

**OWNER CERTIFICATION, HOLD HARMLESS, WAIVER AND RELEASE OF
LIABILITY**

COVENANTS, STANDARDS AND EASEMENTS

Owner, Authorized Representative, and Contractor (if applicable) hereby agree and certify that:

1. The information included with this Application is accurate and complete.
2. The improvements shall be completed in full compliance with the approved application.
3. The improvements shall not affect existing surface water flows at the lot boundaries.
4. Agents or employees of The Woodlands Township are authorized by you to enter the property during normal business hours to inspect and review the improvements.
5. No Construction or Installation may commence until the action by the Plan Review Committee established under the Covenants and Easements has granted formal approval and a permit has been issued by The Woodlands Township's Covenant Administration Department.

Improvements, including but not limited to swimming pools, associated walls, decking, spas, room additions, and summer kitchens shall not be placed within a covenant easement, other additional easement, or beyond a platted building line. Any improvement constructed within an easement without written consent of the easement holder is subject to removal by that easement holder at the owner's expense. Any approval or action by the Plan Review Committees as established in the Covenants and Standards, only applies to the Covenant Easements. Owners must separately obtain approval for any easements established by other entities. Placement of the improvements is at the owner's risk. ALL EASEMENTS, including but not limited to Covenant Easements and utility easements must be verified and reflected on application materials, including surveys. Any improvements must comply with all Covenants and Standards and Easements.

Owner/Contractor Checklist:

- Verify all Covenants and Easements applicable to your property.
- Ensure Covenants and Easements are represented on your survey and associated materials.
- Ensure all property boundary lines are accurately represented on your survey and associated materials.
- Clearly mark improvements in relation to the Covenant Easement and all other Easements.
- Ensure all materials submitted accurately and completely account for all Easements, platted building lines and other encumbrances and improvements on the property.

Owner understands and acknowledges that The Woodlands Township and the Plan Review Committee do NOT review plans for compliance with applicable laws or codes. It is the duty of the owner and the owner's contractors or consultants to ensure that all proposed improvements comply with applicable laws, codes and sound practices. In consideration of being permitted to propose residential improvements,

Owner expressly agrees to:

- 1) Release, waives, discharges, covenants not to sue, and agrees to hold The Woodlands Township, the Development Standards Committee, Plan Review Committees, and their respective agents and employees.
- 2) Indemnify and hold all aforementioned entities from any cost or liability, damage or claim arising out of the review, approval or construction of any proposed improvements.

Final Notes and Clarifications

- *All approvals granted by the Plan Review Committee are strictly conditional. No work shall be deemed approved unless all applicable conditions are met in full.*
- *Failure to adhere to the conditions outlined in this document may result in enforcement actions, including but not limited to permit revocation, fines, or legal proceedings.*
- *Any uncertainties regarding compliance should be addressed before commencing construction. If for any reason the owner or contractor is unable to comply with the permit conditions, they must contact staff before starting construction.*
- *If an owner is designating a property manager or other representative to act on their behalf, written documentation memorializing such representation shall be provided. Owner acknowledges and agrees that said designated representative is acting solely as their representative and that all acts, omissions, representations, or warranties made by such representative shall be deemed acts, omissions, representations, or warranties of the owner. Owner further agrees that they shall remain fully responsible for any and all consequences arising from the conduct of their representative and agree to indemnify, defend, and hold harmless The Woodlands Township and their respective agents, employees, and representatives from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorney's fee, arising out of or related to the acts or omissions of such representative.*

Property Address: _____

Owner Signature

Printed Name

Date: _____

Authorized Agent (If Applicable)

Printed Name

Date: _____

Contractor Signature (Optional)

Printed Name

Date: _____