

PLAN SUBMITTAL ACKNOWLEDGMENT

Lot No.: _____ Street Address: _____

Lot Owner(s) (print): _____

Plans are: Preliminary Final and described as _____

I/we, the owner(s) of the Lot, submit plans to the Architectural Committee and request the Committee's approval of the plans in accordance with the following:

1. **CC&Rs & Handbook** I/we have reviewed the Bell Canyon CCRs and the Architectural Committee Handbook and I am (we are) familiar with the provisions of each. To the best of my (our) knowledge, the plans conform to the CC&Rs and the Handbook. Please refer to Section 2.5, Preliminary Studies. I/we agree to comply with the CC&Rs and the Handbook.

2. **Roads, Lot Lines & Easements** I/we will take care, and we have instructed our agents to take care, to strictly observe all lot lines and easements. My/our plans accurately depict and locate the centerline of all adjacent roads, all edges of road pavement, our lot lines, and all easements affecting our lot. No improvement or landscaping whatsoever will be placed or made in a dedicated road or otherwise outside the lot, and no improvement or landscaping whatsoever will be placed or made in the easements, without my/our submission of an appropriate application therefor and the prior approval of the application by the Committee and the Board of Directors – see part 4.4 of the Handbook.

3. **Final or Preliminary Plan** I/we acknowledge that, unless I/we have indicated above that the plans are preliminary plans, the Committee will treat this submission as a request for final approval. I/we acknowledge that approval of preliminary plans is NOT the approval required by the CC&Rs and that I/we must obtain approval of final plans and an Obligation Form and Permit from the Committee before any grading or construction begins.

4. **Diligence & Maintenance** I/we will diligently complete the work provided for in final plans as approved by the Committee and any conditions to such approval. See Rule 4.6. I/we will keep the lot and all surrounding property free of excess debris (see Rule 5.9) and assure that the roads and adjacent properties are protected from water runoff. I/we acknowledge that, if the lot is not so maintained, then the Committee may (but is not obligated to) arrange for cleanup and/or sand bagging or other protective measures, and the cost of such cleanup and/or protective measures will be charged to me (us), or be deducted from any refundable deposit, or become a lien against the lot. After completion of construction, lot owner(s) will maintain all improvements including landscaping in accordance with the plans as approved.

5. **Fees & Deposits** I/we pay \$_____ with the plans pursuant to the Committee's Fee & Deposit Schedule. I/we understand that (a) the 30-days limit of CC&Rs Clause III, §21 (B) does not apply to preliminary plans and in the case of final plans does not commence until the submission is complete in accordance with the Architectural Committee Handbook, (b) deposits are not 100% refundable, (c) no interest is payable on any refund, and (d) refunds will be made to the then lot owner(s).

6. **Inspection & Notices** I/we acknowledge that the Committee may, from time to time, visit the lot in connection with the Committee's review of the plans and to inspect construction to assure that it is in accordance with the plans as approved, I/we will give a 3-working day notice to the Committee when concrete forms are set and **BEFORE** the commencement of pouring foundations, slabs and/or pools. See Rule 5.7. _____ (Initial)

7. **Attorney's Fees** I/we agree to pay reasonable attorneys' fees incurred by the Bell Canyon Association to enforce any provision of the CC&Rs or of the Handbook or any provision set forth above.

I/we sign this Plan Submittal Acknowledgment on the date set forth beneath my/our signature(s) below.

X _____
Owner: _____
Print Name
Date: _____

X _____
Owner: _____
Print Name
Date: _____