

## **7H RANCH PROPERTY OWNERS' ASSOCIATION, INC.**

### **Construction Guidelines for Property Owners and Contractors**

Construction is important to the growth of our community, but the home owners in this community value their privacy, serenity of the environment, and the Hill Country look of our community. Builders and their subcontractors are guests in our community and are expected to conduct themselves in a manner that does not negatively impact our existing home owners. To facilitate communication between the 7 Hills Ranch community and builders/subcontractors, the Architectural Control Committee (ACC) has developed these construction guidelines that are in accordance with our covenants and have been established to protect the welfare and serenity of 7 Hills Ranch for current and future home owners.

Each new residence is required to deposit \$2,500 prior to initiation of construction. This deposit has many uses among which are to defray cost of plan review, ensure compliance with our guidelines and to repair damages to the community resulting from construction activity. Of the \$2,500 deposit, \$500 will be retained by the 7 Hills Ranch Property Owners' Association, Inc. to cover the cost of plan review, and the remaining \$2,000 will be held as a construction security deposit. Note, that any deduction from the deposit will require the builder to stop construction until additional money is deposited in the account to bring it to the required \$2,000 minimum deposit. At the end of the construction period, the POA will deduct \$300 for street cleaning activity during construction and the remaining \$1,700 may be refunded.

- In accordance with 7H Ranch Declaration of Covenants, Conditions and Restrictions (the "Declaration"), in the event that deductions are made from the security deposit, the Owner and/or builder will be required to replenish the security deposit to the \$2,000 amount within 5 days or construction must cease until the funds are restored.
- All construction must commence within sixty (60) days after approval or deemed approval of the Required Plans, and must be completed within six (6) months after commencement and in accordance with the Required Plans meeting the requirements of 7 Hills Ranch Covenants available for viewing at [www.7hillsranch.com](http://www.7hillsranch.com).
- If construction cannot be substantially completed within the regulated time frame, the Owner must request a Construction Variance (in writing) and specify an estimated date of completion. The ACC will respond to such a request as quickly as possible. Construction Variances will be considered for an approved project when construction has been active and ongoing without any lapse or abandonment of construction activity.
- If construction has not been completed by the Owner and/or builder within twelve (12) months after commencement of construction and/or construction has not been completed after the estimated date of an approved Construction Variance, the entire \$2500 initial deposit will be

considered forfeited and Required Plans must be re-submitted to the ACC for approval accompanied with a required new \$2500 deposit or the amount in effect at the time of re-submittal. ACC approval will be based upon the Design and Construction Guidelines in force at the time of re-submittal. Owner hardship exceptions would be considered on a case by case basis and/or when completion is impossible due to labor strikes, fires, national emergencies, natural calamities, etc.

**Property Owners are responsible to ensure that the 'Construction Guidelines' are adhered to by their selected Contractor(s) during all phases of construction when working in the 7 Hills Ranch Subdivision. The ACC may inspect all work in progress and give notices of non-compliance when applicable.**

- Construction is limited only to the plans and specifications approved by the ACC. Should any changes to the plans or specifications occur or if additional construction to include but not be limited to fencing, landscaping, swimming pools, gazebos or other out buildings, etc. is contemplated, a request for approval for changes must be submitted to the ACC for approval prior to initiation of construction. *Failure to request approval for changes will result in deductions from the security deposit.*
- **Construction hours are from 7:00am until 7:00pm Monday through Saturday.** Construction activities are not allowed on Sundays or National Holidays (to include but not be limited to New Years Day, President's Day, Memorial Day, July 4, Labor Day, Thanksgiving, and Christmas). *Failure to adhere to this requirement will result in immediate deductions from the deposit.* Concrete pours and finishing are excluded from the core construction hours; however, verbal notification to neighbors is requested as a courtesy.
- Portable toilets and trash dumpsters will be installed on the lot at the beginning of construction, will remain in place, and shall be *maintained* throughout construction. Portable toilets and dumpsters are to be placed on the lot and maintained in a neat condition. If for any reason these items are placed on adjacent property, the builder will be liable for any damage.
- The builder/construction contractor will ensure that all construction vehicles do not use adjacent property for any reason (ingress, egress, parking, etc.). The builder/contractor will be liable for any damage to adjacent property or to the community's common areas.
- Construction crews may not park on, or otherwise use, neighboring Lots or open spaces. All vehicles shall be parked within the immediate construction area in a safe manner as to not obstruct roadway traffic or endanger pedestrians.
- Security of the job site and materials thereon is the lot Owner and contractor's responsibility. The 7 Hills Ranch Property Owners' Association, Inc. takes no responsibility for construction site security.

- Construction site will be kept neat and orderly. Debris must be picked-up daily to eliminate trash carry over to adjacent lots or streets. *Failure to comply with this requirement will result in immediate deductions from the deposit.*
- Burning of any materials (including but not limited to trash, construction debris, wood/trees, brush, etc.) is not permitted during construction. *The first violation will result in forfeiture of the entire security deposit and result in construction stoppage until a new deposit of \$2,000 is paid.*
- Any outdoor spark producing activity (welding, use of cutting torches or metal grinders) during a declared Comal County Commissioners Court burn ban must be in accordance with “Outdoor Burn Rules for Comal County”. Please reference the following website:  
[https://www.co.comal.tx.us/Fire\\_Marshal.htm](https://www.co.comal.tx.us/Fire_Marshal.htm)
- The builder shall clear the lot of all debris, including excavated materials immediately following construction. The construction site shall be left neat and groomed to minimize any delays in the return of the balance of the Security Deposit.
- Signage indicating the General Contractor’s name and 24 hour contact number of superintendent or responsible party must be posted and visible from the street. Only one sign per lot is permitted.
- **The 7 Hills Ranch POA will deduct \$300.00 from the construction security deposit to assist with street cleaning and road maintenance during construction. Should additional street sweeping/cleaning around the construction site be required due to hazardous materials and/or unsightly construction activities, a deduction of funds from the construction security deposit in the amount to cover all cost will occur.**
- The builder and sub-contractor(s) will be held liable for any petroleum, fuel, other chemical or paint product leakage, spillage; other physical damage(s) to roadway asphalt surfaces, roadway curbing, adjacent properties or the community’s common areas including damages by heavy vehicles, trailers or other construction equipment used at the construction site.
- Run-off from construction site drainage and run-off from cleaning of equipment or materials shall not be allowed to enter the roadway or adjacent lots.
- At the beginning of construction, builder shall provide road base aggregate material and/or a clean rock pad at least twelve feet (12’) wide X thirty feet (30’) long X approximately four inches (4”) deep at the entry to the construction site to trap sediment and minimize roadway mud and debris.
- Builder is responsible for clean up of any debris, dirt, etc. tracked from the construction site onto 7 Hills Ranch roads.

- Debris from lot clearing (tree or brush cutting, shredding, mowing, etc.) and any spillage of aggregates, base materials or soils shall be immediately cleared and removed from the roadways.
- The subdivision falls within the Extra Territorial Jurisdiction (ETJ) of the City of San Antonio and lies within the Edwards Aquifer Recharge Zone. Some properties have sensitive recharge features. 7 Hills Ranch properties may be subject to the soil management requirements set forth by the City of San Antonio and/or rules and regulations by the Texas Commission on Environmental Quality (TCEQ), Edwards Aquifer Authority (EAA) or Comal Trinity Groundwater Conservation District (CTGCD) authorities, as applicable.
- Temporary water connection attached to the subdivision water system during construction will be protected by an approved backflow device.
- Workers should utilize existing power supply sources when available and temporary power generators only when necessary.
- All applicable National Occupational Safety and Health Act (OSHA) regulations and guidelines should be observed at all times.
- Pets and loud entertainment systems are not allowed on the construction site. Construction personnel may not invite or bring family members, friends or guests to the project site. Builders will be required to correct violations immediately upon notice. Policing this requirement is the responsibility of the builder. *If the condition continues after the first warning, the POA will deduct funds from the deposit.*
- Speeding and careless driving will not be tolerated. Contractors and their employees exceeding posted speed limits will be banned from the subdivision.

**The 7 Hills Ranch ACC may take corrective action at any time including, but not limited to, deductions from the security deposit as described herein, entering the site to correct the problem, issuing a Notice of Non-Compliance and/or a Stop Work Order, ordering of mitigation measures, or enforcement by any proceeding at law or as otherwise allowed under state law and the Declaration.**

**THE 7 HILLS RANCH *Construction Guidelines for Property Owners and Contractors* ARE SUBJECT TO 7H RANCH DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ANY AMENDMENTS AS RECORDED IN COMAL COUNTY, TEXAS. IN THE EVENT OF CONFLICT OR INCONSISTENCY BETWEEN THE *Construction Guidelines* AND THE *DECLARATION*, THE *DECLARATION* SHALL CONTROL. 7 HILLS RANCH RESERVES THE RIGHT TO AMEND THE *Construction Guidelines* AS NEEDED TO PROTECT THE ARCHITECTURAL AND ENVIRONMENTAL INTEGRITY OF 7 HILLS RANCH.**

**ACKNOWLEDGEMENT, RELEASE AND INDEMNITY**  
**7 HILLS RANCH ARCHITECTURAL CONTROL COMMITTEE REVIEW**

We, the undersigned Applicants, have read and understand the 7 Hills Ranch Construction Guidelines for Property Owners and Contractors (Rev. 12/18/2019), the House Plan Submission Process and the 7H Ranch Declaration of Covenants, Conditions and Restrictions as they pertain to the real property owned by \_\_\_\_\_(insert Owner’s name) in the 7 Hills Ranch Subdivision locally known as \_\_\_\_\_ (street address), San Antonio, Texas 78266 or identified as Lot \_\_\_\_\_, Block \_\_\_\_\_ in 7 Hills Ranch, Comal County, Texas.

It is our intent to adhere to the Declaration and Construction Guidelines and to submit plans for proposed Improvements and to seek written authorization from the 7 Hills Ranch Architectural Control Committee (“ACC”) prior to the commencement of any construction of any Improvements or development activity whatsoever.

The Applicants acknowledge that they have been advised that the plans will not be reviewed by the ACC for the purpose of making any determinations or recommendations with respect to any of the following:

- (1) Whether the plans or building materials are in compliance with any applicable building codes or governmental regulations, or are adequate or appropriate from the standpoint of structural integrity or safety, engineering soundness or otherwise;
- (2) Whether the plans, including the architectural, structural, foundation and site drainage plans, are adequate, suitable, or appropriate for the site conditions;
- (3) Whether the improvements contemplated will be built over any caves, faults or other unstable conditions or any drainage ways, flood plains or other natural or environmental conditions that may adversely impact any planned Improvements;
- (4) Whether or not the plans are inadequate or inappropriate in any other manner or contain any errors or omissions; or
- (5) Whether or not the actual improvements constructed are in compliance with any approved plans.

Any approval granted, and any inspections performed during construction, shall not constitute any representation or warranty by the 7 Hills Ranch ACC, express or implied.

The Owner and Applicants acknowledge they have been informed as to the following and agree that:

- (1) The ACC’s review and approval of plans and specifications and any inspections performed by the ACC are limited strictly to issues regarding compliance with the Declaration and Construction Guidelines with respect to aesthetic matters;

(2) The ACC's approval of any builders for purposes of allowing them to build in the 7 Hills Ranch Subdivision does not constitute any endorsement or recommendation of such builder, or in any other manner warrant such builder's performance; and

(3) The Owner should do its own investigation and due diligence regarding any builder that it might consider to build their Improvements.

APPLICANTS AND OWNER ACKNOWLEDGE AND AGREE TO THE CONDITIONS AND PROVISIONS SET FORTH IN THIS AGREEMENT AND HEREBY RELEASE THE 7 HILLS RANCH ARCHITECTURAL CONTROL COMMITTEE AND THE 7 HILLS RANCH PROPERTY OWNERS' ASSOCIATION, INC. FROM ANY LIABILITY ASSOCIATED WITH THE REVIEW, APPROVAL, INSPECTION AND CONSTRUCTION OF ANY IMPROVEMENTS.

We understand and agree that in the event the Owner(s), builder or his subcontractors violate these Guidelines, a deduction from the deposit will be permitted and that additional money may be required to be deposited in the account.

\_\_\_\_\_  
*Lot Owner Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Current Street Address*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Contact Phone Number*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Builder Signature*

\_\_\_\_\_  
*Builder – Company / Printed Name*

\_\_\_\_\_  
*Builder's Street Address*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Contact Phone Number*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Lot Owner #2 Signature – (if applicable)*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Current Street Address*

\_\_\_\_\_  
*City, State, ZIP*

\_\_\_\_\_  
*Contact Phone Number*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Date*