

Draft: September 16, 2013

Proposed Wildhorse Deck Extension Guidelines from the Wildhorse Homeowners Association Board of Directors with input from all Board Members and the original architect go as follows:

1. Any decks must conform to current standards and match existing construction... log sizes, railing design, etc.
2. The deck itself is to be no wider than the house itself... the deck itself will not extend wider beyond the existing exterior surfaces of Wildhorse structures.
3. The deck is built so that the view corridors are not obstructed for any other neighbors.
4. If there is a stairs, it may extend beyond the width of the house, but the stairs need to be designed to blend in with the architecture, I.e. the stair steps run primarily in parallel to the width or the length of the deck.
5. The deck and supporting logs will not extend any further out from the existing decks on the house more than fourteen feet in total. Eight-to-twelve feet have been the average size of actual decking extensions as measured from the living/dining room wall.
6. Deck extensions are allowed only on the living room side of the homes. No deck extensions will be allowed over the driveway side of any of the properties, or on either side of the homes. No wrap around decks are allowed.
7. The above are considered "guidelines" and all final approvals are to be made upon application and site review by a designated representative of the Wildhorse Home Owners Association Executive Board of Directors. Each application will be considered given its specific situation and all final approval decisions will be informed by these guidelines.

AGREEMENT

WHEREAS, Wildhorse at Prospect Association, Inc., a Colorado non-profit corporation ("Association"), is the property owners association for Wildhorse at Prospect in Mt. Crested Butte, Colorado; and

WHEREAS, Association is responsible for maintaining the decks and other exterior features of buildings constructed on Wildhorse lots; and

WHEREAS, _____ is the owner ("Owner") of Lot _____ in Wildhorse at Prospect; and

WHEREAS, Owner has applied to Association for approval to enlarge Owner's deck;

NOW, THEREFORE, Association hereby approves Owner's plans to enlarge Owner's deck as detailed on the plans attached to this Agreement, subject to the following conditions:

1. Owner shall pay all costs incurred in enlarging the deck.
2. Owner shall ensure that the deck is constructed in a workmanlike manner and that all construction complies with all codes and regulations of the Town of Mt. Crested Butte.
3. Association shall not be responsible for maintaining the enlarged deck.
4. Owner assumes all responsibility for construction and maintenance of the enlarged deck and agrees to indemnify, defend and hold harmless Association from any and all cost, expense, claim or damage of any kind, including reasonable attorneys' fees and costs, arising from or relating to the enlarged deck.
5. If any legal action is commenced or maintained in court, whether in law or in equity, to interpret, enforce or construe this Agreement or any document provided for herein or related hereto, the prevailing party shall be awarded all reasonable attorneys fees together with all reasonable costs and expenses incurred including, without limitation, expert witness fees and costs.
6. This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, representatives and heirs.

Effective on the ____ day of _____, 20__.

IN WITNESS WHEREOF, Association and Owner have executed this Agreement, which shall be recorded in the office of the Gunnison County Clerk and Recorder as a covenant running with the land, binding on Owner and Owner's heirs, representatives, successors and assigns.

Association

Owner

Wildhorse at Prospect Association,
Inc., a Colorado non-profit corporation

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of Wildhorse at Prospect Association, Inc., a non-profit corporation.

Witness my hand and official seal.
My commission expires: _____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____

Witness my hand and official seal.
My commission expires: _____

Notary Public