



TrailMark Homeowners Association, Inc.
 Littleton, CO 80127
 c/o Worth Ross Management Co., AAMD
 999 18th Street, Suite 3000
 Denver, CO 80202
 Ofc: (303) 309-0368
www.worthross.com
<http://trailmark.org>
designreview@trailmarkhoa.org

Home Improvement Request – YARD ACCESS

Re: Access to Yard to Complete Proposed Improvements

Please check one of the following:

- Access will be limited to my private property for all proposed work. (You do not need to complete the remainder of this form since all access to your rear yard will be across your property.)
- Access will cross Homeowners Association (HOA) or Chatfield Green Metropolitan District (District), property. (If you check this, please complete the remainder of this form).

NOTE:

- SOME LANDSCAPE TRACTS OR STREETSCAPES ADJACENT TO YOUR PROPERTY MAY BE OWNED BY THE CITY OF LITTLETON. IF YOU HAVE ANY QUESTION ABOUT WHOSE PROPERTY YOU NEED TO CROSS, PLEASE CHECK WITH THE CITY OF LITTLETON (303-795-3700).
 - ANY PERMISSION GRANTED HEREIN TO CROSS HOA OR DISTRICT PROPERTY IS NOT DEEMED PERMISSION TO CROSS PROPERTY OWNED BY THE CITY OF LITTLETON. IF YOU INTEND TO CROSS PROPERTY OWNED BY THE CITY OF LITTLETON, YOU SHOULD MAKE ARRANGEMENTS WITH THE CITY OF LITTLETON, AND OBTAIN THE NECESSARY APPROVALS TO DO SO.
1. In order to be granted permission to cross HOA or District property, you must show hardship related to alternative access possibilities. Please describe in detail your reason for requesting this access.

 2. If the committee grants permission based on your explanation above, the following conditions must be met:
 - Before access is permitted across the HOA or District property, a \$ 1,000 damage deposit shall be placed with the District by means of a cashier's check or a bank teller check.
 - Upon final inspection of the affected area subsequent to the improvements being completed, the District will have the right to withhold all or part of the deposit based on any expenditures made, or costs incurred, by the District to repair any damage caused by the homeowner or the homeowner's contractors.
 - The homeowner shall remain liable for any damages, expenses, costs or fees incurred or charged by the District or the HOA in performing all work or for inspections or for any other time spent by the District or the HOA. Such amounts may exceed the \$1,000 deposit.
 - Upon satisfactory completion of the work, any unused portion of the damage deposit shall be returned to the homeowner without interest.
 - Any fence removal/replacement will be performed by the District. The homeowner is responsible for coordinating this removal and replacement with the District. The homeowner must pay a non-refundable fee to the District in an amount determined by the District for this work to be done. Only one fence panel may be removed for access.
 - The maximum allowable time for access across HOA or District property and fencing is 16 calendar days (this allows three weekends and two weeks' worth of access).

Homeowner is responsible for ensuring the protection of HOA and District property, including but not limited to, fencing, landscaping, hardscape, sprinkler systems, grade, or any other improvements, from damage caused by the work done by, or equipment used by, the homeowner or the homeowner's contractors. This may require a ramp system to avoid damage.

The City of Littleton restricts the placement or storage of landscape or construction materials in public rights of way.

3. Homeowner agrees to indemnify HOA and the District, and each of their members, directors, officers, managers, committee members, employees and agents, and hold them harmless from any loss, liability, damage or claim (including attorney's fees incurred in defending against the same by attorneys selected by such indemnified parties) arising out of or related to any use of, or access on or over, HOA or District property by homeowner or by homeowner's contractors, subcontractors, agents or employees.

The acknowledgments are made and conditions agreed to this _____ day of _____, 20____.

Homeowner(s):

 (Signature)

 (Signature)

 (Printed Name)

 (Printed Name)