

**ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION**

PLAN APPLICATION AGREEMENT

The undersigned owner, or authorized agent (hereinafter referred to as "Applicant") of Lot _____, Tract _____, Street Address _____, submits herewith plans for the following improvements: _____

to the Arrowhead Woods Architectural Committee ("AWAC") upon and subject to the following terms, conditions and agreements:

1. THIS APPLICATION WILL BE REVIEWED BY AWAC ONLY IF ALL APPLICABLE ITEMS ON THE ATTACHED AWAC APPLICATION FORM ARE COMPLETED AND THIS PLAN APPLICATION AGREEMENT IS SIGNED BY THE APPLICANT.

2. Applicant acknowledges his responsibility for and warrants the accuracy of all items reflected on the plans including, but not limited to, lot lines, survey stakes, building corner stakes, scale of plan.

3. Applicant and applicant's agents, assigns and employees agree to strictly observe and perform, as the case may be, all provisions of Arrowhead Woods Covenants, Conditions and Restrictions ("CC&Rs") for Applicant's Tract and all rules of regulations of AWAC. Applicant further acknowledges that Applicant has a copy of the CC&Rs for Applicant's tract, has read and is familiar with same, and further has read the current AWAC handbook.

4. All easements, lot lines, setbacks or other valid, existing restrictions shall be strictly observed and maintained free of encroachment or violation thereof, without prior written approval by AWAC.

5. Applicant on behalf of himself, his agents, employees and subcontractors agrees that he shall be personally liable for any and all damages occurring in connection with the construction or grading including, but not limited to, damage to roads, trees, other vegetation, other realty or personalty. In connection therewith, if trees are removed without prior written approval by AWAC, Applicant acknowledges that a cost per tree, determined by an independent appraisal performed in accordance with standards established by the International Society of Arboriculture, will be imposed and paid without regard to any other lawful damages which may be assessed by a court of law. In addition, all road damaged by applicant, his agents, employees and subcontractors shall be repaired to the condition thereof which existed just prior to any construction commencing on the subject property.

6. Applicant acknowledges an agrees that approval, if given by AWAC, is based solely upon, and limited to, plans which are presently filed with AWAC at its office. Applicant agrees that **NO** changes, deviations, additions, deletions, modifications or corrections to these plans shall be made without prior written consent of AWAC. Thus, Applicant agrees that all construction shall strictly conform to plans formally approved by AWAC, without exception.

7. In the event AWAC, in its sole discretion, determines that the construction site is being maintained inappropriately insofar as lumber, material and debris being located either off-site or blocking access areas, or that adequate soil erosion protection measures are not being maintained, or that the construction deviates from the plans approved by AWAC, then AWAC may:

a. Notify owner, in writing, by mail at the address designed by owner in his application of the specific corrective action required by AWAC; owner will have five (5) days from the date of posting within which to cause the correction(s) to occur.

b. If owner does not correct within that time, AWAC may either: (1) order all work to stop on the job until satisfactory compliance has been met; (2) hire labor to (a) cause removal of lumber, material and debris if the violation relates to the proper location of materials on-site or off-site, or (b) provide adequate soil erosion or protective measures; or (3) take whatever other action AWAC deems necessary and appropriate. All costs and/or expenses, incurred by AWAC regarding any of the above action shall be paid by Applicant within ten (10) days of billing therefore by AWAC, including but not limited to costs of site checks, court costs and legal fees actually incurred whether or not litigation is commenced.

c. A reasonable fine may also be imposed by AWAC for breach of any of the terms and conditions of this Agreement so long as Applicant is given at least fifteen (15) days prior written notice of (i) the hearing date set for consideration by AWAC of imposing such a reasonable fine and (ii) the reasons therefor. Applicant may appear at said hearing and defend himself against the matters resulting in the notice of hearing.

8. In consideration of the full and faithful performance of each and every term and condition of this Agreement by Applicant, including Applicant's agents, employees and subcontractors, AWAC agrees to review Applicant's plans and either approve or disapprove same within thirty (30) days of submission. Approval shall be given only if said plans conform to the CC&Rs of the tract containing Applicant's property and to AWAC's reasonable rules and regulations generally applicable to all applicants.

9. Applicant transmits herewith the sum of \$ _____ as a non-refundable plan check processing fee and one-time site check fee. Applicant further agrees to pay the sum of \$ _____ for each and every additional site and/or plan check required by reason of any omission from the required information on the "Plan Form" and/or deviation made and/or requested to be made from an AWAC approved set of plans.

10. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

11. Applicant agrees to pay actual attorneys fees incurred by AWAC, including all costs and expenses, in enforcing any of the above provisions whether or not litigation is commenced. Any action or lack of action taken by AWAC will be without prejudice to any of the rights and remedies AWAC has at law or equity.

WHERE SIGNED BY REPRESENTATIVE OF OWNER: "I certify to AWAC that the owner of the above referenced lot and tract has given me full and express authority to execute this Application and Agreement on his behalf and I further certify that I have fully discussed with him each and every term of the Application and that owner fully understands each and every obligation owed by him to the Arrowhead Woods Architectural Committee and provided for by the CC&Rs of record and this Agreement."

Dated: _____

Signature of Owner's Representative

Name Printed

OWNER'S STATEMENT: "As owner of the property referred to in the above Plan Application Agreement, I hereby acknowledge that I have read, understood and agree to be bound by the terms and conditions set forth therein."

Dated: _____

Owner's Signature

Name Printed

AGREEMENT UPON PLAN APPROVAL

When these plans are approved exactly as they are represented or amended that means you agree to build where and what you submitted to the Committee. The Committee realizes that changes are often made in the course of construction. Some of these changes may make a significant impact on the final building. To alleviate any problems with these changes, the Committee requires that the owner or owner's agent submit these changes prior to doing them. Examples of these changes are: location, trees, color, roof pitch, location or deletion or addition of doors, windows, decks and stairs, and material changes. If the Committee discovers changes that have not been approved, measures may be taken to restore construction to approved set, or approve the changes. In some cases a restraining order may be placed on the property ceasing construction until the problems are resolved.

WHERE SIGNED BY REPRESENTATIVE OF OWNER: I certify that I have the authority to execute this Agreement on his behalf, and further that I have discussed this Agreement and his obligation to be bound by the terms set forth.

Dated: _____

Signature of Owner's Representative

OWNER'S STATEMENT: As owner I hereby acknowledge that I have read, understood, and agree to be bound by the terms and conditions set forth.

Dated: _____

Owner's Signature