

PAGOSA LAKES PROPERTY OWNERS ASSOCIATION, INC.

BUILDING AND CONTRACTOR AGREEMENT

(SECTION IV of the Building Package)

In consideration of a Pagosa Lakes POA building permit being issued for construction work to be done at _____ (Physical Address), which is located within the Pagosa Lakes Property Owners Association, _____ (Subdivision), for _____ (Owner), _____ (Owner) and _____ (Contractor) acknowledge and enter into an agreement with the PLPOA as follows:

1. All structures will be constructed in accordance with the Building Application, plans and specifications as submitted to and approved by the Environmental Control Committee. Any deviation from the approved plans will result in a penalty as outlined in the PLPOA Neighborhood Rules and Regulations.
2. Permission is granted to the ECC and/or its representatives to access the property to assure that the building being constructed conforms to the application package details that were approved by the ECC. In verifying these details, the ECC assumes no responsibility whatsoever for the structural aspects of the building being installed or constructed. The number of spot checks conducted is entirely at the discretion of the ECC and/or its representatives, but it is anticipated they may occur as follows:
 - Prior to consideration by the ECC, the foundation corners shall be staked out to assure the house will be sited in accordance with the approved ILC, and all trees to be cut shall be flagged.
 - Spot-checks at various intervals before and during construction.
 - Final spot-check to assure that materials, architectural design, and colors of the exterior conform to the approved plans and application package details.
3. All structures built or placed on a lot shall comply with the most recent applicable Archuleta County Building Code, including electrical, plumbing, and mechanical codes as may apply. Owner and Contractor, and not the PLPOA/ECC, are responsible for ensuring compliance.
4. All excavated materials, construction materials, tools, construction debris, and equipment shall be kept within the boundaries of the property on which the contractor is working.
5. No open burning by the contractor or others at the building site will be permitted without a burning permit issued by the Pagosa Fire Protection District.
6. All contractors will be required to provide a trash receptacle on site. All construction debris shall be removed from the building site and be disposed of properly at least monthly.
7. The building requirements of the PLPOA require the installation of an enclosed, freestanding, operating, self-contained portable toilet for use by anyone at the construction site. The portable toilets are required on all projects where there is not an existing working toilet facility. The facility shall be available from the date the foundation is started until such time as the indoor toilets are operational. This facility is for temporary use during the construction period only and shall be promptly removed upon the completion of the construction.

8. Road cut permits must be obtained from Archuleta County. The road must be restored to its original condition. This includes going back one year after date of completion to make any required repairs. The Owner does hereby promise and agree to install a storm culvert at the driveway entrance in accordance with Archuleta County specifications. If damage to the road or drainage ditch occurs during installation, construction, and up to one year from the date of completion, the Property Owner is responsible for repairing damage and returning all aspects of the road to its original condition at the Property Owner's expense to the satisfaction of the appropriate road authority.
9. All construction work will take place between 7:00 a.m. and 8:00 p.m., local time, Monday through Saturday; and 9:00 a.m. and 8:00 p.m, local time, Sunday.
10. All trees, including Gambel Oak, will be protected throughout construction. It is agreed that neither the contractor or their subcontractors will drive, park vehicles or stack construction material within the drip line of trees.
11. Upon completion, a copy of the Certificate of Occupancy shall be provided to the PLPOA/ECC office.
12. The Property Owner and Contractor understand that, in the event that legal action is required to enforce the terms of this agreement or any of the terms contained in the PLPOA Building Package, Declaration of Restrictions and/or Rules & Regulations affecting the Property Owner's property, that if the PLPOA prevails, the Property Owner will be required to pay reasonable attorney fees and costs incurred by the PLPOA.

In further consideration for obtaining this or any other building permit within the boundaries of the Pagosa Lakes Property Owners Association, I hereby agree to be subject to the following schedule of violations and fines as published by the Association. This violation and fine schedule is confined to me, as contractor, and not to the owner of any property for which I/we am/are retained to perform services. The continuing schedule of offenses and fines to which I make myself subject, will run concurrently with all of my activities while a contractor within the Pagosa Lakes Property Owners Association, and are not limited to the property for which this specific Agreement is given. The list is not all-inclusive, Contractors are also subject to other codes outlined in the Pagosa Lakes Property Owners Association Neighborhood Rules and Regulations.

1. Structure not constructed to comply with the Building Application, plans and specifications as submitted and approved by the Environmental Control Committee. \$100.00 for the first time offense; \$200.00 for second and incrementally doubled for each subsequent offense within a one-year period, whether or not such second or subsequent offense occurs on the same property.
2. Excavated materials, construction materials, tools, construction debris, and equipment outside boundaries of the property on which the contractor is working. \$100.00 for the first time offense; \$200.00 for second and incrementally doubled for each subsequent offense within a one-year period, whether or not such second or subsequent offense occurs on the same property.
3. Failure to place a trash receptacle on site. \$100.00 for the first time offense; \$200.00 for second and incrementally doubled for each subsequent offense within a one-year period, whether or not such second or subsequent offense occurs on the same property.

4. Construction debris not removed from the building site and disposed of properly at least monthly. \$100.00 for the first time offense; \$200.00 for second and incrementally doubled for each subsequent offense within a one-year period, whether or not such second or subsequent offense occurs on the same property.
5. Failure to comply with building requirements of the PLPOA to install an enclosed, freestanding, operating, self-contained portable toilet at the construction site. \$100.00 for the first time offense; \$200.00 for second and incrementally doubled for each subsequent offense within a one-year period, whether or not such second or subsequent offense occurs on the same property.
6. All construction work will take place between 7:00 a.m. and 8:00 p.m., local time, Monday through Saturday; and 9:00 a.m. and 8:00 p.m, local time, Sunday. \$100.00 for the first time offense; \$200.00 for second and incrementally doubled for each subsequent offense within a one-year period, whether or not such second or subsequent offense occurs on the same property.
7. Tree damage and/or non-protection - Refer to Rules and Regulations.
8. Failure to provide a copy of the Certificate of Occupancy to the PLPOA upon completion of project. \$100.00 for the first time offense; \$200.00 for second incrementally doubled for and each subsequent offense within a one year period, whether or not such second or subsequent offense occurs on the same property.

I further acknowledge that I/we have received and will comply with the requirements set forth herein, as well as all of the provisions contained in the PLPOA/ECC Building Package, Declaration of Restrictions and the Neighborhood Rules and Regulations and be subject to their accompanying fines and/or sanctions as noted in the attached Contractor Violations Addendum.

Delinquent fines will be subject to collection utilizing all remedies available to the Association, to the extent permitted by law, including reasonable legal fees and costs of collection.

Signed this _____ day of _____, _____.

Property Owner's Signature

Contractor's Signature

Property Owner's Name (Please Print)

Construction Company Name (Please Print)