

HEADWATERS RANCH PROPERTY OWNERS ASSOCIATION

C/O pinetreeprescotthoa@gmail.com

PERMIT APPLICATION FOR RESIDENTIAL CONSTRUCTION

\$250.00 application fee

I, _____ Parcel No. _____ - _____ - _____
request approval of plans to construct: _____.

My contractor and I have read and understand the Headwaters Ranch Property Owners Association (HRPOA) Architectural Policy Documents. My contractor and I agree to comply with all HRPOA **CC&R's** and the **Architectural Policy Documents**. My contractor and I further agree to comply with the following conditions:

1. Start construction within twelve (12) months of final plan approval, provide notification of start date or date of extension request.
2. Complete construction within twelve (12) months of start date.
3. All phases of construction to comply with all county, state and federal codes, rules and regulations.
4. All construction debris will be controlled by placing in a dumpster and/or removed weekly.
5. HRPOA may notify all interested parties of incidents of delinquency of non-compliance regarding the provision of this application and contract.

Property
Address _____

Property Owners Name: _____ Phone
No. _____

Co-Property Owners name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Property Owners Signature: _____ Date: _____

Co-Property Owners _____

Signature: _____ Date: _____

Building Contractor: _____

Address: _____ Phone No. _____

Contractor License No. _____ Date: _____

Final Approval: _____ Date: _____

CONSTRUCTION HOURS ARE 6:00AM TO DUSK

Parcel # _____ - _____ - _____

HEADWATERS RANCH PROPERTY OWNERS ASSOCIATION

CONSTRUCTION REQUIREMENTS CHECKLIST

_____ DATE APPLICATION COMPLETE

CONSTRUCTION DOCUMENTATION SUBMITTED

- _____ SITE PLAN
- _____ SETBACKS
- _____ WELL LOCATION
- _____ PROPANE TANK LOCATION
- _____ SEPTIC LOCATION – INCLUDING LEACHFIELD LOCATION
- _____ DWELLING AND ALL PROPOSED OUTBUILDINGS
- _____ COLOR SCHEME INCLUDING PAINT CHIPS
- _____ CONSTRUCTION START DATE
- _____ CONSTRUCTION FINISH DATE
- _____ ELEVATION(S)
- _____ SQUARE FOOTAGE OF DWELLING AND OUT BUILDINGS
- _____ MATERIALS USED
- _____ TEMPORARY STRUCTURES AND LOCATION(S) OF SAME
- _____ COPY OF YAVAPAI COUNTY APPROVED BUILDING PERMIT

_____ **Road Impact fee, \$1250, Plan Review Fee, \$250** _____

STATUS/COMMENTS

HEADWATERS RANCH PROPERTY OWNERS ASSOCIATION

ARCHITECTURAL REVIEW STATUS

Parcel # _____ - _____ - _____

PROPERTY OWNER

PROPERTY ADDRESS

PROPERTY OWNER MAILING ADDRESS INCLUDING CITY, STATE AND ZIP

HOME PHONE INCLUDING AREA CODE

CELL PHONE INCLUDING AREA CODE

PLAN REVIEW	_____	_____	_____	_____
	RECEIVED	DATE	REVIEWED	DATE

REMODEL AND/OR

ADDITION FEE	_____	_____	_____	_____
	AMOUNT PAID	DATE	NOT PAID	REC'D BY

STATUS/COMMENTS

HEADWATERS RANCH PROPERTY OWNERS ASSOCIATION

Road Impact Fee

In compliance with the rules adopted by the Architectural Committee "HRAC" and the Board of Directors of Headwaters Ranch Property Owners Association I _____ Owner, do hereby submit to the Association the sum of \$1250.00 as a Road Impact Fee and I agree to the following terms and conditions:

1. This fee is charged to mitigate, repair or rectify the impact or damages of any kind caused by the applicant, his general contractor and their respective employees, agents or subcontractors in connection with the construction of improvements on the Owner's Parcel, b) Owner's failure to comply with the Permit Application Contract or the Declaration of Covenants, Conditions and Restrictions for Headwaters Ranch and the approved plans drawn and approved in conformance with such CC&Rs of Headwaters Ranch.

2. It is expressly understood that the payment of this impact fee shall not be considered a measure of the Damage nor release the Owner from paying additional amounts if the total Damage(s) or costs to cure any defect or problem caused exceeds \$1250.00. Any fee beyond the \$1250 impact fee shall occur only after the Owner has had an opportunity to have a hearing in front of the HRAC Committee and to present such facts and evidence as may be relevant to the issue of damages or non-compliance. Owner may request such a hearing within 15 days of any notice given pursuant to these policies. HRAC must set a hearing within 15 days of receiving such request. Failure to request a hearing with the time allowed will result in waiver of any right to appeal or otherwise contest the findings of HRAC.

3. Following the determination at the hearing that the extent of mitigation, rectification or repair exceeds the \$1250.00 the Owner shall cause the immediate payment to the Association in an amount sufficient to cover the full costs of the mitigation, rectification or repair. Failure to pay the amount required for mitigation, rectification or repair within seven (7) days following written notice shall entitle the Association to issue a **Stop Work Order**.

4. Owner agrees to indemnify the Association and HRAC and to defend and hold those same parties harmless from all claims, costs, fees, expenses, loss, damage and liability of any kind without limitation which may be asserted against or incurred by the Association or HRAC as a result of the construction activities by the Owner or his Contractors or any Damage caused by the Owner or his Contractors or their respective agents, representatives and employees. This indemnity shall survive the final completion of the construction activities conducted on the Owner's Parcel. Owner agrees to pay any and all attorney fees and court costs HRPOA incurs as the result of seeking a **Stop Work Order** or the other enforcement action associated with these policies resulting in any filing in Yavapai Superior Court or any Justice Court.

Owner Signature

Date

Parcel Address

Parcel No.

Owner Mailing Address including City, State and Zip Code

HRAC Chairperson

Date