

High Forest Ranch Construction Agreement the "Agreement"

This Agreement, dated _____ (the "Effective Date") is between High Forest Ranch Homeowners Association (the "HOA") and _____, the Owner(s) and/or General Contractor (collectively the "Builder"). Builder desires to build a residential home in High Forest Ranch ("HFR"), on the property known as _____ ("Property") in the City of Colorado Springs, Colorado.

The terms and conditions of this Agreement shall be enforceable under the laws of the

State of Colorado and may be enforced against the Owner and the Association may issue a "stop work" order to Contractor until the violation is resolved.

All parties agree that the Declaration of Covenants, Bylaws, and Design Guidelines ("Governing Documents") of the HOA exist for the benefit of all property owners (the "Members") and that the HOA must have a mechanism in place for the purpose of Covenant enforcement and to ensure the safe and efficient operation of the community.

The undersigned Builder, does hereby acknowledge receipt of the Governing Documents, and further acknowledges that Builder has read, understands, and agrees to be bound by the Declaration, and any additional rules, regulations, and procedures adopted by the HOA.

The Builder recognizes that in the event any of its agents or sub-contractors, or any others acting as agents or employees of these parties violates the Governing Documents, HOA's remedies run to builder and that Builder shall be held in default under this Agreement and may be subject to an assessment of damages and fines.

Therefore, as a requirement of the High Forest Ranch Architectural Control Committee ("ACC") approval process, Builder shall be required to submit a fully executed copy of said Agreement, along with payment to the HOA a deposit in the amount of \$2,000 (the "Deposit") at the time of submitting construction drawings to the ACC for review and approval.

The Deposit shall be held by the HOA in a non- interest bearing account. The Deposit may be increased by the ACC depending upon the scope of the work depicted in the plans if such scope of work is beyond normal building requirements for a Lot within the community.

In the event of a default by Builder under this Agreement or any Governing Documents, the HOA, after notice and an opportunity for a hearing, shall have all rights and remedies available at law or in equity, including but limited to:

1. Fines
2. Enforcement of specific performance
3. Damages and the issuances of a stop work order ceasing all construction activities. The issuance of a stop work order shall not require hearing prior to issuance.

In addition to any remedies set forth above, the HOA may seek from a court of competent jurisdiction declaratory relief against Builder, or any of its agents, contractors, or assigns, enjoining any construction on Property that is not in conformity with such documents approved by the HOA. The Association may deduct from the Deposit any and all fines, costs, fees and damages incurred by the Association after notice and an opportunity for a hearing.

In any action to enforce the Governing Documents, or to collect damages on account of any default, the HOA shall also be entitled to collect all of its costs in such action, including costs of investigation, settlement, reasonable attorneys' fees and all additional costs of collecting any judgment rendered in such default.

In the event the Deposit is completely depleted by fines, costs, or damages, the HOA will notify the Builder by certified U.S. mail as well as email of the requirement to deposit an additional \$2,000 (the "Additional Deposit") which Additional Deposit shall be made within five (5) business days from Builder's receipt of notification. Failure of Builder to deposit the Additional Deposit within the specified time constitutes an automatic suspension of construction approval and all work shall stop until such a time as the Additional Deposit is received. Failure to cease construction activity and meet the Additional Deposit requirement within 30 days of Builder's receipt of notification may result in the Association seeking an injunction. Additionally, in addition to any other rights or remedies contained in the HOA's Policy Regarding Enforcement of Covenants, the HOA may levy an additional fine of \$1,000 (one thousand dollars) per week after notice and an opportunity for a hearing commencing Outstanding fines that are not paid through either the Deposit or any Additional Deposit or any other means will be evidenced by a recordation of a lien on the property and enforced as set forth in the HOA's policy regarding Collection of Assessments and/or Enforcement of Covenants which may include remedies available at law or in equity.

Builder shall be entitled to a refund for any remaining balance of the Deposit or an Additional Deposit upon completion of construction, as evidenced by El Paso County Regional Building Department's issuance of a Certificate of Occupancy and final sign off from the HOA's ACC. Said refund will be returned to the original depositor within 30 days of Builder's written request and ACC sign off. Such request shall be in writing and include a copy of the Certificate of Occupancy for subject Property. All requests shall be submitted to the acting ACC. Such refund of Deposit shall constitute an automatic expiration of this Agreement.

Although fines for violations of the Governing Documents are entirely at the discretion of the HOA and subject to change at any time, the HOA has developed a standard fine schedule to convey the importance of Covenant adherence. This fine schedule is available upon request to the ACC. An example of this type of violation is the removal of a tree or trees from a property, in violation of the Covenants without prior written approval from the ACC. Any violations of the Governing Documents prior to the execution of this Agreement, or after the expiration of this Agreement shall be subject to the general policies and procedures of the HOA.

Notwithstanding anything contained herein, in the event Builder damages the community beyond the Deposit and any Additional Deposit, the Builder shall be liable for any and all damage to the community caused by Builder, which shall be due upon demand.

Property Owner(s) Signature ("Builder")

Date

General Contractor Signature ("Builder")

Date