

**MAROON CREEK CLUB
MASTER ASSOCIATION**

**SITE AND ARCHITECTURE
REVIEW COMMITTEE**

AGREEMENT REGARDING FINAL LANDSCAPE AND IRRIGATION PLANS

("Owner(s)") hereby covenants and agrees with the Maroon Creek Club Master Association, a Colorado nonprofit corporation ("Maroon Creek") that Owner(s) will supply to the Site and Architectural Review Committee of Maroon Creek ("SARC") within forty-five (45) days of from the date hereof, final Landscaping & Irrigation Plans conforming to the regulations of Maroon Creek Guidelines (the "L&I Plans") for Lot ____ of the Maroon Creek Subdivision.

Owner(s) acknowledge that they have received final architectural review of their plans for the construction of a residence on Lot ____ conditioned upon their execution of this Agreement obligating them to supply the L&I Plans to SARC within the forty-five (45) day time period called for above. Owner(s) further acknowledge that should they fail to submit L&I Plans within the forty-five (45) day time period, that Maroon Creek can deliver a notice to them advising them of this fact, which notice shall temporarily suspend the previous architectural approvals and require Owner(s) to cease and desist from any further construction activity on Lot ____ until such time as L&I Plans are delivered to and approved by SARC.

Owner(s) acknowledge that their failure to comply with the Notice described above shall entitle Maroon Creek to, among other remedies available to it, institute legal proceedings to enjoin any further construction on Lot ____ . In addition, Owner(s) shall be responsible to Maroon Creek for the costs involved in any such legal proceedings together with being obligated to reimburse Maroon Creek for its reasonable attorneys fees in enforcing this Agreement.

Dated the _____ day of _____, _____

OWNER(S)

