

## Cash Performance Deposit Form G-3

The ARC has approved Owner’s use of a Cash Performance Deposit in lieu of a Performance Bond, Irrevocable Letter of Credit or Certificate of Deposit. Accordingly, concurrent with the execution of this document, and as a condition precedent to the ARC’s approval of the final plans, and in accordance with the Guidelines and Declaration, the Owner shall deposit with the Association the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) (the “Cash Performance Deposit”). Furthermore, Owner shall execute and deliver to the Association, as appropriate, a Deposit Agreement in the form attached hereto as Form G-4.

The Cash Performance Deposit shall be held in a non-interest bearing account to ensure that Owner and its agents complete all improvements on Lot \_\_\_\_\_ of the Thunder Mountain Ranch subdivision in strict accordance with the plans and specifications approved by the Thunder Mountain Ranch Architectural Review Committee on \_\_\_\_\_, 20 \_\_\_\_.

Should the Owner or any of its agents fail to comply with said obligations; the cost of any remedy for such violations will be immediately subject to withdrawal and payable to the Association upon notice to Owner.

Upon completion of the improvements approved by the ARC (including clean up), the Owner shall provide a copy of the City of Sedona Certificate of Occupancy to the ARC and request a final inspection. The ARC shall provide Owner with a copy of Form D, Completion/Compliance Form, as a precondition to release this Cash Performance Deposit. The ARC shall have 30 days from the final inspection to (a) return the Cash Performance Deposit less any funds expended in enforcement and/or correction or (b) refuse to return such funds or portion thereof and specifically state in writing how such party is not in compliance. In the event of the Owner’s non-compliance, the Owner shall have the opportunity to reschedule a reinspection upon remedying the issues/problems identified in the Association’s notice of non-compliance.

Owner and Owner’s building contractor hereby agree to indemnify the Association, its members, its Directors and officers, and the ARC and its members, and to defend and hold those same parties harmless from all claims, costs, fees (including court costs and witness and attorneys’ fees), expenses, loss, damage and liability of any kind including, without limitation, mechanic’s or material men’s liens, which may be asserted against or incurred by the Association and the ARC as a result of the construction activities by such Owner or Owner’s building contractor or any damage caused by Owner or Owner’s building contractor or their respective agents, representatives and employees. This indemnity shall survive the final completion of the construction activities conducted on the Owner’s Lot.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Owner(s)

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