufacturer and color must be noted on construction drawings.
  - a. Samples must be provided with application.

**Submittals may be mailed to:**

Blue Heron Bay ACC  
PO Box 833  
Montgomery, TX 77356

**Make check payable to:**

Blue Heron Bay POA