

AGREEMENT AND NOTICE OF ARCHITECTURAL REVIEW CONDITIONS

RASPBERRY MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC.
P. O. BOX 932, LA VETA, CO 81055

Parcel(s) # _____

Name of Property Owner(s): _____
(Enter name(s) of Property Owner(s) as appearing on Deed)

Address of Property Owner(s) _____

Raspberry Mountain Ranch Property Owners Association, Inc. ("Association") has granted the Property Owners(s) named above approval to construct improvements upon the Property described on the Architectural Review Application in accordance with the Declaration of Covenants, Conditions and Restrictions of Raspberry Mountain Ranch recorded March 31, 2010 in the Huerfano County records. All improvements shall be constructed in accordance with the Architectural Review Application and as approved by the Association "Conditions". Upon completion of the improvements, the Association shall inspect the Property for compliance with the Conditions. If all improvements have been constructed in compliance with such Conditions, the Association shall refund the Performance Deposit. The Property Owner may apply to the Association for an additional one (1) year extension. This Notice shall be binding upon the heirs, representatives, successors and assigns of the parties hereto and shall bind, run with and be appurtenant to the Property described above.

HOLD HARMLESS ACKNOWLEDGEMENT

There shall be no liability on the Board of Directors, the Architectural Review Committee (hereinafter referred to as the ARC), nor any authorized committee representative of the Association for any loss, damage or injury arising out of or in any way connected with, the performance of the duties of the ARC.

OTHER CONSIDERATIONS

1. I will pay for and secure any/all necessary licenses and permits as may be required by law and will not start on the improvement until I have obtained all required approvals and permits. Approval of the improvement or change by the Association DOES NOT constitute approval by local governmental entities, including but not limited to local building or zoning departments; nor drainage design, nor structural soundness.
2. I will be responsible for future maintenance and repairs of the improvement or change. The Association will NOT maintain the improvement, nor will the Association be responsible for repairing any damage to the improvement, nor any damage caused as a result of the improvement. In the event the construction of the requested improvement or change causes damage to any other property within the community, I will bear the full responsibility for that damage.
3. I agree at all times to keep the Property in a reasonably neat and clean condition and to prevent trash and building materials from blowing off-site. I will be responsible for immediate, proper disposal of any/all trash, debris,

materials, etc. generated as a result of the work. Use of Association trash receptacles is prohibited.

4. I must contact the Association for a final inspection when the improvement is complete and I authorize entry onto my property for exterior inspection.

5. If the improvement as built or completed does not conform to the improvement as approved by the ARC, upon written request of the ARC, I will at my own expense and cost, promptly restore the property to substantially the same condition as existed prior to commencement of the improvement.

I have read, understand and agree to be bound by this Agreement and Notice of Architectural Review Conditions, the Hold Harmless Acknowledgement and Other Conditions.

Signed this ____ day of _____, _____
By _____

President, Raspberry Mountain Ranch Property Owners Association, Inc. a Colorado non-profit corporation

And

Property Owners(s)

Signature

Print Name

Signature

Print Name

The foregoing Notice of Architectural Review Conditions was acknowledged before me this _____ day of _____ 20____

Witness my hand and official seal.

My Commission expires _____.

Notary Public STATE OF COLORADO
