



CRESTMoor PARK HOMES ASSOCIATION
CONSTRUCTION ACTIVITY COMPLIANCE AGREEMENT
www.crestmoorparktwo.org | architect@crestmoorparktwo.org

Re: _____ (the "Property")

_____ (the "Project")
e.g. New Build, Dwelling Modification, Hardscaping, Pool, New Fence, etc.

Dear Owner(s),

On behalf of the Board of Directors (the "Board") of Crestmoor Park (2nd Filing) Homes Association (the "Association") and the Architectural Review Committee (the "ARC") appointed by the Board, I am writing to set forth certain requirements in connection with your proposed Project. The Board welcomes building and development in the Crestmoor community and believes that it is important that such activities be conducted in a neighborly fashion, consistent with the Association's Declaration and Design Guidelines - described below and available on our website - and to minimize any impact on other homeowners.

As you know, construction and similar activities within the Association are regulated by the recorded Amendment to Declaration and Agreement (the "Declaration") and the Design Guidelines (the "Guidelines") dated May 6, 2024, which are an exhibit to the Bylaws of the Association. You have submitted to the Committee plans (the "Plans") for your proposed Project, including this letter countersigned below by you as the owner of the Property and by your Architect and your General Contractor. As one condition of the Committee approving the Plans as being consistent with the Declaration and Guidelines, this letter will constitute your agreement, and that of your Architect and General Contractor, to the following requirements:

1. All construction shall take place only consistent with the Plans as approved by the ARC. Any variation from the Plans that affects the exterior appearance or location of the Project must be submitted to and approved by the ARC.
2. All construction activities shall be carried out in compliance with all requirements of the Denver Municipal Code and all other applicable legal requirements including the Declaration, the Guidelines, and this letter.
3. Construction hours shall be limited to the more restrictive of: (i) any Denver Municipal Ordinance regulating such hours; or (ii) 7:00 a.m. to 7:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays, Sundays, and holidays.



4. The site must be securely fenced, with a locked gate, at any time the improvements on the Property are not completely weathered in and secure and at any time there are significant construction materials or equipment on the Property.
5. All streets within the subdivision shall be kept free from mud and debris originating from the site or in connection with the construction.
6. The Association requests that you arrange for any dumpster, porta potty, or construction trailers be kept on site. The Association recognizes that the City and County of Denver allows appropriately permitted dumpsters to be placed in the street. Nonetheless, there are safety and aesthetic benefits to the neighborhood if your Plans permit siting any dumpster on your Property.
7. All piles of dirt, topsoil, sand, mulch, and similar materials shall be covered at all times to prevent blowing and water erosion of such materials. Such materials shall not be stored on the street except as permitted by Denver Ordinance and marked by reflective traffic cones or other similar safety device.
8. All debris, overspray, construction materials, trash, litter, and spillage shall be promptly removed from the lots and improvements of all affected neighbors and from the street.
9. Noise from the site, including radio and human vocalization, shall be kept at a level that is not disturbing to neighbors. Additionally, profanity shall not be spoken on the site that can be heard by neighbors.
10. Neighbors on your street within 200 feet of your lot shall be notified in writing at least 48 hours prior to the commencement of any significant usage of the street by heavy equipment, including, but not limited to, removal of excavated materials, delivery of concrete, and delivery of large or oversized building materials.
11. Any damage to any neighbor's property caused by construction activities, such as damage to buildings, irrigation systems, landscaping, flatwork, fences, improvements, and utilities shall be promptly repaired.
12. All street cuts shall be repaired flush and level and to the highest street repair standards of the City and County of Denver.
13. The Association is not responsible for any damage to or theft of vehicles, tools, equipment, or other property of the contractor, subcontractors, material suppliers, or laborers.
14. If any telephone, cable television, electrical, water, or other utility line is cut or damaged, the contractor shall report the accident to the affected neighbors and utility within two hours.
15. No alcoholic beverages or illegal drugs are permitted on the Property.
16. Each of the undersigned shall provide emergency contact information below.



Please deliver one copy of this construction activity compliance letter (the "Compliance Letter") signed by you, your architect, and your general contractor, to the attention of the Board of Directors of Crestmoor Park (2nd Filing) Homes Association at the address provided below, simultaneously with your submittal of Plans. Until the fully executed Compliance Letter has been received, your Plans will not be approved. Should you have any questions concerning the contents of this Compliance Letter, please feel free to contact me at the number below or at architect@crestmoorparktwo.org.

Thank you for your attention to this matter.

Warm Regards,

Rebecca O. Kenny, Chair
Architectural Review Committee
125 Monaco Parkway
Denver, CO 80220 | 303.887.2140

OWNER(S):

The undersigned (i) are all of the owner(s) of Lot(s) _____, Block _____, Crestmoor Park (2d Filing), also known as _____, Denver, CO; (ii) agree(s) to perform the obligations set forth in the preceding Compliance Letter; and (iii) has/have reviewed the Declaration and the Guidelines.

Signature

Name

Address

City, State, Zip

Email

Cell # (or direct phone)

Signature

Name

Address

City, State, Zip

Email

Cell # (or direct phone)

NOTES: _____

(if any, e.g. contact person(s), add'l info, or company name registered with the Colorado Secretary of State)



ARCHITECT:

The undersigned is the Architect for the homeowner(s) named above, (i) is licensed as required by law; (ii) has reviewed and understands the requirements of the Covenants, the Guidelines, and this Compliance Letter; (iii) agrees to perform the obligations set forth in the preceding Compliance Letter; and (iv) carries (and will at all relevant times carry) general liability insurance in the amount of at least \$1,000,000.00.

Date Signed

(Firm Name)

By: _____
Signature

Name: _____

Title: _____

Address: _____

Address: _____

Email: _____

Cell # (or direct phone)

NOTES: _____

(additional contact info - e.g. Designer, if needed)



GENERAL CONTRACTOR:

The undersigned is General Contractor for the homeowner(s) named above, (i) is licensed as required by law; (ii) understands the requirements of the Declaration, the Guidelines, and this Compliance Letter (iii) agrees to perform the obligations set forth in the preceding Compliance Letter; and (iv) carries (and will at all relevant times carry) commercial general liability insurance in the amount of at least \$1,000,000.00.

Date Signed

(Entity Name)

By: _____
Signature

Name: _____

Title: _____

Address: _____

Address: _____

Email: _____

Cell # (or direct phone)

NOTES: _____

(additional name(s) & contact info, if needed)