

SOUTHPARK OWNER'S ASSOCIATION, INC.

Review Fee Acknowledgment and Agreement

Date: _____

Project Name: _____

Project Address: _____

Owner/Applicant Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposed project/improvement: _____

Proposed Start Date: _____

Proposed Completion Date: _____

1. The Owner/Applicant acknowledges that with respect to any request for review or approval for any project or improvement, that Owner/Applicant shall be responsible for all costs associated with the review that will be conducted by the SouthPark Owners Association, Inc. ("Association"), or by any committee ("ADCC or RADCC") established by the Association for reviewing such projects or improvements.
2. As a condition to the review of any application by the Association or ADCC/RADCC, the Owner/Applicant shall remit a Review Fee Deposit in an amount estimated by the Association or ADCC/RADCC to be \$ _____.
3. Review fees shall include, but not be limited to architectural, engineering, surveying, legal, accounting and management company costs and fees. At such time as the Association or ADCC/RADCC determines that the balance of the Review Fee Deposit is insufficient to fund the full costs of the review, written notice shall be provided to the Owner/Applicant specifying the deposit of additional sums to cover review costs, such amounts to be payable within ten (10) days.
4. In the event the Owner/Applicant fails to fund such additional amounts within such period, the review process may be suspended by the Association or applicable ADCC/RADCC. Any amounts that remain past due thirty (30) days following notice of additional amounts being required, shall be subject to accrual of interest and other enforcement measures, to include attorney and other professional fees required to collect charges, as are authorized in the Governing Documents for the Association.

5. All fees, charges, costs and penalties assessed under the Governing Documents shall be treated as an assessment and, as such, the Association has available all the legal remedies as found in the Governing Documents, including lien rights. **Any and all costs associated with enforcing the Governing Documents, including attorney fees, other professional fees and any litigation or court costs shall be collectible as authorized under §§38-33.3-302(1)(k) and 38- 33.3-316 (1)C.R.S.**

6. The Owner/Applicant shall be solely responsible for obtaining all required permits and approvals from all local, state and federal authorities, or any sub-association.

7. The Association and/or ADCC/RADCC shall have the right to enter the Building Site or Undivided Tract for purposes of inspecting the project or improvements.

8. Upon the completion of any project or improvement, the Owner/Applicant shall give a written "Notice of Completion" to the Association and/or ADCC/RADCC. Until the date of receipt of such Notice of Completion, neither the Association nor the ADCC/RADCC shall be deemed to have notice of completion of any project or improvement on which approval has been sought.

9. Neither the Association, the Board of Directors for the SouthPark Owner's Association, Inc., the members of any ADCC or RADCC, nor any representative or agent of the Board or ADCC/RADCC appointed to act on its behalf, shall be liable in equity or damages to any person or entity submitting requests for approval or to any person or entity by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter within its jurisdiction hereunder. In reviewing any matter, such parties shall not be responsible for the safety, whether structural or otherwise, of the project or improvement submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor compliance with any other standards or regulations, and any approval of a project or improvement by the Association, ADCC/RADCC or the Board of Directors shall not be deemed an approval of any such matters.

Acknowledged and agreed on this ____ day of _____, 2010:

Owner/Applicant

By: _____

Print Name: _____

Title: _____