

## VV1 Achitectural Agreement Example

### ARCHITECTURAL AGREEMENT EXAMPLE

#### APPLICATION FOR ADDITION OR MODIFICATION OF EXTERIOR OF BUILDING

To the Victorian Village Architectural Committee and/or Board of Directors:

I hereby apply for the following addition or modification to the exterior of the specified building.

**A. General nature of the addition or modification (if this corresponds to an "approved style" as set forth in the Victorian Village Guidebook, 1992 edition, please indicate which style is appropriate):**

**B. If this is supplied by a vendor such as Sears, Home Depot, etc., please give the name of the vendor, manufacturer, and part number: Please attach any appropriate printed material, if available.**

Residents who have made external alterations which have potential for liability for damage or injury (such as a patio cover), must have appropriate insurance for such hazards and be able to provide evidence of such insurance upon request of the Board. VV1 assumes no responsibility for injury or damage caused by structures which are exterior additions or modifications installed by a resident or owner.

**C. If this is not "ready-made to be installed", please attach detailed plans for the addition or modification.**

**D. If possible, please give the location where an example may be examined by the Committee:**

#### THE STATE OF TEXAS COUNTY OF HARRIS

Victorian Village Townhouse Corporation, Section I ("Victorian"), and \_\_\_\_\_ ("Owner") hereby enter into this Architectural Agreement ("Agreement") on the following terms and conditions, to wit:

**1. Property.** The real property and improvements thereto ("Property") subject of this Agreement is a residential unit in Victorian Village Townhouse Apartments, Section I, described as Apartment \_\_\_\_\_ of Building \_\_\_\_\_, Victorian Village Townhouse Apartments, Section I, Harris County, Texas

a/k/a , Houston, Texas 77043.

**2 Ownership.** The Owner hereby covenants and warrants that Owner is the lawful legal and

beneficial owner of the Property, that legal title stands solely in the Owner's name, and that Owner has the full and complete authority to enter into this agreement and bind the Property to the terms hereof.

**3. Alterations.** In strict reliance upon the undertakings of the Owner as set forth herein, Victorian (and its Architectural Committee) hereby gives its consent, pursuant to the Declaration of Covenants, Conditions, and Restrictions of Victorian Village Apartments, Section I, of record at Volume \_\_, Page \_\_, et seq., of the Real Property Records of Harris County, Texas, to the following alterations ("Alterations") to the Property: The addition or modification is to be in strict compliance with the description as set forth in the above application. Installation shall be performed in a good and workmanlike manner and so as to insure no damage to the Property or its architectural appeal. No further alterations or modification of design or implementation may be made without the separate, prior written consent of Victorian.

**4. Installation and Maintenance.** The installation of the Alterations shall be solely at the Owner's expense. The Alterations shall be routinely maintained at the Owner's sole expense in an attractive and satisfactory manner subject to the instructions of Victorian. Victorian shall cause the Alterations to be painted at Owner's expense but shall have no other obligation to maintain or otherwise deal with the alterations. Victorian will have sole discretion as to the color, type of paint and manner of application. Owner will deposit sufficient sums with Victorian to fully reimburse Victorian immediately upon presentation of a bill for painting as well as any other costs incurred by Victorian as a result of the Alterations. Other costs shall include any additional costs caused the Alterations to Victorian in maintaining the exterior property. Such charges shall not exceed the actual cost to Victorian plus ten (10%) per cent thereof. The Owner may elect to perform the maintenance herself/himself, in which case the Owner must obtain agreement with the Victorian Manager as to the work to be performed.

**5. Removal and Restoration.** Victorian may require Owner to remove all or any part of the Alterations for Cause and return the Property to its condition prior to the addition of the Alterations at any time upon sixty days' notice in writing, at Owner's sole expense. Should Owner fail or refuse to so remove the Alterations, Victorian is authorized to effect such removal at Owner's sole expense without being deemed to have committed any trespass.

Cause shall include situations which result from unforeseen structural defects in the Alteration, situations which result from improper installation, or situations which result from failure of the Owner to properly maintain the Alteration in compliance with Victorian policies and procedures.

In the event that the Board determines that the useful life of the Alteration has expired and cannot be satisfactorily maintained, the Owner may be required to remove all or any part of the Alterations and return the Property to its condition prior to the addition of the Alterations at any time upon sixty days' notice in writing, at Owner's sole expense.

**6. Inurement.** This Agreement shall run with the land and be binding upon Owner, and all heirs, successors, and assigns thereof. Any conveyance of the Property or any interest therein shall be void and of no effect unless the purchaser shall formally join in this Agreement.

**7. Obligation.** Owner shall be liable to Victorian for its costs, expenses, and Attorney's fees in connection with the enforcement of this Agreement, whether by Court action or otherwise.

**8. Representation.** Owner warrants and covenants that Owner has been afforded the opportunity to seek the advice of legal counsel of Owner's choosing and does not rely upon any representation of Victorian or its agents in entering into this Agreement.

**9. Execution.** The action of the Owner which results in the accomplishment of the addition or modification described herein, constitutes acceptance of the terms of this agreement on the part of the Owner.