



Woodmoor

IMPROVEMENT ASSOCIATION
1691 Woodmoor Drive
Monument, Colorado 80132
(719) 488-2693 • Fax (719) 481-8461
E-mail: wia@woodmoor.org

September 13, 2023

Luke S. & Lindsey Lokowich
19840 Hidden Springs Glen
Monument, CO 80132

RE: **Lot 93 Top O' the Moor II**
19840 Hidden Springs Glen
Monument, CO 80132

Dear Mr. & Mrs. Lokowich,

The Architectural Control Committee (ACC) met on September 13, 2023 and reviewed your application for a Major Modification – garage addition project located at **19840 Hidden Springs Glen**. After careful review and consideration, the ACC has **APPROVED** your major modification application, as submitted, pending; (1) payment of all fees (Please see below); (2) signing and notarizing of the Woodmoor Construction Compliance Agreement; (we have two notaries here at the office) (a blank Construction Compliance agreement is in the approval packet PDF). This project approval has an expiration date of 9/12/2024.

Fees for a major modification project are; (1) administrative fee of \$1000 (non-refundable) and; (2) a \$2,500 construction compliance deposit fee, which is fully refundable upon successful completion of the project. All checks (separate checks please) are payable to "WIA" and are due upon approval of the project. Checks can be mailed or dropped off at the WIA office.

Please note that pursuant to the Project and Design Standards Manual (PDSM) and the Construction Compliance Agreement, concrete foundation footers shall not be poured until the Owner/Contractor has provided the ACC Administrator an opportunity, of at least two (2) business days, to inspect form placement and to validate that the location is consistent with the approved plans. The forms need not be completed prior to the ACC Administrator's review, but they must be sufficiently complete to establish the shortest distance of the footer to all property boundaries. If the ACC Administrator is not called to inspect the footers prior to pouring them, fifty (50) percent of the compliance fee deposit will be forfeited. If the foundation footers are to be poured in multiple pours, then the above condition shall apply to the first pour and any subsequent pours as determined by the ACC Administrator, so that the complete location of the structure on the property, relative to all boundaries and the existing structure can be fully observed and documented by the ACC Administrator. *****Note, the ACC approved the project packet attached, any changes to the approved project packet will require a change order.*****

The ACC approved this project based on information supplied to it by the property owner and the ACC Administrator. Neither the ACC nor the ACC Administrator warrants the location of the structure as it pertains to any property line or any easement/setback line(s). The ACC and the ACC Administrator are not licensed surveyors, but have made reasonable assumptions based on the information provided by; the property owner, publically available information from government entities, public domain websites, and the contents of the WIA lot files/building plans.

All Change Orders for the location of the build or to the exterior of the Major Modification project are to be filed with the ACC Administrator at the WIA Office. Based on the complexity of the Change Order, it is at the discretion of the ACC

Administrator to approve the Change Order in the office or to refer the Change Order to the ACC for approval. Any project changes from the approved plans without an ACC approved Change Order will be grounds for withholding a portion of, or the entire Compliance Fee deposit. All Change Orders have a \$25 Administrative fee. More than one change may be placed on a single Change Order at the discretion of the ACC Administrator or the ACC.

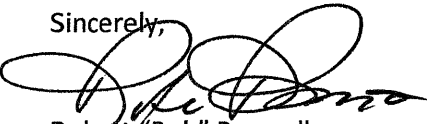
The construction portion of the project has an expiration date of 9/12/2024, the landscaping portion has an expiration date of 3/12/2025. Extensions can and may be granted based on unforeseen events delaying construction. The project will be considered complete by the ACC Administrator when all exterior and landscaping work is complete. Interior work does not fall under the purview of the ACC. If it is determined that this project will exceed the expiration date, a written request to the ACC for a deadline extension of either 90 or 180 days, must be received by the ACC Administrator at least fifteen (15) days prior to the original expiration date. If the expiration date is not met or prior approval for an extension is not obtained, twenty (20) percent of the compliance fee is subject to forfeiture for every thirty (30) days that the project remains incomplete. After which time the compliance fee is exhausted, the matter will be referred to the WIA Covenants Enforcement Director for additional action.

Please note that construction hours are Monday thru Saturday 7AM to 7PM and Sundays and Legal Holidays 12:00 noon to 7PM. No construction work is allowed on Thanksgiving Day or Christmas Day. Unnecessary noises such as load radios are prohibited at any time. After hours noise complaints that are verified by Woodmoor Public Safety (WPS) are subject to a \$100.00 fine for the first occurrence, with fines growing progressively larger for each subsequent offense.

The ACC wants to ***emphatically emphasize*** that it is the responsibility of the Owner/Owner's agent to be familiar with the Woodmoor Covenants, the WIA Rules and Regulations, including the PDSM and applicable laws and building codes for El Paso County. The ACC Administrator and the Committee attempt to articulate and disseminate as much information as possible concerning the scope of the WIA's requirements and purview over a construction project but it is by no means to be considered "all encompassing" of the Rules and Regulations. Owners and/or their agents/contractors are strongly encouraged to read and review all of the aforementioned documents, which are available in the WIA office or on our website www.woodmoor.org.

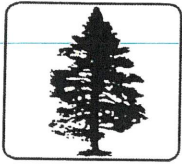
If you have any further questions please contact me at the WIA office, (719) 488-2693 Extension 3.

Sincerely,



Robert "Bob" Pearsall
Architectural Control Administrator
Woodmoor Improvement Association

cc: Property File
Enclosure(s): 6



Woodmoor™

POSTED

WIA ARCHITECTURAL CONTROL COMMITTEE

APPROVED

DISAPPROVED

DATE: 9/12/2023

[Signature]
DIRECTOR/Administrator

APPLICATION FOR MAJOR MODIFICATION PROJECT

OWNER/OWNER'S AGENT NAME: Luke S. Lokowich PHONE: 318-230-5941

CURRENT ADDRESS: 19840 Hidden Springs Glen, Monument, CO 80132

ADDRESS OF PROPOSED PROJECT: Same as above

LOT LEGAL DESCRIPTION: LOT 93 BLOCK _____ FILING Top O' the Moor II

CONSTRN CONTRACTOR'S NAME: Self PHONE: 318-230-5941

CONSTRN CONTRACTOR'S ADDRESS: Same as above

| PROJECT SCHEDULE | PROJECT DESCRIPTION (check one) | PROJECT DESCRIPTION/DETAILS |
|---|---|--|
| ESTIMATED START DATE <u>10-1-2023</u> | <input checked="" type="checkbox"/> ADD SQ. FT. TO AN EXISTING RESIDENCE (INCL. GARAGE) | Garage addition to North side of existing garage, approx 16' x 36' |
| ESTIMATED COMPLETION DATE <u>9-30-2024</u> | <input type="checkbox"/> CREATE AN EXTERIOR ENCLOSURE | |
| | <input type="checkbox"/> ADD TO OR ALTER AN EXISTING ROOF LINE | |
| | <input type="checkbox"/> ADD AN ANCILLARY BUILDING | |

| | | | | | | | | |
|-----------------------------------|------------|-----------|-----------|-----------|-------------|-----------|-------------|-----------|
| SITE SETBACKS (as stated in PDSM) | FRONT (ft) | <u>40</u> | REAR (ft) | <u>40</u> | SIDE 1 (ft) | <u>20</u> | SIDE 2 (ft) | <u>20</u> |
|-----------------------------------|------------|-----------|-----------|-----------|-------------|-----------|-------------|-----------|

PROPOSED MATERIALS AND COLORS: *All exterior finishes/colors must include manufacturer's name, product number, and color chart, and must comply with the requirements set forth in the Project Design Standards Manual.*

| MATERIAL TYPE | MANUFACTURER | PRODUCT NAME | COLOR NAME |
|--------------------|------------------------|--------------|------------|
| ROOF | Match to existing home | | |
| EXTERIOR FINISH 1 | Match to existing home | | |
| EXTERIOR FINISH 2 | Match to existing home | | |
| EXTERIOR FINISH 3 | Match to existing home | | |
| WINDOW FRAMES | Match to existing home | | |
| DOOR FRAMES | Match to existing home | | |
| DOORS | Match to existing home | | |
| GARAGE DOORS | Match to existing home | | |
| GUTTERS/DOWNSPOUTS | Match to existing home | | |
| VENTS/TRIM | Match to existing home | | |
| RETAINING WALLS | Match to existing home | | |
| OTHER 1 | | | |
| OTHER 2 | | | |

| | | | |
|--|--|---|---|
| REQUIRED FEES & SUBMITTALS (in addition to this New Construction Application form) | <input checked="" type="checkbox"/> CONSTR COMPLIANCE FORM | <input type="checkbox"/> CERTIFIED SURVEY | <input checked="" type="checkbox"/> FLOOR PLAN |
| | <input checked="" type="checkbox"/> ADMIN FEES \$1000 | <input checked="" type="checkbox"/> SITE PLAN | <input checked="" type="checkbox"/> EXTERIOR ELEVATIONS |
| | <input checked="" type="checkbox"/> COMPL. FEES \$2500 | <input type="checkbox"/> LANDSCAPING PLAN | <input checked="" type="checkbox"/> BLDG CROSS SECTIONS |

I/We hereby certify that I/We have read the Covenants, Rules and Regulations, including the Project Design Standards Manual, and the conditions and restrictions recorded with the deed for this property, and will fully comply with all provisions of each. I/We understand that approval of this application for construction by the ACC does not ensure construction quality or construction contractor performance.

I/We agree that: (a) I/We am/are fully responsible for all contractors and subcontractors working on this project, (b) the project will be completed in strict accordance with the plans approved by the ACC, and (c) any changes to the approved plan will be submitted to the ACC for approval prior to the changes being incorporated into the project. I/We understand that any changes implemented into the project without prior approval by the ACC will be subject to fines in accordance with the Compliance Fee Agreement.

OWNER SIGNATURE: /s/Luke Locowich

DATE: 9/1/2023

CO-OWNER SIGNATURE: _____

DATE: _____

OWNER'S AGENT SIGNATURE: _____

DATE: _____

WIA REP SIGNATURE: [Signature]
(WIA rep who received and verified completed application packet)

DATE: 9/1/2023
(date completed application packet rec'd by WIA)

NOTICE: The review and subsequent approval of this application packet by WIA's ACC does not ensure construction quality or construction contractor performance. These are the responsibility of the owner/owner's agent and his/her contractors.



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.

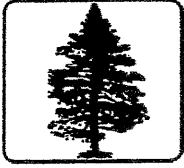
The WIA reserves the right to change the above retention schedule in its discretion and may increase retention percentages for willful or injurious non-compliance or other violations. Owner agrees that the entire Compliance Fee may be retained by the WIA in its general funds as liquidated damages because 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 ACC Admin. The WIA will retain and pay its ACC Admin for up to one hour of consultation with the Owner, or the contractor. The ACC Admin's sole purpose shall be to explain any disapproval of submitted plans; any additional time spent by the ACC Admin in explaining the disapproval of submitted plans will be paid by the Owner at the rate then in effect for the ACC Admin. Owner or contractor may retain the ACC Admin for additional architectural or design services at his regularly scheduled professional fee, and under such circumstances, the ACC Admin shall be working solely for Owner or contractor and not as agent or representative of the WIA. The ACC Admin 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.



CONSTRUCTION COMPLIANCE AGREEMENT

(continued)

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 NAME: _____ CO-OWNER NAME: _____

OWNER SIGNATURE: _____ CO-OWNER SIGNATURE: _____

LOT: _____ BLOCK: _____ 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 _____.

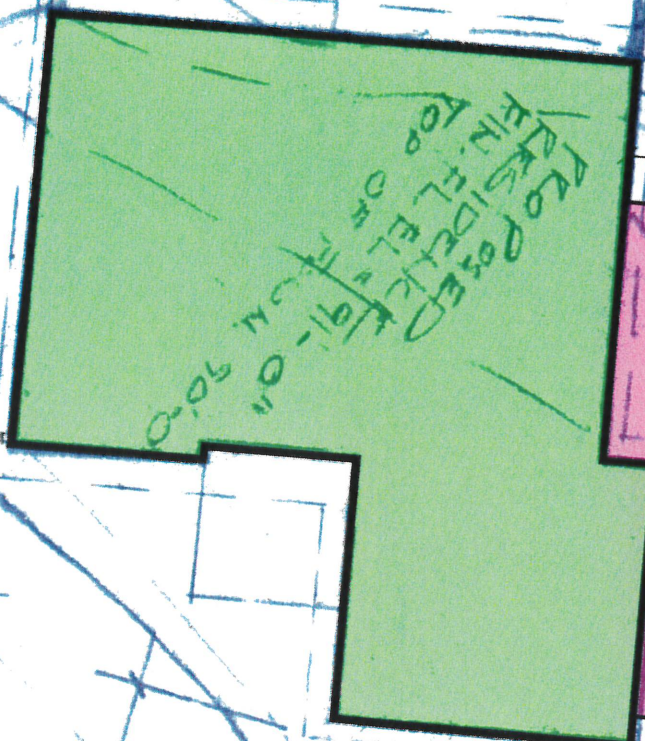
Witness my hand and official seal.

My commission expires: _____

Notary Public

52° 31' 20" E

265.39'



20'-0"

35'-3"

36'-0"

48.0'

16'-0"

35'-3"

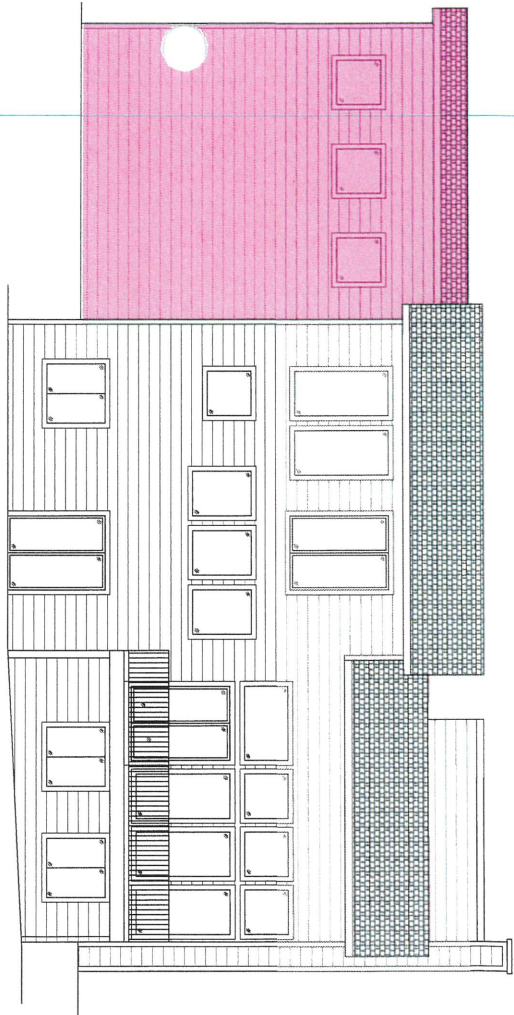
70.0'

40.0' FEET
YARD
-FRONT

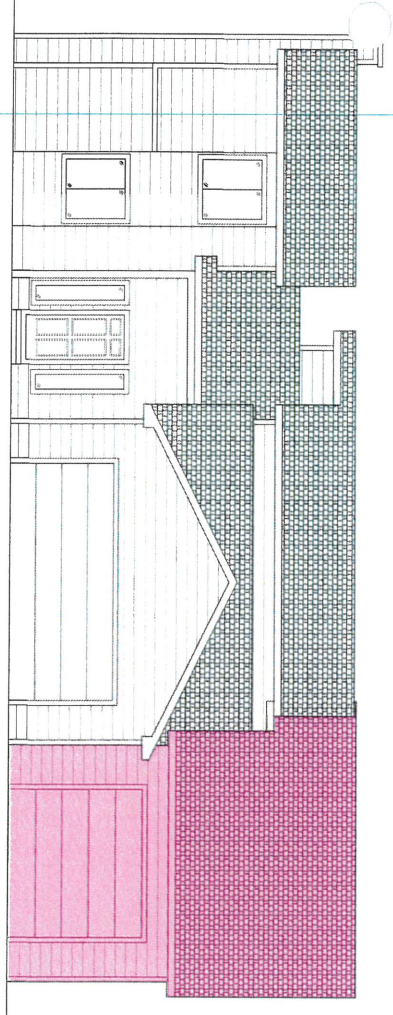
-BACK

82'
84'
86'
88'

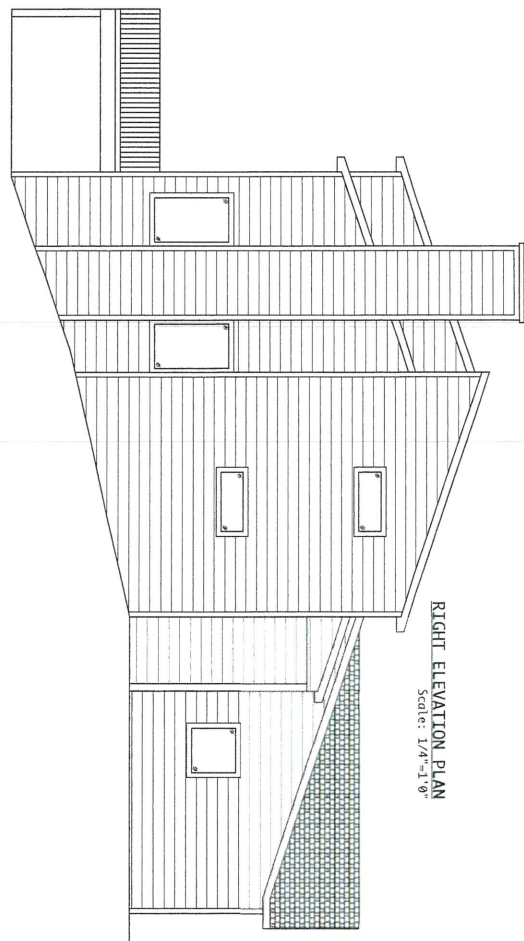
96'



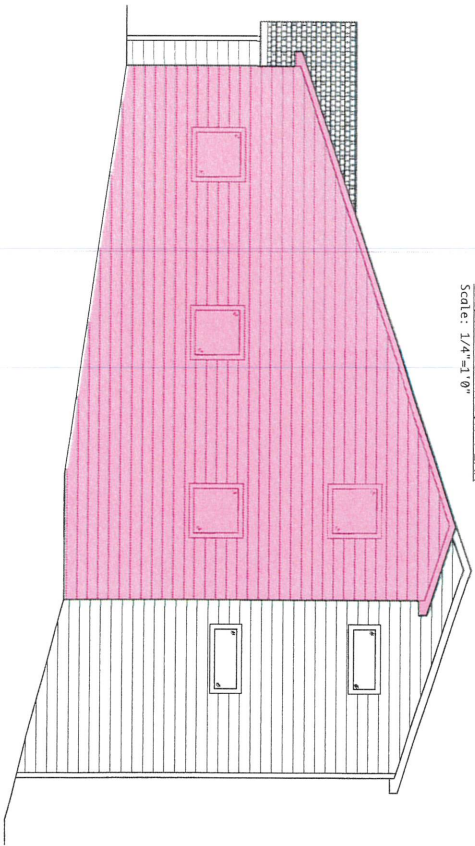
FRONT ELEVATION PLAN
Scale: 1/4"=1'-0"



FRONT ELEVATION PLAN
Scale: 1/4"=1'-0"



RIGHT ELEVATION PLAN
Scale: 1/4"=1'-0"



RIGHT ELEVATION PLAN
Scale: 1/4"=1'-0"