

ACKNOWLEDGMENT AND AGREEMENT

The undersigned has submitted construction plans (residential, garage, remodeling/addition plans, play structure, etc.) for approval to the Hidden Cove Owners Association (HCOA). The undersigned have read and understand the Hidden Cove Owners Association's Restrictive Covenants and Building Regulations, and the undersigned agree to comply with them in their entirety.

Upon approval of the plans, the undersigned agree to build the residence exactly as per approved plans and sizes, including but not limited to exterior elevations, site location, exterior materials, driveways and retaining walls. The issuance of a permit or approval of the plans and other data shall not be construed to be an approval for or an approval of any violation of any provision of the Restrictive Covenants and/or Building Regulations. The issuance of an approval based upon plans, specifications and other data shall not prevent the HCOA from thereafter requiring the correction of errors in said plans, specifications and other data or from stopping building operations being carried on thereunder when in violation of the Building Regulations, Restrictive Covenants and/or written HCOA terms, conditions or approval requirements. Any changes desired after plan approval by the HCOA shall be resubmitted to the Board of Trustees for further review.

In consideration for approval of the construction plans, the undersigned further agree to be responsible for all additional costs of enforcing the Restrictive Covenants and Building Regulations, including reasonable attorney fees, in case of default by the undersigned. The undersigned acknowledge responsibility for any changes and may be required to remove or tear out any work already completed which has not had the necessary approval in writing.

I further agree to place a construction site maintenance deposit with the HCOA for the purpose of covering any damage or expenses incurred by the HCOA or its agents as a result of any breach or default by the undersigned of the Restrictive Covenants, Building Regulations, and/or written terms, conditions or requirements.

Any attorney fees incurred by the Association will be an additional expense over and above the maintenance deposit. Any additional expenses may be levied by the HCOA as a lien upon the real property interests of the owner. In the event of any such breach or default, the undersigned authorizes the HCOA to disburse any portion of the deposit necessary to reimburse the HCOA for any such damage or expense.

The construction site maintenance deposit, less any charges or forfeitures as mentioned above, will be refunded to the owner or his agent upon written notification of completion of the project, including but not limited to all landscaping, retaining walls and final occupancy certificate from Summit County.

Builder/Contractor

License Number

Date

Property Owner(s)

Lot Number/Address

Date

HC-BldgAgree