



**Woodmoor**

Improvement Association  
1691 Woodmoor Drive  
Monument, CO 80132 Ph: (719) 488-2693  
www.woodmoor.org

## CONSTRUCTION COMPLIANCE AGREEMENT

The undersigned, as owner or authorized agent of the owner (hereinafter called "Owner") of the property described below (the "Lot") agrees with the Woodmoor Improvement Association, a Colorado non-profit corporation (the "WIA") as follows:

1. Compliance with Documents. Owner has received, read and understood the WIA's Covenants, Conditions and Restrictions (the "Covenants") recorded against the Lot, the WIA's Design Standard regulations (the "Rules"), and any other agreements or documents which are listed below, all of which are called the "Operative Documents" and are incorporated herein by the reference. Owner covenants and agrees to comply fully, timely and completely with the Operative Documents and with the plans approved and all requirements imposed by the WIA's Architectural Control Committee (the "ACC"). The plans as approved by the ACC may be changed only after the approval of a written change request; no changes may be started prior to such approval.
2. Payment of Compliance Fee. Owner agrees to pay the compliance fee stated below (the "Compliance Fee"), together with any other sums reasonably required by the Operative Documents. Payment of the Compliance Fee by anyone other than Owner, for example the contractor and signature of this Agreement by that person shall be presumed to have been made with the agency, authority and knowledge of Owner. The Compliance Fee will be held by the WIA without interest to Owner; any interest, shall be paid to the WIA for its administrative and other expenses
3. Retention of Compliance Fee. The Compliance Fee will usually be retained by the WIA according to the following schedule:

100%	Extreme non-compliance: e.g. over height, setbacks, etc.
50%	Pouring foundation without monitor approval
50%	Pouring foundation without a required survey to WIA/ACC
15%	Major exterior changes without ACC approval: e.g. adding a deck, changing from cedar to stucco, etc.
5%	Other exterior changes without ACC approval: e.g. for each window removed, added or changed; each chimney omitted or added; stairs omitted or added; drive-way change; retaining wall; color change; adding or omitting a bump-out, etc.

The WIA reserves the right to change the above retention schedule in its discretion and may increase retention percentages for willful or injurious non-compliance or other violations. Owner agrees that the entire Compliance Fee may be retained by the WIA in its general funds as liquidated damages because actual damages will be difficult or impossible to calculate and because of the expenses and costs likely to be incurred by the WIA. The Compliance Fee may also be used in whole or in part to pay for any services provided by the WIA or for remedial services, including but not limited to trash removal, sanitary services, fencing, filling of unguarded excavations, restoring construction damage to the green belt, protecting uncompleted structures and similar services. In addition to retention of the Compliance Fee, the WIA may exercise any or all of its legal and equitable rights set forth in Paragraph 7 hereof or otherwise.

4. Payment of Project Monitor. The WIA will retain and pay its Project Monitor ("PM") for up to one hour of consultation with the Owner, or the contractor. The PM's sole purpose shall be to explain any disapproval of submitted plans; any additional time spent by the PM in explaining the disapproval of submitted plans will be paid by the Owner at the rate then in effect for the PM. Owner or contractor may retain the PM for additional architectural or design services at his regularly scheduled professional fee, and under such circumstances, the PM shall be working solely for Owner or contractor and not as agent or representative of the WIA. The PM will bill Owner or contractor directly for any services rendered in excess of the one-hour consultation paid from the Compliance Fee.

5. WIA Inspection. The Compliance Fee shall only be returned if a written application for refund is made to the WIA and Owner obtains an acceptable final written report by the WIA Project Monitor. In his final report, the WIA Project Monitor shall state that he has made a final inspection of the construction, that all details of the finished construction appear to conform to the WIA approved plans and specifications, or to any WIA approved change request. If the WIA Project Monitor requires corrective action, which Owner fails or refuses to undertake, the entire Compliance Fee will be retained by the WIA, which may exercise its other rights also. Similarly, if any construction is pursued without inspections or approvals required by the Operative Documents, (for example, pouring foundation without prior approval of siting forms by the monitor), the entire Compliance Fee will be retained by the WIA. In the event of any disagreement between the Owner and the Project Monitor as to whether construction is in total compliance with the plans and specifications, the procedures of the Manual and the Rules shall be used in an attempt to resolve the dispute.

Owner shall be solely responsible for the compliance of the construction with the Operative Documents, even if Owner delegates or relies upon such contractors or professionals in the construction. For example, Owner is responsible for obtaining an accurate survey and staking of foundations and improvements. The review and approval of any aspect of the construction by the monitor or the ACC does not ensure quality of construction, compliance with law, or performance by any contractor, and Owner shall look solely to those contractors or parties performing such construction, and shall be responsible for the acts and omissions of such contractors and persons.

6. Procedure for Return. Owner has one year from the time of approval of plans and specifications by the WIA to complete all construction. If Owner does not apply for a refund of the Compliance Fee within that one-year period, the WIA will inform Owner by mail at his last known address. If no application for return of the Compliance Fee is made within 90 days after the notice has been mailed, by certified mail, return receipt requested, the WIA Project Monitor will make a final inspection and return all of his files and reports to the WIA office and the entire Compliance Fee shall be paid to the WIA for transfer to its general fund.

7. Enforcement Rights. The payment of the Compliance Fee to the WIA shall not prevent or impair the WIA's right to impose additional fines pursuant to the WIA's Rules and shall not bar the WIA from taking any legal or equitable action against Owner or other persons, including without limitation, obtaining an injunction or temporary restraining order without the deposit of a bond, to enforce the Operative Documents and decisions of the WIA. In the event that this Agreement or any obligation under the Operative Documents or the decisions of the WIA must be enforced by the WIA through legal proceedings or advice, the WIA shall be entitled to recover all of its costs and expenses of such enforcement including, without limitation, reasonable attorney's fees. Similarly, the Compliance Fee may be applied, in whole or in part, towards any costs and expenses of enforcement. No approval and no act or omission by the WIA, the ACC, the monitor or other representative shall waive any provision of the Operative Documents or constitute any estoppel or bar to enforcement of the Operative Documents.

8. RELEASE OF CLAIMS. OWNER UNDERSTANDS AND AGREES THAT THE WIA IS A NON-PROFIT CORPORATION REPRESENTING ITS MEMBERS AND THAT THE ACC, THE MONITOR, AND THE WIA'S BOARD AND AGENTS ARE VOLUNTEERS ACTING WITHOUT COMPENSATION AND PROTECTED BY STATUTORY IMMUNITIES. OWNER, FOR HIMSELF, HIS CONTRACTORS, HEIRS, AGENTS, SUCCESSORS AND ASSIGNS WAIVES, RELEASES AND INDEMNIFIES THE WIA, THE ACC, THE MONITORS, AND THEIR SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES AND DAMAGES RELATING TO THE APPROVALS, INSPECTIONS, STATEMENTS, AND CONSTRUCTION DESCRIBED IN THIS AGREEMENT. THIS RELEASE SHALL BE IN ADDITION TO STATUTORY IMMUNITIES FOR SUCH PERSONS AND ENTITIES. OWNER ASSUMES ALL RISKS AND RESPONSIBILITIES RELATING TO SUCH CONSTRUCTION.

IN WITNESS WHEREOF, the undersigned have executed this Construction Compliance Agreement this day of \_\_\_\_\_, 20\_\_.

OWNER \_\_\_\_\_ OWNER \_\_\_\_\_  
(Print) (Print)

OWNER \_\_\_\_\_ OWNER \_\_\_\_\_  
(Signature) (Signature)

LOT NO. \_\_\_\_\_ FILING \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_

COMPLIANCE FEE \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

WOODMOOR IMPROVEMENT ASSOCIATION,  
a Colorado non-profit corporation by \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENTS: APPLICATION FOR NEW CONSTRUCTION,  
LANDSCAPING AGREEMENT, OTHER: \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public