

**MOUNTAIN SPRINGS RANCH**  
**Application for Land Clearing**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Lot Number \_\_\_\_\_ Street Address \_\_\_\_\_

Property Owner Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Contractor Information (if applicable)

Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

There are NO fees for the land clearing application.

Land Clearing Deposit is \$1000.00 payable to Mountain Springs Ranch POA

Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_

**AGREEMENT:**

As the property owner and contractor of the above-described construction project, we acknowledge and agree that the work will be performed in accordance with plans and specifications which have been approved by the Mountain Springs Ranch Property Owners Association Architectural Control Committee (ACC).

We further acknowledge and understand that:

1. We have read and understand the Declaration of Covenants, Conditions and Restrictions ("Declaration") and the attached Architectural and Site Design Guidelines ("ASDGs") applicable to the property and will follow and comply with said Declaration and ASDGs.
2. We are responsible for the conduct of all employees, subcontractors and suppliers performing services on this project at all times while they are engaged by us.
3. The work performed with the land clearing authorization is limited to the removal of bushes and trees. Excavating and grading are excluded, and they may only be performed with an approved New Construction Application.
4. The failure to restore the lot to a clean and neat appearance or the presence of unsightly debris on the lot may result in fines imposed by the ACC against the deposit if such conditions are not cured as required by the ACC, in its sole discretion.
5. If the balance of the Deposit reaches \$500.00 or less as a result of non-compliance, land clearing shall cease until the Deposit is replenished to \$1000.00.
6. The balance of the Deposit shall be held until the work secured by the Deposit is completed in accordance with the plans and specification or notices given to the Owner or Builder by ACC regarding outstanding violations of the Declaration or the ASDGs. Within thirty (30) days of completion of the work, as determined by the ACC at its discretion, the Deposit less any fines or deductions shall be returned to the party who paid the Deposit.
7. Owner and/or contractor shall seal all oak tree pruning wounds with pruning sealant to prevent oak wilt disease.

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please submit the required deposit to:

Diamond Association Management & Consulting  
14603 Huebner Rd, Bldg. 40, San Antonio, TX 78230

The completed application may be submitted by email to: [acc@damctx.com](mailto:acc@damctx.com)

Rev 6/26/22