



CONSTRUCTION COMPLIANCE AGREEMENT

BY AND BETWEEN

EAGLE RANCH HOMEOWNERS' ASSOCIATION

AND

Owner/Representative

Contractor

Name: _____	Name: _____
Mailing Address: _____ _____	Mailing Address: _____ _____
Email: _____	Email: _____
Phone: _____	Phone: _____

This Compliance Agreement ("**Agreement**") is made by and between the Eagle Ranch Homeowners Association acting through its authorized agents, the Design Review Board ("**DRB**"), the DRB Administrator and the HOA Management team, and the Owner, Representative and Contractor ("**ORC**").

Owner is the record owner of real property located in Eagle County, Colorado described as Eagle Ranch Filing_____, Block_____, Lot_____, also known by street address as _____ ("**Property**").

Owner acknowledges and agrees its Property is subject to the jurisdiction of the DRB as described in the Eagle Ranch Governing Documents (CC&Rs), which include, but are not limited to: The Declaration for Eagle Ranch, The Eagle Ranch Design Guidelines, THE PUD Guide for Eagle Ranch and The Eagle Ranch DRB Inspections and Construction Regulations.

AGREEMENT

1. Construction Activity and Drawing Set of Record

- (a) The term "**Construction Activity**" as used in this Agreement shall mean all phases and aspects of the construction of improvements, alterations and landscaping proposed by the Owner and its Drawing Set of Record and all materials submitted therewith to the DRB (see subparagraph 1b).
- (b) The term "**Drawing Set of Record**" as used in this Agreement refers to the drawing set stamped in approval by the DRB and issued at Technical Review.

2. Changes During Construction

The owner is responsible for obtaining DRB approval for any variation from the Drawing Set of Record **before implementation**. A review of proposed changes may be required at a regularly scheduled meeting. Approved Changes During Construction shall be incorporated into the Drawing Set of Record.

_____By initializing, ORC acknowledges Changes During Construction

3. Continuity of Construction

As provided in Section 6.11.5 of the Declaration for Eagle Ranch, all improvements and construction commenced on the Residential Lots will proceed diligently and will be **completed within fifteen (15) months** after commencement, unless an exception is granted in writing by the Design Review Board.

_____ By initializing, ORC acknowledges the Continuity of Construction

4. DRB Inspections and Approvals During Construction Activity

During Construction Activity, certain milestones shall require inspection and approval by the DRB, including:

- (a) **Pre-Construction Meeting**
- (b) **Color and Material Mockup**
- (c) **Improvement Location Certificate with Ridge Height(s)**
- (d) **Certificate of Compliance Review**

_____ By initializing, ORC acknowledges DRB Inspections

5. Limits of Disturbance

- (a) Per the PUD Guide for Eagle Ranch C.9:

Construction disturbance on any lot over 1/2 acre that is located within Eagle Ranch Filings 8, 22, 24, and 25 shall be limited to 16,500 square feet Limits of Disturbance, ("**LOD**"). All portions of a lot outside of the LOD shall be retained in its natural state. No grading, vegetation manipulation or landscaping shall be permitted on these lands with the following exceptions, which require DRB approval:

- 1) Wildfire mitigation
- 2) Underground utility crossings (must be revegetated to a natural condition)
- 3) Noxious weed control
- 4) Limited plantings outside the Limits of when a conflict arises between required minimum plantings and best practices for wildfire defensible zones

_____ By initializing, ORC acknowledges the Limits of Disturbance

6. Construction Site Cleanliness

- (a) Construction sites are to be maintained daily and kept free of loose trash and debris.
- (b) Neighboring properties are to be respected and protected. Contractor(s) shall employ dust mitigation controls.
- (c) Streets will be kept free of mud, dirt, and debris.
- (d) Dumpsters and roll-offs will be tarped nightly when not in use and during removal from the site.
- (e) Perimeter fencing will be maintained and kept in good order for the duration of the construction activities. Contractor will notify the DRB or the DRB Administrator of the anticipated removal date.

_____ By initializing, ORC acknowledges Construction Site Cleanliness

7. DRB Enforcement

- (a) Authority to Enforce: The DRB, including its agents, may act on behalf of the Eagle Ranch Association's Executive Board to enforce the CC&R's and this Agreement.
- (b) Determination of non-compliance: The DRB, on its own initiative or in response to a complaint or report filed by any person, is authorized to determine whether Owner's Construction Activity violates, or is non-compliant with the CC&Rs and/or this Agreement.
- (c) Remedies for non-compliance: The DRB may impose monetary fines (deducted from the Compliance Deposit), enter the property to remove nonconforming improvements, restrict access to the community for Owner's agents or pursue legal or equitable remedies.
- (d) Notice of non-compliance: Written notice (via e-mail) will be provided to the Owner and/or Contractor of

any non-compliance issues or violations, along with a corresponding remedy and cure time (if applicable) and any possible deposit deductions.

(e) Hearing and Appeals: Owner has a right to a hearing and/or appeal as outlined in the Association CC&Rs.

8. Compliance Deposit

- (a) Payment: Owner must deposit **\$20,000** with the DRB upon signing of this agreement via a personal check, a cashier's check, or a letter of credit.
- (b) Use of deposit: If violations or non-compliance issues are not cured within the specified time, or if the Owner fails to meet DRB inspection milestones, the DRB may deduct fines, legal fees, or costs from the Compliance Deposit.
- (c) Return of deposit. Upon the DRB's issuance of a Certificate of Compliance, the Compliance Deposit (or such unused portion of the Compliance Deposit, if any, as remains upon the issuance of such Certificate) shall be returned to the Owner upon Owner's written request.

9. Duration of Agreement.

This Agreement shall remain in effect until all improvements, alterations, and landscaping proposed by Owner for the Property and approved by the DRB are completed and the DRB has issued a Certificate of Compliance.

OWNER, REPRESENTATIVE or CONTRACTOR

Print Name

Signature

Date

DESIGN REVIEW BOARD or ADMINISTRATOR

Print Name

Signature

Date