

RECEIPT OF APPLICATION

DATE BROUGHT IN: 5/14/03
CHECK #: 2141 AMOUNT: 220.00
DATE TO BE CHECKED IN BY: 5/16/03
PROJECT/LOCATION: 710 + 714 Estates Blvd

Items to be checked for on application form at time of submittal:

- Application type(s)
- Acreage
- Zoning
- Location
- Tax #(s)
- Project description
- Property owner w/ contact person, address & phone #
- Developer w/ contact person, address & phone #
- Representative w/ contact person, address & phone #
- Signatures of property owner(s) & person completing application



DEVELOPMENT APPLICATION

Community Development Dept
250 North 5th Street
Grand Junction, CO 81501
(970) 244-1430

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do hereby petition this:

Petition for (check all appropriate boxes):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Subdivision Plat/Plan - Simple | <input type="checkbox"/> Site Plan Review - Major | <input type="checkbox"/> Concept Plan |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Preliminary | <input type="checkbox"/> Site Plan Review - Minor | <input type="checkbox"/> Minor Change |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Final | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Change of Use |
| <input type="checkbox"/> Planned Development - ODP | <input type="checkbox"/> Vacation, Right-of-Way | <input type="checkbox"/> Revocable Permit |
| <input type="checkbox"/> Planned Development - Preliminary | <input type="checkbox"/> Vacation, Easement | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Planned Development - Final | <input type="checkbox"/> Extension of Time | |
| <input type="checkbox"/> Annexation/Zone of Annexation | <input type="checkbox"/> Rezone | <input type="checkbox"/> Growth Plan Amendment |

From: _____

From: _____

From: _____

To: _____

To: _____

To: _____

Site Location: 710 / 714 ESTATES BLVD., NORTH OFF 'G' ROAD, BETWEEN 26 ROAD & 25 1/2 ROAD

Site Tax No.(s): 2701-344-25-001 / 2701-344-25-002

Site Acreage/Square footage: 1.62 AC & 1.71 AC.

Site Zoning: RSF-2

Project Description: SIMPLE SUBDIVISION - LOT LINE ADJUSTMENT

Property Owner Name DOUGLAS ROCK	Developer Name N/A	Representative Name KEITH MENDENHALL 230
Address 2562 S. CORRAC DR.	Address	Address % 2764 COMPASS DR., # 258
City/State/Zip GRAND JUNCTION CO 81505	City/State/Zip	City/State/Zip GRAND JUNCTION, CO.
Business Phone No. 970 244-2442	Business Phone No.	Business Phone No. (970) 241-5623 81506
E-Mail therockright@aol.com	E-Mail	E-Mail jmk-associates@attbi.com
Fax Number 244-2436	Fax Number	Fax Number (970) 241-5826
Contact Person KEITH MENDENHALL	Contact Person	Contact Person KEITH MENDENHALL
Contact Phone No. 241-5623	Contact Phone No.	Contact Phone No. (970) 241-5623

Note Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing Application
Keith Mendenhall

5-3-03

Date

Required Signature of Legal Property Owner(s) - attach additional sheets if necessary
Keith Mendenhall, Manager TAMM, LLC

2-12-03

Date

5-3-03

APPLICATION COMPLETENESS REVIEW

Use "N/A" for items which are not applicable

Date: 5/15/03

Project Name: _____ (if applicable)

Project Location : 710 & 714 Estates Blvd (address or cross-streets)

Check-In Staff Community Development: PC initials of check-in
Development Engineer: _____ staff members

APPLICATION TYPE(S): SS
(e.g. Site Plan Review)

FEE PAID: Application: 160 BALANCE DUE:
 Acreage: _____ Yes amount \$ _____
 Public Works: _____ No

COMPLETENESS REVIEW:
Originals of all forms received w/signatures? Yes No, list is missing items below

- _____
- _____
- _____

Missing drawings, reports, other materials: No Yes, list missing items below
Note: use SSID checklist

- _____
- _____
- _____

Incomplete drawings, reports, other materials? No Yes, list missing items below
Note: Attach SSID checklist(s) w/incomplete information identified

- _____
- _____
- _____

Professional stamp/seal missing from drawings/reports?

No

Yes, list missing items below

- _____
- _____
- _____

Other: Please list below

PROJECT ASSIGNMENT AND PROCESSING

Project Manager: _____ *Lisa* _____

Special Processing Instructions:



Review Agency Comment Sheet

(Petitioner: Please fill in blanks in this section only unless otherwise indicated)

Date: 5/15/03

To Review Agency: City Community Development

File No: 55-2003-095
(To be filled in by City Staff)

Staff Planner: Lisa Cox
(To be filled in by City Staff)

Project Name: The Estates, Filing II

Location: 710 & 714 Estates Blvd.

A development review meeting has been scheduled for the following date: 5/27/03
(To be filled in by City Staff)

COMMENTS *(For Review Agency Use)*

Outside Review Agencies: Please email comments to: CommDev@ci.grandjct.co.us, FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If your review agency does not comment, additional review information will not be provided. (Please attach additional sheets if needed.)

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the Community Development Department no later than 5/23/03.
(To be filled in by City Staff)

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By _____

Date _____

General Meeting/Pre-Application Conference Check List

Date 2-5-03

Applicant Doug Rock Phone ^{245-8953 #}~~244-2496 #~~ Tax Parcel # 2701-344-25-001, 002

Location 710 and 714 Estates Blvd. Proposal Replat. lots to adjust lot line.

Meeting Attendees Doug Rock, Lisa Gerstenbuser

While all factors in a development proposal require careful thought, preparation and design, the following circled items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process. General meetings and pre-application conference notes/standards are valid for only six months following the meeting/conference date shown above. Incomplete submittals will not be accepted. Submittals with insufficient information identified during the review process, which have not been addressed by the applicant will not be scheduled for a public hearing. Failure to meet any deadlines for the review process may result in the project not being scheduled for hearing or being pulled from the agenda. Any changes to the approved plan will require re-review and approval prior to those changes being accepted.

ZONING & LAND USE

- a. Zoning:
- b. Future Land Use Designation:
- c. Growth Plan, Corridor & Area Plans Applicability:

OFF-SITE IMPACTS

- a. access/right-of-way required
- b. traffic impact
- c. street improvements
- d. drainage/stormwater management
- e. availability of utilities

SITE DEVELOPMENT

- a. bulk requirements
- b. traffic circulation
- c. parking (off-street: handicap, bicycle, lighting)
- d. landscaping (street frontages, parking areas)
- e. screening & buffering
- f. lighting & noise
- g. signage

MISCELLANEOUS

- a. revocable permit
- b. State Highway Access Permit
- c. floodplain, wetlands, geologic hazard, soils
- d. proximity to airport (clear or critical zone)

OTHER

- a. related files VR-2002-139
- b. neighborhood meeting

FEES

- a. application fee: \$140 + \$15/acre
Due at submittal. Checks payable to City of GJ
- b. Transportation Capacity Payment (TCP):
- c. Drainage fee:
- d. Parks Impact Fee:
- e. Open Space Fee or Dedication:
- f. School Impact Fee:
- g. Recording Fee:
- h. Plant Investment Fee (PIF) (Sewer Impact):

PROCESSING REQUIREMENTS

- a. Documents - ZDC, SSID, TEDS, SWMM
- b. Submittal Requirements/Review Process
- c. Annexation (Persigo Agreement)

PLANNER'S NOTES

RSF-2
 Address the criteria for approval in the General Report (See attached handout for Simple Subdivisions).
 General Report - see attached handout for general requirement
 Call Lisa Gerstenbuser at 256-4039 if you have questions.

PLEASE RETURN A COPY OF THIS FORM IN THE COMMUNITY DEVELOPMENT DEPT. REVIEW PACKET

Planner's Name:

Lisa

SUBMITTAL CHECKLIST

Date: *2-5-03*

SIMPLE SUBDIVISION

Expiration Date: 6 months from above date

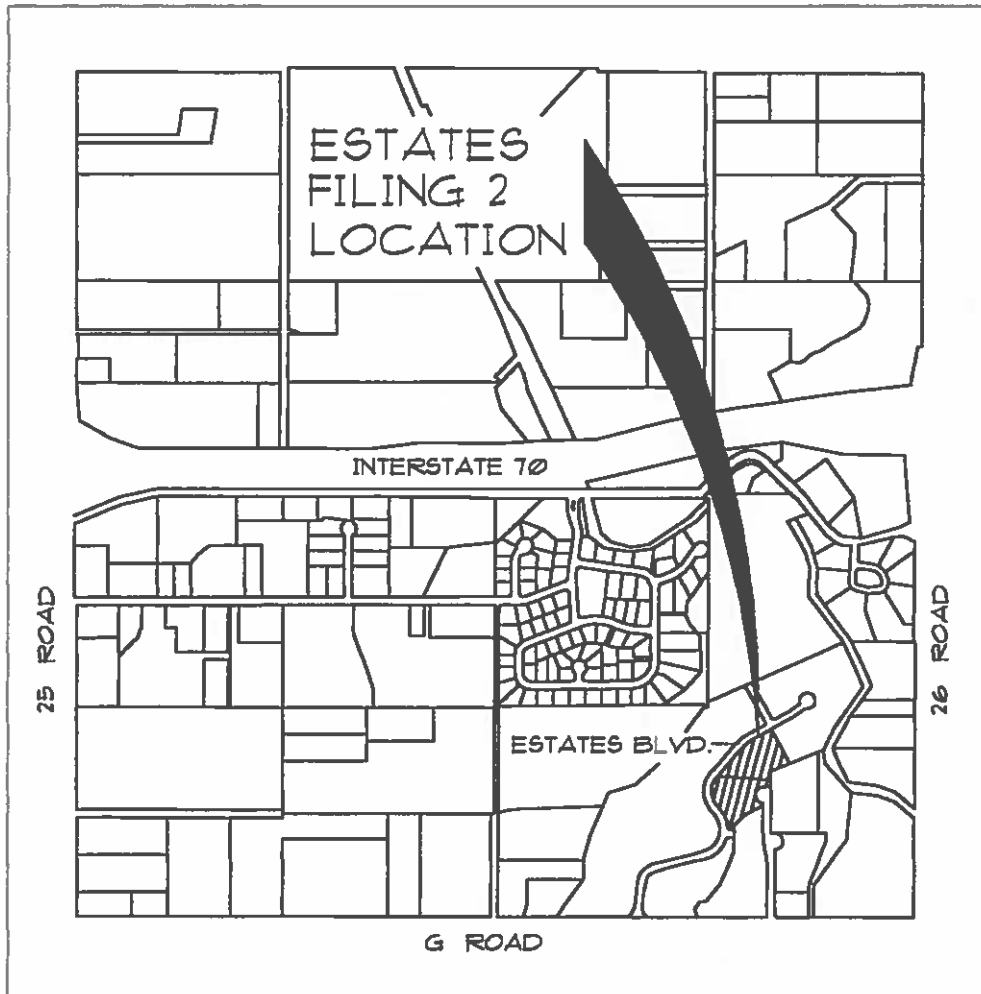
Location: *7109 N 14 Estates Blvd.*

Project Name: *Estates, Filing II*

ITEMS	DISTRIBUTION																				Total required																	
	SSD Reference	City Community Development	City Development Engineer	City Utility Engineer	City Real Estate Manager	City Parks/Recreation	City Attorney	City Fire Dept. - Call Fire Dept.	City Police Department	City Transportation Engineer	City Downtown Dev Authority	City Addressing	Code Enforcement	City G.J. Planning Commission	County Planning	Building Department	Persigo WWT	Walker Field Airport	School District #51	Qwest		Excel	GVPP	Cable	Water District <i>WD</i>	Sewer District <i>SD</i>	Drainage District <i>GD</i>	Irrigation District <i>GDIC</i>	CDOT	RTPO	Corp of Engineers	Urban Trails	Colorado Geological Survey	U.S. Postal Service	Other			
● Application Fee \$ <i>160 + \$15/QC</i>	VII-1	1																																				
● Development Application Form*	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Submittal Checklist*	VII-4	1																																				
● Review Agency Cover Sheet*	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Location Map	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Names & Addresses* Fee \$ <i>50</i>	VII-3	1																																				
● General Project Report	X-08	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Site Plan - <i>Show bldgs.</i>	IX-31	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Composite Plan	IX-05	1	2	1	1			1																														
○ 11"x17 Reduction Composite Plan	IX-05	1			1	1																																
● Final Plat	IX-12	1	2	1	1	2	1	1					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● 11"x17" Reduction of Final Plat	IX-12	1																																				
● Evidence of Title/Lease Agreement	VII-2	1		1	1																																	
● Legal Description*	VII-3	1		1																																		
○ Deeds	VII-2	1		1	1																																	
○ Easements	VII-2	1	1	1	1	1																																
○ Avigation Easement	VII-1	1		1	1														1	1	1	1																
○ ROW-Dedication/Conveyance	VII-3	1	1	1	1	1																																
○ DIA/Guarantee*	VII-2	1	1	1			1																															
● County Treasurer's Tax Certificate	VII-2	1																																				
○ Appraisal of Vacant Land	VII-1	1		1	1																																	
○ CDOT, 404, or Floodplain Permit	VII-4	1	1																																			
○ Inside Cover Sheet	IX-15	1	2																																			
○ Detail Sheet	IX-09	1	2																																			
○ Road Cross-sections	IX-28	1	2																																			
○ Roadway Plan & Profile	IX-29	1	2																																			
○ Traffic Impact Study	X-15	1	1																																			
○ Water & Sewer Plan & Profile	IX-35	1	2	1																																		
○ Water System Design Report	X-17	1	1																																			
○ Sewer System Design Report	X-13	1	1																																			
● Final Drainage Report*	X-5,6	1	1																																			
○ Grading And Drainage Plan	IX-14	1	2																																			
○ Storm Drainage Plan - Drawing/Report	IX-32	1	2																																			
○ Stormwater Management Plan	X-14	1	1																																			
○ Transaction Screen Process / Phase II Environmental Report	X-10,16	1	1																																			
○ Final Geotechnical Report	X-07	1	1																																			
○ Landscape Plan	IX-19	2	1	1																																		
● Covenants, Conditions, & Restrictions - <i>if applicable</i>	VII-2	1	1			1																																
○ Common Space Agreement	VII-1	1	1			1																																
○ Fire Flow Form*	XI-3	1				1																																

110 Total required sets

Notes: * An asterisk in the item description column indicates that a form is supplied by the City.



LOCATION MAP

714 Estates

ADJACENT PROPERTY OWNER LABEL ORDER FORM

TAX PARCEL #: 2701-344-25-001 / 2701-344-25-002

PROPERTY ADDRESS: 710 ESTATES BLVD / 714 ESTATES BLVD

PROPERTY OWNER: DOUGLAS & MARIA ROCK

MAILING ADDRESS: SAME AS APPLICANT

APPLICANT: DOUGLAS & MARIA ROCK

MAILING ADDRESS: 2562 SOUTH CORRAL DRIVE
GRAND JUNCTION, CO 81505

PROJECT REPRESENTATIVE: KEITH MENDENHALL

MAILING ADDRESS: 6 2764 COMPASS DRIVE, # 200
GRAND JUNCTION, CO 81506

PHONE NUMBER: (970) 241-5623 W (970) 261-9952 C

***REQUEST FOR LABELS MUST BE SUBMITTED A MINIMUM OF 2
WEEKS PRIOR TO SUBMITTAL OF PROJECT.**

FEE: \$50.00

DATE PAID: 3-28-03

RECEIPT #: 18568

The adjacent property mailing list is created by pulling all property owners within 500 feet and all Homeowners Associations or citizen groups within 1000 feet of all properties involved in the project. The property owner information is put together using the information in the Mesa County Assessor's records and the HOA's and citizens groups are on record with the City of Grand Junction Community Development Department.

WILSON RANCH ESTATES HOA
STEVE KLENE
2564 CORRAL DRIVE
GRAND JUNCTION, CO 81506

MARION B LAMM
PO BOX 697
GRAND JUNCTION, CO 81502-0697

VICKI L GEARHART
721 26 RD
GRAND JUNCTION, CO 81506-1431

HARRY H PECK
MARY LOUISE COLOSIMO
2894 MUSIC AVE
GRAND JUNCTION, CO 81506

JULIANN A MARTIN
TED A MARTIN
2580 G RD
GRAND JUNCTION, CO 81505-9546

J EUGENE FOX
MARJORIE L FOX
716 25 1/2 RD
GRAND JUNCTION, CO 81505-9506

WRIGHTS MESA LIMITED
LIABILITY
2580 G RD
GRAND JUNCTION, CO 81505-9546

JAY A WILLIAMS
SHERYL J WILLIAMS
2586 G RD
GRAND JUNCTION, CO 81505-9537

CAROLINE E DOHM
2588 G RD
GRAND JUNCTION, CO 81505-9537

JOHN B OLSON
DAVID R OLSON
12696 W 7TH AVE
LAKEWOOD, CO 80401-4628

IAMA LLC
2764 COMPASS DR STE 200
GRAND JUNCTION, CO 81506-8746

CITY OF GRAND JUNCTION
COMMUNITY DEVELOP
250 N 5TH ST
GRAND JUNCTION, CO 81501

CITY OF GRAND JUNCTION
WENDY - COMM DEV
250 N 5TH ST
GRAND JUNCTION, CO 81501

THE ESTATES - FILING II

**General Project Report
for
A Simple Subdivision**

Applicant: Dr. Doug Rock

Petitioners: Dr. Doug Rock & IAMA, LLC

Submittal Date: May 5, 2003

General Project Report: The Estates, Filing 2

Description:

This project is a simple subdivision (*lot line adjustment*) between Lot 1 & Lot 2 of Block 3 in the Estates Subdivision, see vicinity map in this report (ATTACHMENT A). The purpose of the adjustment is to align the property line with an existing mature tree line.

The new alignment will increase Lot 1 from 1.62 acres to 1.78 acres and will decrease Lot 2 from 1.71 acres to 1.55 acres. These new lot sizes do not conflict with the existing zoning.

The lots involved in this simple subdivision remain single family residential. The property use remains unchanged as does the zoning.

Public Benefit:

This new alignment benefits both parties. The trees now exist on one lot. The current lot owners are both in favor of this change.

Neighborhood Meeting:

It is the understanding of the petitioners that a neighborhood meeting is *not* required.

Project Compliance, Compatibility and Impact:

This project complies with all applicable sections of the current code. The realignment is compatible with the current zoning. No utilities or infrastructure are affected by this lot line adjustment. The impact on public services is unchanged.

Development Schedule:

It is the understanding of the petitioners that the review and recommendations are administrative. The recordation of the plat filing is anticipated immediately upon approval.

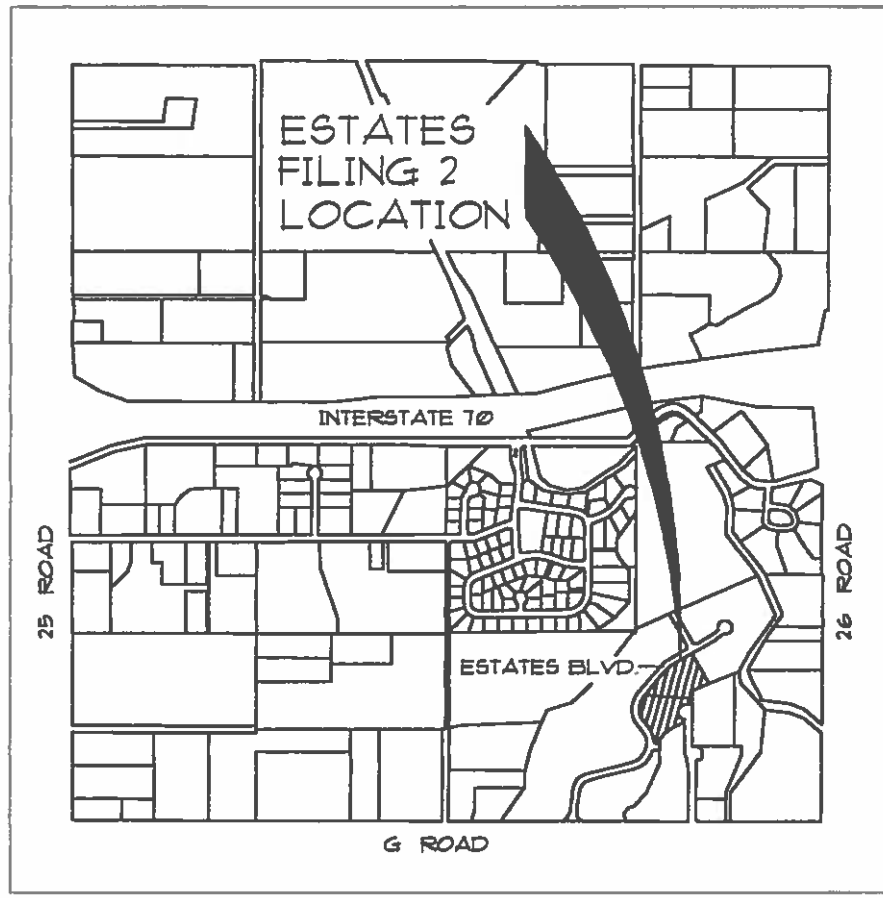
Attachments:

Vicinity Map

Improvement survey plat for reference

Page 2 of the proposed Filing 2 plat for reference

ATTACHMENT A



VICINITY MAP

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
FIRST AMERICAN HERITAGE TITLE COMPANY

agent for

FIRST AMERICAN TITLE INSURANCE COMPANY

AGREEMENT TO ISSUE POLICY

FIRST AMERICAN TITLE INSURANCE COMPANY, referred to in this Commitment as the Company, through its agent, identified above, referred to in the Agreement as the Agent, agrees to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment date, our obligation under this Commitment will end. Also our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the reverse side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

BY *Mark L. Amos* SECRETARY

BY *Jenny Johnson* COUNTERSIGNED



The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in public records or are created or attached between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SCHEDULE A

1. **Effective Date: February 17, 2003 at 8:00 a.m.**

Commitment No.: 00150811

2. **Policy or Policies to be issued:** **Amount**

(a) **ALTA 1992 Owner's Policy** **\$TO COME**

Proposed Insured:

Buyer To Be Determined

(b) **None** **\$**

Proposed Insured:

(c) **None** **\$**

Proposed Insured:

3. **The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:**

Douglas B. Rock and Maria T. Rock, as Joint Tenants, as to Parcel 1 and IAMA LLC, a Colorado limited liability company, as to Parcel 2

4. **The land referred to in this commitment is situated in the State of Colorado, County of Mesa, and is described as follows:**

**Parcel 1
Lot 1 in Block 3 of
The Estates**

**Parcel 2
Lot 2 in Block 3 of
The Estates**

**SCHEDULE B - Section 1
Requirements**

No. 00150811

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Deed from Douglas B. Rock and Maria T. Rock to grantees to be determined.

NOTE: This Commitment is subject to such additional Requirements and/or Exceptions which may be necessary once the identity of the Purchaser is disclosed.

2. Deed from IAMA LLC, a Colorado limited liability company to grantees to be determined.

NOTE: This Commitment is subject to such additional Requirements and/or Exceptions which may be necessary once the identity of the Purchaser is disclosed.

Item (c) Delivery of the following documents, if any, to the Company for its review and approval, which documents are not required to be filed of record.

There is a Colorado law, as set forth in Section 10-11-122 of the Colorado Revised Statutes, which reads as follows: (1) Every title insurance agent or title insurance company shall provide, along with each title commitment issued for the sale of residential property as defined in section 39-1-102 (14.5), C.R.S., a statement disclosing the following information: (a) That the subject real property may be located in a special taxing district: (b) That a certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent: (c) That information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder, or the county assessor.

**SCHEDULE B - Section 2
Exceptions**

No. 00150811

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
2. Easements or claims of easement which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Taxes and assessments, now a lien or payable.
7. Any water rights or claims or title to water in, on or under the land.
8. Homeowners association assessments, now due and payable.
NOTE: This Exception will not appear on the policy(ies) to be issued hereunder once First American Title Insurance Company has been furnished evidence from the association that all assessments have been paid through the date of the policy.
9. Any and all unredeemed tax sales.
NOTE: This exception to coverage will not appear on the policy(ies) to be insured hereunder if a Certificate of Taxes Due discloses that there are no unredeemed tax sales for this property.
10. Any assessments not certified to the Treasurer.
11. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as reserved in United States Patent recorded September 13, 1894, in Book 11 at Page 346.
12. Easement as granted to Public Service Company of Colorado in instrument recorded November 22, 1935, in Book 355 at Page 118.
13. Covenants, conditions and restrictions none of which contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in instrument recorded February 14, 2002, in Book 3022 at Page 510.
14. Development Improvements Agreement, recorded February 14, 2002, in Book 3022 at Page 528.
15. Development Improvements Agreement, recorded February 14, 2002, in Book 3022 at Page 541.
16. Easements as shown on recorded Plat of said Subdivision.
17. Notes on Plat of said Subdivision, as shown on plat.

**SCHEDULE B - Section 2(continued)
Exceptions**

No. 00150811

18. Easement as granted to Public Service Company of Colorado in instrument recorded September 23, 2002, in Book 3159 at Page 795.
Affects Parcel 2 Only

19. Any claims that may arise by reason of encroachment by any boundary fences along the property lines of subject property.

20. Deed of Trust from IAMA LLC, a Colorado limited liability company
to the Public Trustee of Mesa County
for the benefit of First National Bank of the Rockies
to secure an original principal indebtedness in the amount of: \$1,452,000.00
dated : November 22, 2000
recorded : November 30, 2000, in Book 2776 at Page 910.

21. Financing Statement from : IAMA LLC, a Colorado limited liability company,
Debtor in favor of : First National Bank of the Rockies,
Creditor recorded : November 30, 2000,
in Book 2776 at Page 922.
Exceptions 20 and 21 affects Parcel 2 Only

22. Deed of Trust from Douglas B. Rock and Maria T. Rock
to the Public Trustee of Mesa County
for the benefit of Wells Fargo Bank West, National Association
to secure an original principal indebtedness in the amount of: \$ 967,000.00
dated : April 5, 2002
recorded : April 12, 2002, in Book 3058 at Page 1.
Affects Parcel 1 Only

118 #301587

QUIT CLAIM DEED

The Grand River Valley Railroad Co. - to - Pub. Serv. Co.
Filed for record Nov. 22, 1935, at 10:40 o'clock, A. M.
E. W. Jordan, Recorder.

Handwritten initials or signature

QUIT CLAIM DEED

THIS DEED, Made this nineteenth day of November, in the year of our Lord one thousand nine hundred and thirty-five, between THE GRAND RIVER VALLEY RAILROAD COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the City and County of Denver and State of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Fifty Dollars (\$150.) to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged hath realized, released, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described real estate situate, lying and being in the County of Mesa and State of Colorado, to-wit:

All right, title and interest in the right of way of the main line and Enterprise Branch of the Grand Valley Railroad in the County of Mesa, Colorado, formerly occupied by tracks, switches, appliances, stations, loading and unloading platforms, spurs, turnouts, passing and side tracks, and now occupied on the main line by a transmission line from the City of Grand Junction to the City of Fruita. Said right of way of main line being more particularly described as follows:

Beginning at the southeast corner of Section Two (2), Township One South (1 S.), Range One West (1 W) of the Ute Principal Meridian; thence in a general westerly and northerly direction in Sections Two (2) and Three (3), Township One South (1 S.), Range One West (1 W) of the Ute Principal Meridian; in Sections Thirty-four (34), Thirty-three (33), Thirty-two (32), Twenty-nine (29), Thirty (30) and Nineteen (19), Township One North (1 N.), Range One West (1 W) of the Ute Principal Meridian; in Sections Twenty-four (24), Twenty-three (23), Fourteen (14), Fifteen (15) and Sixteen (16), Township One North (1 N.), Range Two West (2 W) of the Ute Principal Meridian;

Said right of way of the Enterprise Branch being more particularly described as follows: (1.50 I. H.S.)

Beginning at a point in the North half of Section Fourteen (14), Township One North (1 N.) Range Two West (2 W.); thence northerly in Sections Fourteen (14), Eleven (11) and Two (2), Township One North (1 N.) Range 2 West, and in Section Thirty-five (35), Thirty-four (34) and Twenty-seven (27), in Township Two-North (2 N.), Range Two West of the Ute Principal Meridian.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

THE GRAND RIVER VALLEY RAILROAD COMPANY
By Guy W. Fuller President.
ATTENT: J. F. Loiseau, Secretary (The Grand River Valley Railroad Company) (Colorado)

I, William A. Reef, a Notary Public in and for said City and County, in the State aforesaid, do hereby certify that Guy W. Fuller and J. E. Loiseau, who are personally known to me to be the persons whose names are subscribed to the foregoing Deed as having executed the same respectively as President and Secretary of THE GRAND RIVER VALLEY RAILROAD COMPANY, a corporation, and who are known to me to be such officers, respectively, appeared before me this day in person, and severally acknowledged; That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said Guy W. Fuller is the President of said corporation, and the said J. E. Loiseau is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this nineteenth day of November, A. D. 1935. My Commission expires April 24, 1937.

(William A. Reef, Notary Public) William A. Reef Notary Public
(City and County of Denver, Colorado)

CONTINUED FROM PAGE 119
Deed

who are personally known to me to be the same persons whose names are subscribed to the foregoing Deed as having executed the same respectively as President and Secretary of The Grand River Valley Railroad Company, a corporation, and who are known to me to be such officers, respectively, appeared before me this day in person and severally acknowledged; That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that the said instrument was by like authority subscribed with its corporate name; that the said Guy W. Fuller is the President of said corporation, and the said J. E. Loiseau is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this nineteenth day of November, A. D. 1935. My Commission expires April 24, 1937.

(William A. Reef, Notary Public) William A. Reef Notary Public
(City and County of Denver, Colorado)

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 02/26/2003

Certificate No: 13959

STATE OF COLORADO
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

Title Co	: INDIVIDUAL REQUEST	Order #:	NA
Seller	:	Buyer	:
Lender	:	Ordered:	OWNER
Tax Year	: 2002	User ID:	
Schedule #:	2701-344-25-002		

Description:
LOT 2 BLK 3 THE ESTATES SEC 34 1N 1W & AN UND INT IN TRACTS - 1.71AC

Base Tax Amounts Paid:
02 REAL \$ 99.68

Total Due \$ 0.00

BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES
IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES

-- Continued --



2701-344-25-002

Tax Charges Distribution for Taxing Year '02:

Description	Rate	Amount	Description	Rate	Amount
COLO RIVER	0.2550	0.34			
DRAINAGE GJ	2.5390	3.35			
MESA COUNTY	21.8090	28.78			
GRAND JCT	8.0000	10.56			
SCH DST 51	34.3100	45.29			
LIBRARY	3.0000	3.96			
UTE WATER	2.0000	2.64			
SCH D51BOND	3.9370	5.20			
GJ TMLR*	-0.3310	-0.44			
			Totals ----->	75.5190	99.68



MONIKA TODD
Mesa, County Treasurer

By: *Barbara Seel*

CERTIFIED DATE

February 26, 2003

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 02/28/2003

Certificate No: 14212

STATE OF COLORADO
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

Title Co	: INDIVIDUAL REQUEST	Order #:	
Seller	:	Buyer	:
Lender	:	Ordered:	MARIA ROCK
Tax Year	: 2002	User ID:	
Schedule #:	2701-344-25-001		

Description:

LOT 1 BLK 3 THE ESTATES SEC 34 1N 1W & AN UND INT IN TRACTS - 1.62AC

Base Tax Amounts Paid:

02 REAL	\$	94.41
---------	----	-------

Total Due \$ 0.00

=====

BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES

IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES

-- Continued --



2701-344-25-001

Tax Charges Distribution for Taxing Year '02:

Description	Rate	Amount	Description	Rate	Amount
COLO RIVER	0.2550	0.32			
DRAINAGE GJ	2.5390	3.17			
MESA COUNTY	21.8090	27.27			
GRAND JCT	8.0000	10.00			
SCH DST 51	34.3100	42.89			
LIBRARY	3.0000	3.75			
UTE WATER	2.0000	2.50			
SCH D51BOND	3.9370	4.92			
GJ TMLR*	-0.3310	-0.41			
			Totals ----->	75.5190	94.41

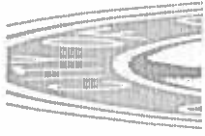
MONIKA TODD
Mesa County Treasurer

By: _____



CERTIFIED DATE

February 28, 2003



CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5th Street • Grand Junction, CO 81501

May 19, 2003

ACCEPTANCE LETTER

A submittal for The Estates, Filing II (SS-2003-095) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Lisa Cox, the project planner, at 256-4039 or lisac@ci.grandjct.co.us.

Review comments for the project will be available on 6/3/03 after 4:00 P.M., approximately 3 weeks from the application submittal date.

If this project requires a public hearing, a sign must be posted on the property a minimum of ten (10) days in advanced of the hearing. There will be a \$50.00 refundable deposit required at the time the sign is picked up from Community Development.

cc: SS-2003-095

Lisa

From: "jim daugherty" <jdaugherty@utewater.org>
To: "Comm Dev" <CommDev@ci.grandjct.co.us>
Date: Mon, May 19, 2003 4:58 PM
Subject: THE ESTATES II

*AP
5/20/03*

Ute Water Conservancy District
Review Number
SS-2003-095
Review Name
THE ESTATES II

* COMMENT
* No objections.
* ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY
If you have any questions concerning any of this, please feel free to contact Ute Water.

Edward Tolen P.E.
Project Engineer, Ute Water

Jim Daugherty
New Services Coordinator, Ute Water

DATE 5/19/03

PHONE OFFICE 242-7491
FAX 242-9189
EMAIL jdaugherty@utewater.org

CC: "Keith Mendenhall" <jmk-associates@attbi.net>

City of Grand Junction
Community Development Department
250 North 5th Street
Grand Junction CO 81501

Telephone: (970) 244-1430
Fax: (970) 256-4031
Email: CommDev@ci.grandjct.co.us



Review Agency Comment Sheet

AP
5/22/03

(Petitioner: Please fill in blanks in this section only unless otherwise indicated)

Date: 5/15/03

To Review Agency: Excel

File No: SS-2003-095
(To be filled in by City Staff)

Staff Planner: Lisa Cox
(To be filled in by City Staff)

RECEIVED
MAY 22 2003
COMMUNITY DEVELOPMENT
DEPT

Project Name: The Estates, Filing II

Location: 710 & 714 Estates Blvd.

A development review meeting has been scheduled for the following date: 5/27/03
(To be filled in by City Staff)

COMMENTS *(For Review Agency Use)*

Outside Review Agencies: Please email comments to: CommDev@ci.grandjct.co.us, FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If your review agency does not comment, additional review information will not be provided. (Please attach additional sheets if needed.)

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the Community Development Department no later than

5/23/03

(To be filled in by City Staff)

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

J. Basford
Reviewed By

5-20-03
Date

City of Grand Junction
Community Development Department
250 North 5th Street
Grand Junction CO 81501

Telephone: (970) 244-1430
Fax: (970) 256-4031
Email: CommDev@ci.grandjct.co.us



Review Agency Comment Sheet

AP
5/27/03

(Petitioner: Please fill in blanks in this section only unless otherwise indicated)

Date: 5/15/03

To Review Agency: Cable

File No: SS-2003-095

Staff Planner: Lisa Cox

(To be filled in by City Staff)

(To be filled in by City Staff)

Project Name: The Estates, Filing II

Location: 710 & 714 Estates Blvd.

A development review meeting has been scheduled for the following date: 5/27/03

(To be filled in by City Staff)

COMMENTS

(For Review Agency Use)

Outside Review Agencies: Please email comments to: CommDev@ci.grandjct.co.us, FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If your review agency does not comment, additional review information will not be provided. (Please attach additional sheets if needed.)

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the Community Development Department no later than

5/23/03

(To be filled in by City Staff)

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Chl W...

5-20-03

Reviewed By

Date

Bresnan Communications
2502 Foresight Circle
Grand Junction, CO 81505
970-263-2313 telephone
970-245-6803 fax

BRESNAN
Communications

May 23, 2003

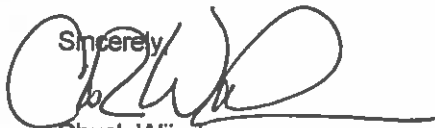
The Estates Re-plat
The Estates Subdivision, Filing 2
Community Development Department
250 North 5th Street
Grand Junction, CO 81501

Dear Douglas Rock,

We are in receipt of your re-plat map for the Estates Subdivision, filing 2. Bresnan Communications utilities services are currently in place at this time. We have no problem with the proposed changes so long as it does not require moving any pedestals and/or any other existing equipment. If we do have to move pedestals and/or other existing aerial or underground equipment all costs incurred will be billed to the developer or property owners.

Should you have any other questions or concerns please feel free to contact me at any time. If I am out of the office when you call please leave your name and phone number with our office and I will get back in contact with you as soon as I can.

Sincerely,



Chuck Wiedman
Bresnan Communications
Construction Supervisor
Phone: 263-2313

Lisa

From: "Basford, John A" <John.Basford@XCELENERGY.COM>
To: "review agency" <CommDev@ci.grandjct.co.us>
Date: Wed, May 21, 2003 1:27 PM
Subject: ss-2003-095 710-714 Estates Blvd.

*AP
5/22/03*

No objections

John A. Basford
Planner Design Group
2538 Blichmann Ave.
Grand Junction Co. 81505
Ph.(970)244-2630
Fax (970)244-2661
john.basford@xcelenergy.com

May 27, 2003

Re: SS-2003-095
THE ESTATES, FILING 2

(AP
5/27/03

REVIEW COMMENTS:

Sheet 1 of 2

1. The name of the Plat, as indicated in the Dedication and in the Title Block in the lower right corner does not contain the "comma", as in the Title at the top of the sheet.
2. The second line of the Dedication contains the word "describes" and should correctly read "described".

Sheet 2 of 2

1. Provide a list of all abbreviations and symbols used.
2. Indicate the Steckel Subdivisions adjoining this Plat and provide the recording information.
3. Dimension the 30' Irrigation and Drainage Easement within the Easterly limits of Lots 1 and 2.
4. Indicate the adjoining roadway on the East side of Lot 1; if vacated, provide the correct recording information.
5. Provide the recording information for The Estates subdivision.
6. A field inspection will be performed to verify that exterior boundary corners indicated on the Plat are in place and as noted on the Plat.

By: Peter T. Krick
Professional Land Surveyor for
The City of Grand Junction

REVIEW COMMENTS

Page 1 of 2
May 27, 2003

FILE #SS-2003-095 DRM **TITLE HEADING: The Estates, Filing II**

LOCATION: 710, 714 Estates Blvd

PETITIONER: Douglas Rock

PETITIONER'S ADDRESS/TELEPHONE: 2562 South Corral Drive
244-2442

PETITIONER'S REPRESENTATIVE: JMK & Associates, Inc. – Keith Mendenhall
241-5623

STAFF REPRESENTATIVE: Lisa Cox

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT AND LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, INCLUDING THE CITY, ON OR BEFORE 5:00 P.M., SEPTEMBER 3, 2003.

CITY COMMUNITY DEVELOPMENT <u>Lisa Cox</u>	5/24/03 256-4039
No comments.	
CITY DEVELOPMENT ENGINEER <u>Laura Lamberty</u>	5/22/03 256-4155
No Comments or objections.	
CITY FIRE DEPARTMENT <u>Norm Noble</u>	5/23/03 244-1473
No objections or comments.	
CITY ADDRESSING <u>Faye Gibson</u>	5/20/03 256-4043
The addresses will remain the same.	
UTE WATER <u>Edward Tolen</u>	5/20/03 242-7491

COMMENT

* No objections.

* ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY

If you have any questions concerning any of this, please feel free to contact Ute Water.

XCEL

5/22/03

John Basford

244-2630

No objections

Comments not available as of 5/27/03:

Bresnan Communications

City Attorney

Police Department

City Property Agent

City Transportation Engineer

City Utility Engineer

Grand Junction Drainage District

Grand Valley Irrigation

Qwest

US Postal Service

REVIEW COMMENTS

Page 1 of 2
June 3, 2003

FILE #SS-2003-095

TITLE HEADING: The Estates, Filing II

LOCATION: 710, 714 Estates Blvd

PETITIONER: Douglas Rock

PETITIONER'S ADDRESS/TELEPHONE: 2562 South Corral Drive
244-2442

PETITIONER'S REPRESENTATIVE: JMK & Associates, Inc. – Keith Mendenhall
241-5623

STAFF REPRESENTATIVE: Lisa Cox

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT AND LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, INCLUDING THE CITY, ON OR BEFORE 5:00 P.M., SEPTEMBER 3, 2003.

CITY COMMUNITY DEVELOPMENT
Lisa Cox

5/24/03
256-4039

No comments.

CITY DEVELOPMENT ENGINEER
Laura Lamberty

5/22/03
256-4155

No Comments or objections.

CITY FIRE DEPARTMENT
Norm Noble

5/23/03
244-1473

No objections or comments.

CITY ADDRESSING
Faye Gibson

5/20/03
256-4043

The addresses will remain the same.

CITY PROPERTY AGENT
Peter Krick

5/27/03
256-4003

REVIEW COMMENTS:

Sheet 1 of 2

1. The name of the Plat, as indicated in the Dedication and in the Title Block in the lower right corner does not contain the "comma", as in the Title at the top of the sheet.

REVIEW COMMENTS / FILE #SS-2002-000 / PAGE 2 OF 2

2. The second line of the Dedication contains the word "describes" and should correctly read "described".

Sheet 2 of 2

1. Provide a list of all abbreviations and symbols used.
2. Indicate the Steckel Subdivisions adjoining this Plat and provide the recording information.
3. Dimension the 30' Irrigation and Drainage Easement within the Easterly limits of Lots 1 and 2.
4. Indicate the adjoining roadway on the East side of Lot 1; if vacated, provide the correct recording information.
5. Provide the recording information for The Estates subdivision.
6. A field inspection will be performed to verify that exterior boundary corners indicated on the Plat are in place and as noted on the Plat.

BRESNAN COMMUNICATIONS

5/27/03

Chuck Wiedman

263-2313

We are in receipt of the plat map for the Estates Subdivision, filing 2. Bresnan Communications utility services are already in place at this time. We have no problem with the lot line adjustment so long as it does not require moving any pedestals and/or other equipment. If we do have to move pedestals and/or other equipment all costs incurred will be billed to the property owners.

Should you have any other questions or concerns please feel free to contact me at any time. If I am out of the office when you call please leave your name and phone number with out office and I will get back in contact with you as soon as I can.

UTE WATER

5/20/03

Edward Tolen

242-7491

COMMENT

* No objections.

* ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY

If you have any questions concerning any of this, please feel free to contact Ute Water.

XCEL

5/22/03

John Basford

244-2630

No objections

Comments not available as of 6/3/03:

City Attorney

Police Department

City Transportation Engineer

City Utility Engineer

Grand Junction Drainage District

Grand Valley Irrigation

Qwest

US Postal Service

City of Grand Junction

Community Development Department
Planning • Zoning • Code Enforcement
250 North 5th Street
Grand Junction, CO 81501-2668

Phone: (970) 244-1430
FAX: (970) 256-4031



September 4, 2003

Keith Mendenhall
2764 Compass Drive, #200
Grand Junction, CO 81506

Re: The Estates, Filing II
SS-2003-095

Dear Keith,

I note from a recent review of the project file requesting a lot line adjustment for 710 and 714 Estates Boulevard that the 90-day timeframe for the applicant's Response to Comments has lapsed. It appears that Peter Krick was the only reviewing individual who requested revisions to the final plat.

If the applicant would like to continue the review process for this project, please submit the Response to Comments by close of business (5:00 pm) on Friday, September 19, 2003. If a submittal has not been received by that date, the project will be removed from the review system. Should the applicant wish to pursue the lot line adjustment again in the future, it will be necessary for the applicant to reapply under a new application.

Please do not hesitate to contact me should you have any questions concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads "Lisa".

Lisa E. Cox, AICP
Senior Planner

cc: Douglas Rock, property owner

H:AdminProjects2003/SS-2003-095/KM9403



From: Lisa Cox
To: kpmzao@bresnan.net
Date: 9/12/03 8:51AM
Subject: Re: The Estates, Filing II - Response to Comments

Thanks Keith. I'll pass this information on to Wendy (Planning Tech) so she can put it into the computer and also to Peter Krick for his reivew.

I'll send out a letter of approval when the plat is approved so you and Doug Rock know what to do for plat recordation. Thanks!

Lisa Cox, AICP
Senior Planner
970.256.4039

>>> <kpmzao@bresnan.net> 09/11/03 03:10PM >>>

Lisa,

This should do it. Please keep me updated.

Keith

From: Lisa Cox
To: kpmzao@bresnan.net
Date: 9/25/03 9:18AM
Subject: Re: The Estates, Filing II - Response to Comments

Keith,

I just heard back from Peter Krick on the revised plat. He said it was fine and to go ahead and send in the updated titlework (not more than 90 days old) and the mylar. He will check the field for pins and then prepare a Recording Certificate.

Let me know if you have any other questions.

Lisa Cox, AICP
Senior Planner
970.256.4039

>>> <kpmzao@bresnan.net> 09/11/03 03:10PM >>>

Lisa,
This should do it. Please keep me updated.
Keith

REVIEW COMMENTS

2nd Round

*Emailed
11/20/03*

Page 1 of 2
November 20, 2003

FILE #SS-2003-095(2)

TITLE HEADING: The Estates, Filing II

LOCATION: 710, 714 Estates Blvd

PETITIONER: Douglas Rock

PETITIONER'S ADDRESS/TELEPHONE: 2562 South Corral Drive
244-2442

PETITIONER'S REPRESENTATIVE: JMK & Associates, Inc. – Keith Mendenhall
241-5623

STAFF REPRESENTATIVE: Lisa Cox

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT AND LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, INCLUDING THE CITY, ON OR BEFORE 5:00 P.M., DECEMBER 22, 2003.

CITY PROPERTY AGENT

11/20/03

Peter Krick

256-4003

REVIEW COMMENTS:

1. A field inspection was performed on November 18th, 2003 and three (3) boundary corner designations should be revised on the Plat. This information has been sent to the Surveyor.
2. Wells Fargo Home Mortgage has signed the Plat as a Lienholder, indicating the lien to be recorded in Book 3058, Page 1. This document does not appear in the Title Commitment, as furnished.
3. The Title Commitment indicates several recorded liens that do not appear on the Plat. These items should be verified by the Title Company and any additional information should be given to the Surveyor.

Lisa

November 19, 2003

AP
11/20/03

Re: SS-2003-095
THE ESTATES, FILING 2

REVIEW COMMENTS:

1. A field inspection was performed on November 18th, 2003 and three (3) boundary corner designations should be revised on the Plat. This information has been sent to the Surveyor.
2. Wells Fargo Home Mortgage has signed the Plat as a Lienholder, indicating the lien to be recorded in Book 3058, Page 1. This document does not appear in the Title Commitment, as furnished.
3. The Title Commitment indicates several recorded liens that do not appear on the Plat. These items should be verified by the Title Company and any additional information should be given to the Surveyor.

By: Peter T. Krick
Professional Land Surveyor for
The City of Grand Junction

THE ESTATES, FILING 2

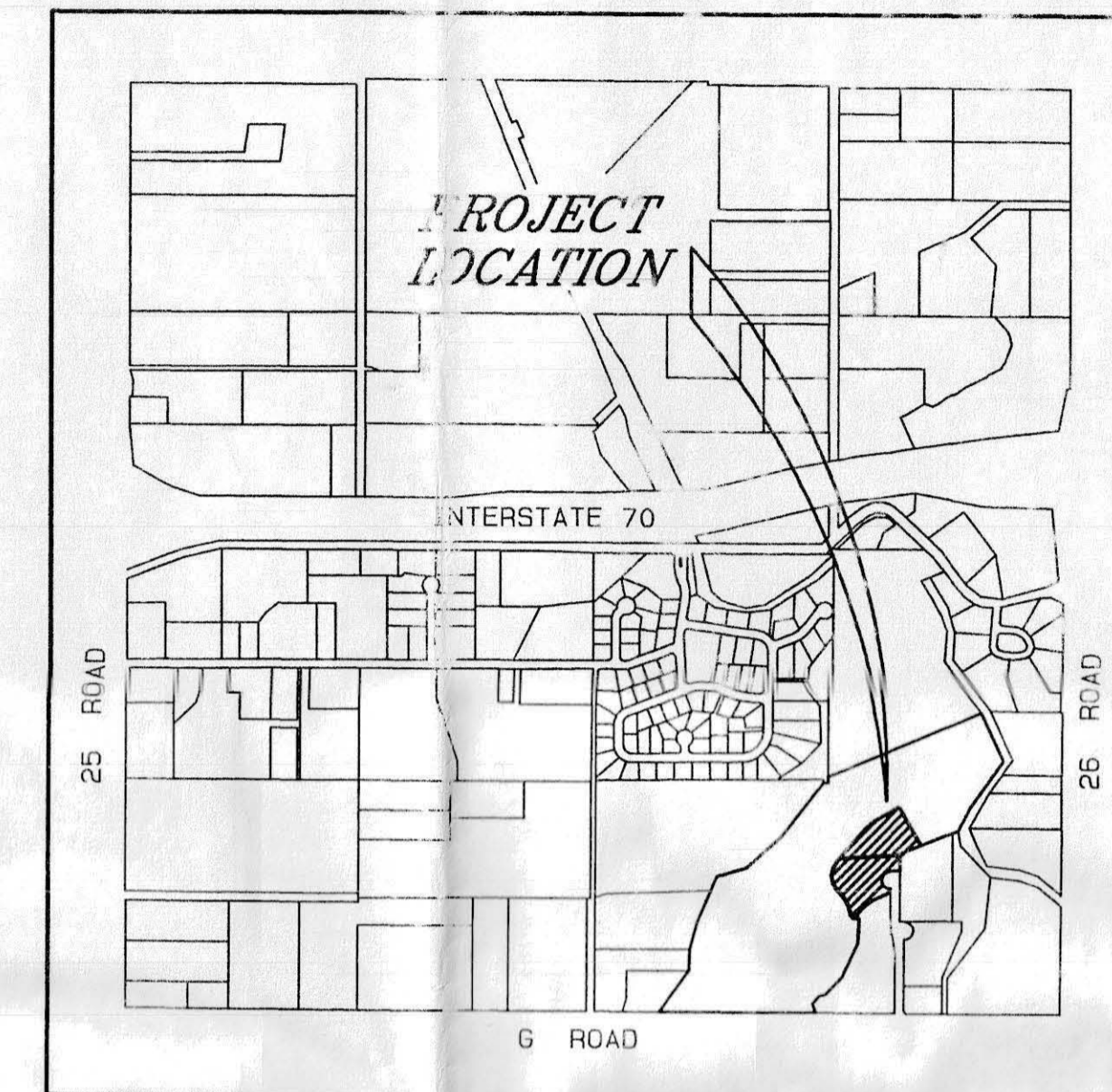
DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned, IAMA LLC, Douglas B. Rock and Maria T. Rock are the owners of that real property described as Lot 1 & 2, Block 3 of THE ESTATES as recorded in Plat Book 18 at Pages 349 & 350 of the Mesa County, Colorado records.
That said owners have caused the said real property to be laid out and surveyed as THE ESTATES, FILING 2, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

Keith P. Mendenhall Douglas B. Rock Maria T. Rock

STATE OF COLORADO)
COUNTY OF MESA)ss
The foregoing instrument was acknowledged before me this ____ day of _____
A.D., 2003, by IAMA LLC, Keith P. Mendenhall
My commission expires _____
Witness my hand and official seal _____
Notary Public
Address _____

STATE OF COLORADO)
COUNTY OF MESA)ss
The foregoing instrument was acknowledged before me this ____ day of _____
A.D., 2003, by Douglas B. Rock and Maria T. Rock
My commission expires _____
Witness my hand and official seal _____
Notary Public
Address _____



TRINITY MAP
N.T.S.

LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 2776 at Page 910 of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____, with the authority of it's Board of Directors, this ____ day of _____, A.D., 2003.

BY: _____ FOR: First National Bank of the Rockies

LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 3058 at Page 1 of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____, with the authority of it's Board of Directors, this ____ day of _____, A.D., 2003.

BY: _____ FOR: Wells Fargo Bank West

TITLE CERTIFICATION

STATE OF COLORADO
COUNTY OF MESA

We, First American Heritage Title Company, a title insurance title company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to the owners shown hereon in the dedication; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law, are shown hereon and that there are no other encumbrances of record; that all easements, reservations and right-of-ways of record are shown hereon.

DATE: _____ BY: _____

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO)
COUNTY OF MESA)ss

I hereby certify that this instrument was filed in my office at ____ o'clock __M. this ____ day of _____ A.D., 2003, and is duly recorded in Plat Book No. ____ Page ____
Fee \$ _____ Drawer No. _____ Reception No. _____

Clerk and Recorder Deputy

CITY APPROVAL

This plat of THE ESTATES, FILING 2, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted on the ____ day of _____ A.D., 2003.

City Manager City Mayor

SURVEYOR'S CERTIFICATE

I, Michael W. Dussel, a registered Professional Land Surveyor in the state of Colorado, do hereby certify that this subdivision was made by me and / or under my direct supervision, and that the same is accurate to the best of my knowledge and belief. I also certify, to the best of my knowledge and belief, that this plat conforms to all applicable requirements of the Zoning and Development Code of the City of Grand Junction and all applicable laws and regulations of the State of Colorado. Title search was performed by First American Heritage Insurance Company in Commitment No. 00150811.

FOR REVIEW

RECEIVED

SEP 11 2003

COMMUNITY DEVELOPMENT DEPT.

THE ESTATES, FILING 2

LOCATED IN THE

SE 1/4, SEC. 34, T1N, R1W, U.M.

D H SURVEYS INC.
118 OURAY AVE. - GRAND JUNCTION, CO.
(970) 245-8749

Designed By	M. W. D.	Checked By	A. VP.	Job No.	512-00-03A
Drawn By	TMODEL	Date	SEPT. 2003	Sheet	1 OF 2

Response to Comments

03-095

NOTICE OF LAND USE APPLICATION

A Land Use Application for the following has been received. This application does not require a Public Hearing, however, as an adjacent property owner you are invited to comment.

If you have any questions regarding the following request, please contact the Grand Junction Community Development Department at (970) 244-1430.

Objections, concerns, and/or comments about this application should be submitted, in writing, to the Grand Junction Community Development Department, 250 North 5th Street, Grand Junction, CO 81501 no later than

JUN - 3 2003

**SS-2003-095 THE ESTATES, FILING II - 2539 & 2579
Applewood Place**

Request approval to adjust the property line between lots to follow an existing mature tree line.

Planner Lisa Cox



CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT DEPARTMENT
250 NORTH 5TH STREET
GRAND JUNCTION CO 81501

QUESTIONS
CALL
970-244-1430

GRAND JUNCTION
CO
NOTICE



CITY OF GRAND JUNCTION
COMMUNITY DEVELOP
250 N 5TH ST
GRAND JUNCTION, CO 81501



City of Grand Junction

Community Development Department
Planning • Zoning • Code Enforcement
250 North 5th Street
Grand Junction, CO 81501-2668

Phone: (970) 244-1430
FAX: (970) 256-4031



RECORD OF DECISION/FINDINGS OF FACT

DATE: September 30, 2003
FILE: SS-2003-095, The Estates, Filing II
LOCATION: 710 and 714 Estates Blvd.

PETITIONER: Douglas Rock
2562 S. Corral Drive
Grand Junction, CO 81505

REPRESENTATIVE: Keith Mendenhall
2764 Compass Drive, #200
Grand Junction, CO 81506

PLANNER: Lisa E. Cox, AICP

REQUEST: Final Plat Approval of The Estates, Filing II

DECISION: **APPROVED, with conditions as noted below**

In accordance with Section 2.8.C.3 of the Zoning and Development Code, the final plat for The Estates Filing II has been approved.

The following items must be completed before the plat may be recorded:

1. Submit a mylar of the final plat, with owner's signatures, a computer disk with the plat information on it, and a check made payable to the City of Grand Junction for \$15.50 per plat page for reproduction costs. (The electronic version of the plat may be emailed to stevesm@ci.grandjct.co.us instead of submitting a computer disk.) Please note that all property corner pins must be set in concrete and inspected by the City Property Agent before the plat can be recorded.
2. Pay applicable fees as follows: Recording fee of \$10 per plat page for the final plat. In addition to the standard recording fees, the Mesa County Clerk & Recorder has implemented a new \$1 electronic filing surcharge per document beginning September 1, 2002. Please calculate your fees accordingly. The check for the recording fees should be made payable to Mesa County Clerk & Recorder.

If you have any questions, or if I may be of further assistance, please call me at 256-4039.



*City of Grand Junction
9-30-03*

*Mesa County Clerk & Recorder
\$22.00*

*emailed per
At Surgery*

City of Grand Junction

Community Development Department
Planning • Zoning • Code Enforcement
250 North 5th Street
Grand Junction, CO 81501-2668

Phone: (970) 244-1430
FAX: (970) 256-4031



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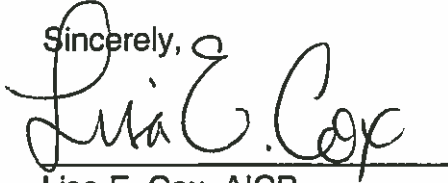
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Included with this letter you will find a Customer Service Survey entitled "How Did We Do?" Please take a moment to complete the survey and provide us with your comments and feedback. We would like to improve our service to you, and welcome your comments and suggestions. A self-addressed, stamped envelope is enclosed for your convenience.

Sincerely,

A handwritten signature in black ink that reads "Lisa E. Cox". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa E. Cox, AICP
Senior Planner

Enclosure: Customer Service Survey "How Did We Do?"

cc: Laura Lamberty, Development Engineer

H:AdminProjects2003/SS-2003-095/RecordofDecision

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS & UTILITIES
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501 Book3553 Page192
(970) 244-4003

2167832 12/17/03 0343PM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$20.00 SURCHG \$1.00

TO THE MESA COUNTY CLERK & RECORDER:

Book3553 Page193

THIS IS TO CERTIFY that the herein named Subdivision Plat,

THE ESTATES, FILING 2

Situated in the SE 1/4 of Section 34

Township 1N, Range 1W,

of the UTE Meridian in the City of Grand Junction, County of Mesa, State of Colorado, has been reviewed under my direction and, to the best of my knowledge, satisfies the requirements pursuant to C.R.S. 38-51-106 and the Zoning and Development Code of the City of Grand Junction for the recording of subdivision plats in the office of the Mesa County Clerk and Recorder.

This certification makes no warranties to any person for any purpose. It is prepared to establish for the County Clerk and Recorder that City review has been obtained. This certification does not warrant: 1) title or legal ownership to the land hereby platted nor the title or legal ownership of adjoining; 2) errors and/or omissions, including, but not limited to, the omission(s) of rights-of-ways and/or easements, whether or not of record; 3) liens and encumbrances, whether or not of record; 4) the qualifications, licensing status and/or any statement(s) or representation(s) made by the surveyor who prepared the above-named subdivision plat.

Dated this 15th day of DECEMBER, 2003.

City of Grand Junction,
Department of Public Works & Utilities

By: 
TIM MOORE
Public Works Manager

Recorded in Mesa County

Date: 12-17-03

Book: 20 Page: 81-82

Drawer: 00-104

JAMES WALKER
 News Service Dept. & Records
 State Department of
 Education No. 216785

***** Fees *****

Registration No. 216785

REGISTRATION FEE	16.00
ISSUANCE FEE	11.00
ISSUANCE SURCHARGE	—

**** Returned Amounts ****

Dr. J. C. Engineers 1951	11.00
Total Returned	11.00
Transactions	11.00
Change	11.00
ST4388	11.00

Trans. No. DUTIFK-Deseret co.
 Board of Education

PLEASE THANK WITH ME.

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS & UTILITIES
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501
(970) 244-4003

2167832 12/17/03 0343PM
JANICE WARD CLK&REC MESA COUNTY Co
REC FEE \$20.00 SURCHG \$1.00

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BOOK3553 PAGE193

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Dated this 15th day of DECEMBER, 2003.

City of Grand Junction,
Department of Public Works & Utilities

By: 
TIM MOORE
Public Works Manager

Recorded in Mesa County

Date: 12-17-03

Book: 20 Page: 81-82

Drawer: 00-104

SUBDIVISION *The Estates, Filing 2*

DATE *12-17-03*

OF LOTS *2*

RECEPTION# *2167832*

BK/PG *20, 81-82 + B 3553, 192-193*

ACRES *3.33*

ZONE *RSF-2*

OWNER *IAMA LLC*

LOCATION *710, 714 Estates Blvd.*

SEC/TWP/RNG *34, T1N, R1W*

FILE# *SS-2003-095*

SIF *292.00*

TCP *500.00*

Fire Dept approval required on Planning Clearance

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE ESTATES SUBDIVISION

Book 3022 PAGE 510

2040824 02/14/02 0922AM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$85.00

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES SUBDIVISION ("Declaration") is made and entered into this 22nd day of January, 2002, by IAMA, LLC ("Declarant").

RECITALS

A. Declarant is the owner of certain real property situated in Mesa County, Colorado, known as The Estates Subdivision, according to the plat thereof recorded in Mesa County, Colorado in the real property records of Mesa County, Colorado containing fourteen (14) Lots as hereinafter defined, including the easements and licenses appurtenant to, or included in the property as shown on the plat, all as more specifically described on Exhibit "A" attached hereto and by this reference incorporated herein.

B. Declarant desires to subject and place upon the property described on Exhibit "A" certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("Common Interest Act") for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvements, sale and ownership of said property.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the above-described property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
PROPERTY RIGHTS

Section 1. Owners' Right of Enjoyment. Subject to the provisions of Section 2 of this Article, every Owner shall have a nonexclusive right to enjoy and use the Common Area/Open Space tracts, the irrigation ditches and easements located upon the Property and such right shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Owners' Right. The right of enjoyment created hereby shall be subject to the following:

a. The right of the Estates Homeowners Association, Inc. (the "Association") to promulgate and publish rules and regulations with which each Member shall strictly comply; and

b. The right of the Association, as provided in its Articles and Bylaws, to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

c. The right of the Association to close or limit the use of the Common Area/Open Space, the irrigation ditches and easements while maintaining, repairing or making replacements thereto or in the event a Member has had his voting right suspended. The Association shall be responsible for the maintenance of Tracts A, B, C, D & G of The Estates Subdivision.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of use to the members of his family, his tenants, or contract purchasers who reside on his Lot.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

Section 2. Directors of the Association. The affairs of this Association shall be managed by a board of three (3) directors (the "Board") initially. When Declarant relinquishes control of the Board to the Owners pursuant to Section 3 below, the Board shall be managed by at least three (3) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

Section 3. Management of the Association. From date of formation of the Association until the termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of sixty (60) days after conveyance of 2/3rds of the Lots to Owners other than Declarant, three (3) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or five (5) years after the first sale of a Lot to an Owner other than Declarant. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than sixty (60) days after conveyance of 1/3rd of the Lots to Owners other than Declarant, at least one member and not

less than 1/3rd of the members of the Board will be elected by Owners other than Declarant. Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant) shall elect a Board of at least three (3) members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant and the Board shall elect the officers, with such Board members and officers to take office upon termination of the period of Declarant's control. Within sixty (60) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including without limitation those items specified in Section 303(9) of the Common Interest Act.

Section 4. Officers of the Association. The officers of this Association shall be as set forth in the Bylaws of the Association.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for private road and/or driveway maintenance and improvements if their Lot is served by the private road and/or a common driveway, to be established and collected as hereinafter provided. The annual assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for each unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and lot thereof. Each assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The

acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by any applicable governmental entity, for the maintenance and construction of the easements and irrigation system serving the Property.

Section 3. Maximum Annual Assessment.

a. Until commencement of the second annual assessment period, the maximum annual assessment shall be Five Hundred Dollars (\$500.00) per Lot.

b. Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment against each Lot shall be increased effective each Association fiscal year by the greater of: (i) ten percent (10%); or (ii) in conformance with the rise, if any, of the Consumer Price Index published by the U.S. Department of Labor, Washington, D.C., for All Items and Major Group Figures for All Urban Consumers (1967 - 100), for the one (1) year period ending on the last day of October of the prior year. The aforesaid annual increase in the maximum annual assessment shall occur automatically upon the commencement of each Association fiscal year without the necessity of any action being taken with respect thereto by the Association. In the event the aforesaid Consumer Price Index is not published, for whatever reason, then if the increase in the maximum annual assessment is to be computed by reference to the Consumer Price Index, as provided herein, such calculation shall be made by using a substantially comparable index designated by the Board of Directors of the Association.

c. Effective with commencement of the second and each subsequent Association fiscal year, the maximum annual assessment may be increased by a vote of the Members over the amount established by the applications of the provisions of Section 3(b) above for the next succeeding Association fiscal year and at the end of that year, for each succeeding Association fiscal year, provided that any such increase shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of such meeting setting forth the purpose therefor.

d. The Board of Directors of the Association may, at any time and from time to time, after consideration of the projected maintenance costs and the other financial needs of the Association, fix the actual assessment against each Lot at an amount less than the maximum assessment for any Association fiscal year.

Section 4. Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of Lots contained

within the Property, and shall be in an amount sufficient to meet the expected needs of the Association, except that the costs of any irrigation water and ditches shall only be charged to Lots which have access to the irrigation water and ditches.

Section 5. Date of Commencement of Annual Assessments. The initial annual assessment shall commence on the first day of the month following conveyance of the first Lot, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment shall be adjusted according to the number of months in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rata share of the last installment due.

Section 6. Reserve Accounts. The Association shall have the right to maintain adequate reserve fund accounts out of the annual assessments for the repair and replacement of those elements of Association property that must be repaired or replaced on a periodic basis.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his Lot.

Section 8. Lien for Assessments.

a. Under the Common Interest Act, the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorneys' fees, fines and interest charged pursuant to this Declaration or the Common Interest Act are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

b. The statutory lien for assessments is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any

acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien.

c. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required, however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Owner's Lot as a default assessment.

ARTICLE IV EXTERIOR MAINTENANCE

Section 1. General. Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the residence, improvements constructed thereon, and any fence on the boundary line of a Lot shall be the responsibility of the Owner(s) thereof.

Section 2. Owner's Negligence. Notwithstanding anything to the contrary contained in this Article IV, in the event that the need for maintenance or repair of the Association Property is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in Article III of this Declaration. A determination of the negligence or willful act or omission of any Owner or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

ARTICLE V ALLOWED USES

Section 1. General. All of said lots shall be used only for residential purposes. Only detached single family dwellings may be constructed on any lot, and only one per lot. Every dwelling shall have a private garage for no less than three cars. Subject to ACCO approval a caretaker or "mother-in-law" unit attached to the primary residence shall be allowed if authorized under the then existing zoning for the property.

Section 2. Driveway. Each driveway shall have a driveway surface constructed sufficient to provide year-round access by emergency vehicles.

Section 3. Minimize Size. Each dwelling shall have minimum dwelling space in the first floor area, exclusive of open porches, patios, basements and garages of not less than 2000 square feet for ranch style and 1800 for multi-story dwellings.

Section 4. Building Envelope. The recorded Building Envelope Site Plan contains a description of a building envelope for each lot. Each dwelling unit and garage must be constructed entirely within the envelope unless a variance is granted by ACCO. Detached accessory and storage buildings, barns and corrals must be approved by the ACCO, and shall be totally within the building envelope unless a variance is granted by ACCO. Construction shall be similar to that of the principal dwelling in color and style.

Section 5. Temporary Structures. No structure of a temporary nature, such as a tent, garage, trailer house, barn, or other outbuilding or basement shall be used on any lot at any time as a residence, either temporarily or permanently. All structures shall be of new construction built on-site. No mobile, modular or manufactured housing shall be allowed.

Section 6. Re-Subdivision. No lot shall be re-subdivided except for lot line adjustments where no additional lots are created.

Section 7. Trash. No lot shall be used or maintained as a dumping ground for rubbish or storage area for junk. Trash, garbage or other waste must be kept in sanitary containers. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.

Section 8. Advertising. No signs, advertising devices or billboards shall be displayed within The Estates unless written approval thereof is granted by ACCO. With the exception of one "for sale" sign per lot, which shall not be larger than 18 inches by 24 inches, and except for signs used by the Developer for subdivision advertisement and signs used by builders to advertise during the building and sale period.

Section 9. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except as provided in this paragraph. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be controlled and contained so that they do not become a nuisance to the neighborhood and do not run at large or endanger or harass other animals or wildlife. Any uncontained pet must be on a leash under the control of a responsible individual. Horses may be kept with ACCO approval and shall not exceed two (2) horses total per Lot. The location and plans for any barns or corrals must be approved by the ACCO. Arenas or other horse riding or exercise areas must be dust free. The keeping of animals is also subject to the City of Grand Junction Ordinances and Zoning and Development Code, particularly as it relates to the number of agricultural animals permitted on property within The Estates.

Section 10. Screening. All clotheslines, implements, recreational vehicles, motor homes, boats, equipment, service yards, wood piles, storage piles or similar storage items shall be kept screened by adequate vegetation or fencing to conceal them from public and adjoining property or shall be stored wholly within the enclosed garage or accessory building located on the Lot. All screening plans shall be submitted to the ACCO for approval prior to construction.

Section 11. Roofs. Permitted roof coverings shall be approved by the ACCO with a minimum of 25 year life. Hipped roof style and character are encouraged along with a harmonic and integrated roofscape.

Section 12. Exterior Materials and Colors. Stains and paints shall be colors of subdued earth tones. No bright or garish colors shall be permitted on the exterior of any structure. All exterior walls shall contain at least 60% brick, stone or stucco. This will be measured on each exterior wall and not determined by an average of all walls.

Section 13. Antennas. No towers or antennas shall be erected on any lot which are higher than three (3) feet above the roof line of the highest structure on the lot. Satellite reception dishes shall be allowed that are less than 24 inches in diameter.

Section 14. Tanks. No elevated or underground tanks of any kind shall be permitted.

Section 15. Lighting. All exterior lights and light standards shall be subject to approval by the ACCO for harmonious development and prevention of lighting nuisances.

Section 16. Recreational Vehicles. No snowmobiles, ATV's, go-carts, motorcycles, or similar recreational vehicles shall be operated in The Estates except that motorcycles may be utilized for transportation to public roads.

Section 17. Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property; and no open fires shall be lighted or permitted on any property (including burning of trash or rubbish) except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed fireplace, and except for ditch or pasture burning in accordance with County requirements and restrictions.

Section 18. Utilities. All utilities shall be buried underground from their primary source adjacent to the lot line at the owner's sole expense.

Section 19. Wildlife. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted in The Estates, it being the intent hereof to conserve and protect all

wildlife to the fullest extent possible. However, the Estates Homeowners Association shall be allowed to control nuisance animals.

Section 20. Drainage. No modifications or alterations shall be made in such manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage except as approved by ACCO.

Section 21. Landscaping. ACCO shall review for approval all landscaping and site plans. Landscaping plans must be submitted for ACCO approval within one (1) year after home construction is complete, which plans shall include a schedule of completion for not more than one (1) year after approval. The landscape objective for The Estates Subdivision is to protect and preserve the existing pastoral and natural character of the property. Planting of natural grasses and vegetation, including cottonwoods and three-leaf sumac will be encouraged.

Section 22. Fencing. No fence of any kind shall be taller than six (6) feet with the exception of tennis court fencing which shall require prior approval by the ACCO. Welded wire and open wire rectangular field fencing shall not be permitted. Chain link fencing shall be allowed for pet containment and tennis courts only if screened from the view of adjacent roadways and adjoining properties by vegetation or other material approved by the ACCO. All privacy and screening fences including ornamental types shall be within the building envelope and shall be within one hundred (100) feet of the foundation of the principal dwelling, unless specific written permission is given by the ACCO for a variance. In determining whether permission should be given, the ACCO shall consider the topography, vegetation and desires of the neighborhood. Any corrals must be constructed of round wood rails and posts and must be approved by the ACCO. Metal fencing for corrals is permitted for gates only, and must be approved by the ACCO.

Section 23. Mining. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 24. Easements. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat and may be added to by Lot owners.

Section 25. Plants. No owner shall permit any thing or condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 26. Noise. No sound shall be emitted on any property which is unreasonably loud or annoying, and no odor shall be emitted on any property which is noxious or offensive to others.

Section 27. Irrigation. Irrigation water equivalent to three (3) shares of water from Grand Valley Irrigation Company shall be made available, seasonally, to each Lot for use thereon.

Additional quantities of water may be available from stored water within The Estates Subdivision. The water level of the storage lakes may not be drawn down lower than 50% of its total depth without approval of the Homeowner's Association. It may be necessary, from time to time, for the Lot owners to develop a schedule so that each lot owner may irrigate. Each Lot Owner or the HOA may purchase additional water shares as they may be available. The HOA shall have the authority to assess the owner or owners of each lot a pro rata share of the cost of operation and maintenance of the said irrigation system, including annual water share assessment by Grand Valley Irrigation Company, lakes, connecting ditches, and standpipes, overflow pipes, etc., and any other purpose which shall be determined to be a proper assessment for operation and maintenance of the irrigation system of The Estates Subdivision. The assessments shall be paid promptly as the same become due, and each assessment shall constitute a lien on the premises against which the same is assessed from the date of such assessment, which shall be subject only to a first lien on each lot, if any there be, and may be enforced as provided by Colorado Law. Such assessments shall accrue to the benefit of and may be enforced jointly and severally by the other property owners in the subdivision or by the HOA. Each Lot Owner shall be responsible for the installation cost and maintenance cost of transporting their irrigation water from their Lot boundary. No flood irrigation shall be allowed.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition of Committee. The Architectural Control Committee ("ACCO") shall consist of three (3) or more persons appointed by the Board of Directors of the Association; provided, however, that until Declarant has conveyed all Lots to Owners other than the Declarant, or until three (3) years after the date of recording of this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, whichever occurs earliest, Declarant shall appoint the Architectural Control Committee. A majority of the Committee may, from time to time, designate a representative to act for it. Reasonable effort shall be made to have a licensed architect as a Committee member. The power of the Declarant to "appoint", as provided herein, shall include without limitation the power to: initially constitute the membership of the Architectural Control Committee, appoint member(s) to the Architectural Control Committee upon the occurrence of any vacancy therein, for whatever reason remove any member of the Architectural Control Committee, with or without cause, at any time, and appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant. All improvements within the Property constructed by Declarant during the period in which it appoints the Architectural Control Committee shall be deemed approved by the Committee without the issuance of any writing evidencing such approval. The ACCO shall have the right to adopt Architectural Control Guidelines from time to time to assist owners in applying for ACCO approval.

Section 2. Prior Approval. No buildings or exterior improvements of any kind, including (without limitation) driveways leading to the various structures within The Estates shall be constructed, remodeled or altered in any fashion on any lands within The Estates, nor may any vegetation be altered or destroyed, nor any landscaping performed unless two (2) complete sets of

plans and specifications for such construction or alteration or landscaping are submitted to and approved by the ACCO prior to the commencement of such work. All applications shall be submitted to the ACCO in writing, if the ACCO fails to take any action within thirty days after complete architectural plans and specifications for such work have been submitted to it, then all of such submitted plans and specifications shall be deemed to be approved. The ACCO may adopt rules and regulations for processing of such applications, including a reasonable processing fee.

Section 3. Plans. Plans and specifications submitted hereunder shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control and all other matters necessary for the ACCO to properly consider and make a determination thereon. Submittals shall include a minimum of:

- a. 1" = 10' scale site plan showing property boundaries, setbacks, building envelope, principal and accessory buildings, driveway location and width, surface drainage and fencing.
- b. Building elevations (four views) and floor plans.
- c. Engineered foundation plans by a licensed engineer.
- d. Samples of roof and external materials along with field, trim and accent colors for principal and accessory buildings.
- e. Landscape plans shall be in a 1" = 10' scale and shall include plant quantity and types, fencing, drainage, irrigation and other site improvements.

The ACCO shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 4. Variance. Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations, or other matters require or allow, the ACCO may, by two-thirds vote, allow reasonable variances as to any of these covenants, including required sizes of structures, setback or side yard requirements, on such terms and conditions as it shall require. Opinions of adjoining property owners shall be considered in any such decisions. Variances related to setbacks and side yard requirements are also subject to review and approval by the City of Grand Junction.

Section 5. Best Judgment. The ACCO shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the land within The Estates conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations.

Section 6. Time. After approval of any plan by the ACCO, the same shall be completed with due diligence in conformity with conditions of approval, if any. Failure to adhere to any term of approval shall operate automatically to revoke the approval, and the ACCO may require the property to be restored as nearly as possible to its previous state. The time for completion of any such work may be extended by the ACCO.

Section 7. Liability. The ACCO, the Developer, or any owner shall not be liable in damages to any person, corporation or association submitting any plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications. Any owner submitting or causing to be submitted any plans and specifications to the ACCO agrees and covenants that he will not bring any action or suit to recover damages against the ACCO, the Developer or any owner collectively, its members individually or its advisors, employees or agents.

Section 8. Procedures. The Architectural Control Committee shall approve or disapprove all requests for architectural control approval within thirty (30) days after the complete submission of copies of all plans, specifications, and other materials which the Committee may require in conjunction therewith. In the event that the Architectural Control Committee fails to approve or disapprove any request within thirty (30) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall not be required and this Article shall be deemed to have been fully complied with.

Section 9. Vote and Appeal. A majority vote of the Architectural Control Committee is required to approve a request for architectural approval pursuant to this Article. An Owner may appeal the decision of the Architectural Control Committee to the Board of Directors if the Board is composed of different members than the Architectural Control Committee, and, in such event, the decision of the Board shall be final.

Section 10. Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

Section 11. Liability. The Architectural Control Committee and the members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 12. Waivers. The approval or consent of the Architectural Control Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee as to any application or other matters whatsoever subsequently or additionally submitted for approval or consent hereunder.

ARTICLE VII
GENERAL PROVISIONS

BOOK 3022 PAGE 522

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, as amended, shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents in any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Easements. Easements for the installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat of the Property, or any portion thereof, or other duly recorded instrument(s). Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. Declarant hereby reserves the right to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

Section 4. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 5. Street Lighting. Unless street lighting and the cost thereof is provided by the community in which jurisdiction this subdivision is situated, all Lots shall be subject to and bound to Xcel Energy tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 6. Duration, Revocation, and Amendment.

a. Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. Except as provided in Article X hereof and in Subsections (b) and (c) of this Section 6, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than two-thirds (2/3rds) of the Members. Such amendment shall be effective when duly recorded in Mesa County, Colorado.

b. If Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or Bylaws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any of the Agencies, Declarant shall have and is hereby specifically granted the right and power to make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to termination of the Declarant's control or the Association.

c. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or Bylaws of the Association at any time prior to the termination of Declarant's control or the Association, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

d. All other amendment, if any, shall require the written consent of fifty-five percent (55%) of the membership and a recorded amendment duly executed and notarized by such members.

Section 7. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under, and across any Common Area, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designees' construction on the Property; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owner's Lot. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations hereunder, and the sale of the Lots. Any special declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the County of Mesa. The rights of Declarant

reserved in this Section 8 shall expire five (5) years after the recording of this Declaration. Such instrument shall be executed by Declarant and its transferee. Any rights granted to Declarant under this Declaration shall expire on the date which is ten (10) years from the recording date of this Declaration, unless otherwise provided herein.

Section 8. Easement for Encroachments. If any portion of a structure encroaches upon any Common Area or upon any adjoining Lot, or if any portion of any Common Area encroaches upon any Lot, including any future encroachments arising or resulting from the repair or reconstruction of a structure subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

Section 9. Easements for Irrigation and Drainage. An easement in gross is hereby granted and conveyed to the Association, its successors and assigns over, under, in and across the Lots of The Estates Subdivision, except those areas depicted as building envelopes on the Building Envelope Site Plan as recorded in the Mesa County Records, for the installation, operation and maintenance of irrigation ditches and irrigation lines and facilities reasonably required for the operation and maintenance of drainage and irrigation services for The Estates Subdivision. The Association shall exercise its easement rights in a reasonable and prudent manner after coordination with the owner of the servient estate.

Section 10. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, c/o J. Richard Livingston, GOLDEN, MUMBY, SUMMERS, LIVINGSTON & KANE, LLP, P.O. Box 398, Grand Junction, Colorado 81502, until such address is changed by the Association.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the day and year first above written.

Keith P. Mendenhall

IAMA, LLC

By: Keith P. Mendenhall

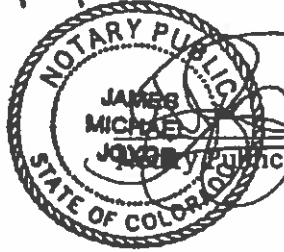
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 22nd day of January, 2002, by Keith P. Mendenhall, the manager of IAMA, LLC.

WITNESS my hand and official seal.

My commission expires: 10/27/05



620 Darren Way
Grand Junction, CO 81504

EXHIBIT "A"
LEGAL DESCRIPTION

BOOK 3022 PAGE 526

A parcel of land situated in the SE1/4 of Section 34, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:
Commencing at the found Mesa County survey marker for the S1/4 corner of said Section 34, the basis of bearings being S90°00'00"E to the E 1/16 corner of said Section 34, also being a found Mesa County survey marker;

thence S90°00'00"E a distance of 363.00 feet along the South line of said SE1/4;

thence N35°19'00"E a distance of 36.77 feet to the North right-of-way of G Road and the Point of Beginning;

thence along the Southeasterly bank of Leach Creek the following seven courses:

- | | |
|---|---|
| 1.) N35°19'00"E a distance of 283.23 feet | 2.) N01°51'00"E a distance of 119.87 feet |
| 3.) N14°48'00"E a distance of 152.52 feet | 4.) N23°01'00"E a distance of 288.40 feet |
| 5.) N73°38'00"E a distance of 174.67 feet | 6.) N47°25'00"E a distance of 271.65 feet |
| 7.) N37°29'00"E a distance of 371.21 feet to the North line of the SW1/4 of the SE1/4 of said Section 34; | |

thence N89°56'06"E a distance of 22.88 feet to the SE 1/16 corner of said Section 34;

thence N00°06'20"E a distance of 36.00 feet;

thence N66°30'00"E a distance of 916.00 feet to the Southwesterly bank of the Highline Canal;

thence along said canal the following four courses:

- | | |
|---|--|
| 1.) S24°28'00"E a distance of 300.19 feet | 2.) S36°23'00"W a distance of 157.20 feet |
| 3.) S35°06'00"W a distance of 159.38 feet | 4.) S27°19'00"W a distance of 149.50 feet; |

thence S68°11'00"W a distance of 344.10 feet;

thence S00°00'00"E a distance of 98.79 feet;

thence N90°00'00"W a distance of 50.00 feet;

thence along the arc of a curve to the left 157.12 feet, having a central angle of 180°00'00" and a radius of 50.00 feet, the chord of which bears S00°28'03"E a distance of 100.00 feet;

thence S34°25'00"W a distance of 29.72 feet;

thence S63°00'00"W a distance of 91.41 feet;

thence S52°33'00"W a distance of 56.31 feet;

thence S38°40'00"W a distance of 59.87 feet;

thence S17°04'00"E a distance of 28.76 feet;

thence S01°44'00"W a distance of 133.90 feet;

thence S23°51'00"W a distance of 209.00 feet;

thence S40°36'00"W a distance of 135.84 feet;

thence S77°17'00"W a distance of 37.52 feet;

thence S39°14'00"W a distance of 55.39 feet;

thence S22°55'00"E a distance of 53.42 feet to the North right-of-way line of G Road;

thence N90°00'00"W a distance of 878.29 feet along said right-of-way to the Point of Beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, IANA LLC, is the owner of that real property as described in Book 2778 at Pages 607 thru 620 of the records of the Mesa County Clerk and Recorder, being more particularly described as follows:

A parcel of land situated in the SE 1/4 of Section 34, Township 1 North, Range 1 West of the 6th Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the found Mesa County survey marker for the S 1/4 corner of said Section 34, the south end of bearing being S80°00'00"E to the E 1/16 corner of said Section 34, also being a found Mesa County survey marker; thence S80°00'00"E a distance of 383.00 feet along the south line of said SE 1/4; thence N20°15'00"E a distance of 36.77 feet to the north right-of-way of G Road and the Point of Beginning; thence along the southeasterly bank of Larch Creek the following seven courses: 1.) S82°19'00"E a distance of 283.23 feet; 2.) N14°28'00"E a distance of 158.49 feet; 3.) S73°28'00"E a distance of 174.87 feet; 4.) S87°23'00"E a distance of 271.88 feet; 5.) S82°19'00"E a distance of 371.21 feet to the north line of the SE 1/4 NE 1/4 of said Section 34; thence N80°00'00"E a distance of 29.86 feet to the NE 1/16 corner of said Section 34; thence N80°00'00"E a distance of 318.00 feet to the westerly bank of the Highline Canal; thence along said canal the following four courses: 1.) S84°23'00"E a distance of 300.16 feet; 2.) S83°11'00"E a distance of 158.38 feet; 3.) S83°11'00"E a distance of 344.10 feet; 4.) S27°15'00"E a distance of 148.38 feet; thence along the arc of a curve to the left 187.12 feet, having a central angle of 180°00'00" and a radius of 50.00 feet, the chord of which bears S20°20'00"E a distance of 100.00 feet; thence S24°25'00"E a distance of 29.78 feet; thence S83°00'00"E a distance of 81.41 feet; thence S23°23'00"E a distance of 28.31 feet; thence S28°40'00"E a distance of 29.77 feet; thence S17°04'00"E a distance of 22.78 feet; thence S91°44'00"E a distance of 124.82 feet; thence S23°31'00"E a distance of 308.00 feet; thence S48°38'00"E a distance of 132.84 feet; thence S77°17'00"E a distance of 37.22 feet; thence S28°14'00"E a distance of 25.38 feet; thence S22°00'00"E a distance of 52.42 feet to the north right-of-way line of G Road; thence N80°00'00"E a distance of 271.25 feet along said right-of-way to the Point of Beginning. Said parcel of land contains 30.85 acres more or less.

That said owner has caused the said real property to be laid out and surveyed as THE ESTATES a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado. That said owner hereby dedicates and sets apart real property as shown and labeled on the accompanying plat as follows:

All streets, roads and rights-of-way are dedicated to the City of Grand Junction for the use of the public forever, before acceptance of a dedication of any street or right-of-way, the City may require proof of acceptable environmental condition by, e.g., a "phase I" environmental audit.

All Multi-purpose Easements to the City of Grand Junction for the use of City sewerage, utilities and public providers as perpetual easements for the installation, operation, maintenance and repair of utilities and easements including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.

All Irrigation Easements to an association if formed now or later for the benefit of the owners, or if not to the owners of the lots and tracts hereby plotted as undivided interests but partitionable, or personal easements for the installation, operation, maintenance and repair of irrigation systems and to install and drain irrigation water, easements, conditions, or restrictions or other conveyances.

The 40' Irrigation Easement across Lot 1 and Lot 2, Block 1 and Lots 1 and Lot 2, Block 3, is further granted to the owners of the irrigation lateral ditch that currently exists within these easements, which lateral ditch diverts water from the Grand Valley Canal and is used to transport such water to users located within the Estates. The easement hereby granted is a perpetual easement for the operation, maintenance, replacement and repair of the existing lateral ditch and includes the easements under the Run.

All Easement and Landscaping Easements to an association if formed now or later for the benefit of the owners, or if not to the owners of the lots and tracts hereby plotted as undivided interests but partitionable, as perpetual easements for the purposes as determined appropriate by said owners.

Tracts A, B, C and D are granted to the Owners Association, if formed now or in the future, tracts hereby plotted as personal easements for: (a) recreational and aesthetic purposes as determined appropriate by said owners.

Tract E and F are dedicated to the City of Grand Junction for the use of the public forever for purposes including but not limited to, ingress and egress for pedestrians and other non-motorized forms of transportation for commuting and recreational purposes, subject to any historical and recorded rights and easements of the Grand Junction Drainage District to install, operate, maintain and repair irrigation water transmission lines, drainage facilities.

Tract G is granted to the owners Property/Owner's Association of the lots and tracts hereby plotted as a perpetual easement for (a) the conveyance or storage of irrigation water and storm water through natural or man-made facilities above or below ground; (b) the maintenance and repair of irrigation systems; (c) the use of the City and any water provider, for the installation, operation, maintenance, and repair of irrigation and storm water facilities.

All Tracts/Easements include the right of ingress and egress on, along, over, under, and through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and shrubs, and in Drainage and Detention/Retention easements or tracts, the right to dredge, provided however, that the beneficiaries/owners shall within the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby plotted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF said owner has caused his name to be hereunto subscribed this 24th day of January, A.D., 2002.

Keith P. Mendenhall, Keith P. Mendenhall

BRUCE L. PERRY, Vice President

STATE OF COLORADO } COUNTY OF MESA }

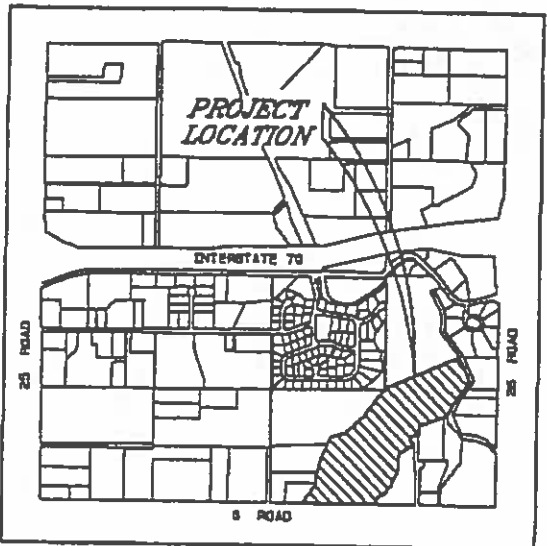
The foregoing instrument was acknowledged before me this 24th day of January, A.D., 2002, by IANA LLC, Keith P. Mendenhall, My commission expires 10/27/05. Witness by hand and official seal.

STATE OF COLORADO } COUNTY OF MESA }

The foregoing instrument was acknowledged before me this 24th day of January, A.D., 2002, by Bruce L. Perry, Vice President, My commission expires 3-31-2002. Witness by hand and official seal.



THE ESTATES



VICINITY MAP

CITY APPROVAL

This Plat of THE ESTATES, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted on the 25th day of January, 2002.

Diana Walker, City Manager

Cindy Lewis Mack, City Mayor

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO } COUNTY OF MESA }

I hereby certify that this instrument was filed in my office at 9:22 a'clock A.M. this 14th day of January, A.D., 2002, and is duly recorded in Plat Book No. 19 Page 2477-38. Fee \$ 30.00, Deed No. 61194, Reception No. 2440833.

Theresa Jace, Clerk and Recorder

Candice, Deputy

SURVEYOR'S CERTIFICATE

I, Michael W. Orsini, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that this subdivision was made by me and / or under my direct supervision, and that both are accurate to the best of my knowledge and belief. I also certify, to the best of my knowledge and belief, that this Plat conforms to all applicable requirements of the Planning and Development City of the City of Grand Junction and all applicable laws and regulations of the State of Colorado.



Conveyance of Tracts A, B, C, D and G to the Homeowners Association is recorded in Book 2822 at Page 2477 of the records of the Mesa County Clerk and Recorder.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than two years from the date of the certification / statement shown herein.

THE ESTATES LOCATED IN THE SE 1/4, SEC. 34, T1N, R1W, U1M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8740

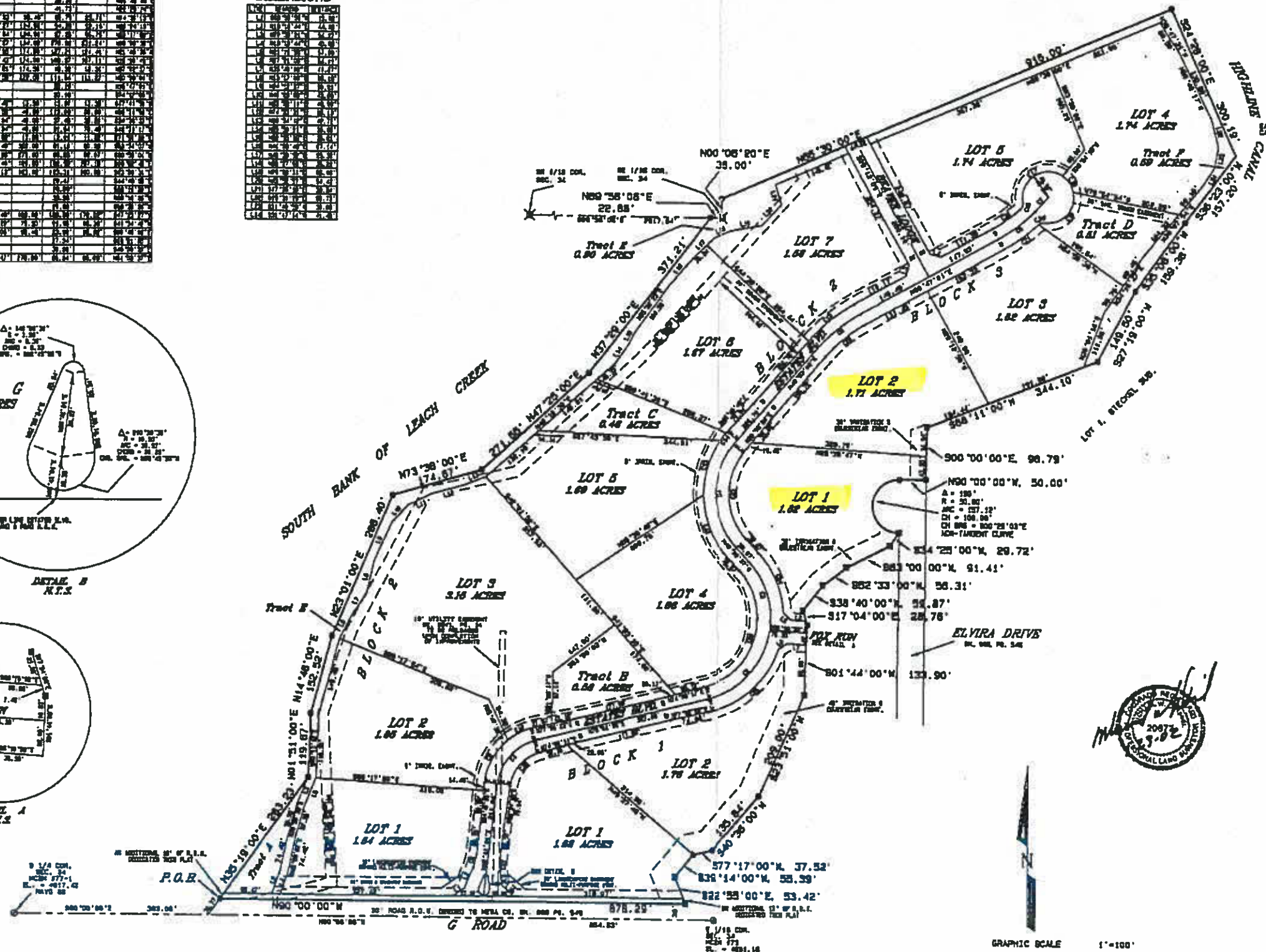
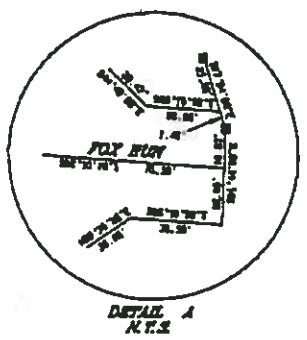
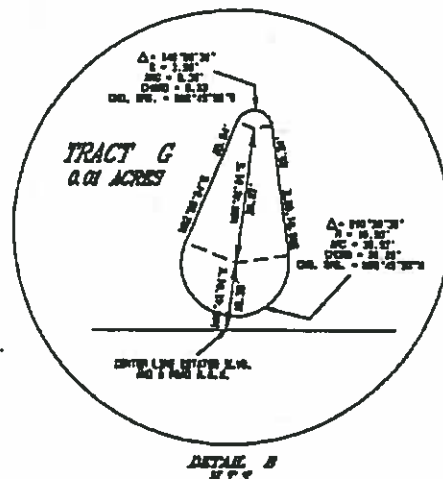
THE ESTATES

LOT & RIGHT-OF-WAY DIMENSIONS

LOT	AREA	PERIMETER	AREA	PERIMETER	AREA	PERIMETER
LA	0.01	114.51	0.01	114.51	241.32	477.87
LB	0.01	114.51	0.01	114.51	241.32	477.87
LC	0.01	114.51	0.01	114.51	241.32	477.87
LD	0.01	114.51	0.01	114.51	241.32	477.87
LE	0.01	114.51	0.01	114.51	241.32	477.87
LF	0.01	114.51	0.01	114.51	241.32	477.87
LG	0.01	114.51	0.01	114.51	241.32	477.87
LH	0.01	114.51	0.01	114.51	241.32	477.87
LI	0.01	114.51	0.01	114.51	241.32	477.87
LJ	0.01	114.51	0.01	114.51	241.32	477.87
LK	0.01	114.51	0.01	114.51	241.32	477.87
LL	0.01	114.51	0.01	114.51	241.32	477.87
LM	0.01	114.51	0.01	114.51	241.32	477.87
LN	0.01	114.51	0.01	114.51	241.32	477.87
LO	0.01	114.51	0.01	114.51	241.32	477.87
LP	0.01	114.51	0.01	114.51	241.32	477.87
LQ	0.01	114.51	0.01	114.51	241.32	477.87
LR	0.01	114.51	0.01	114.51	241.32	477.87
LS	0.01	114.51	0.01	114.51	241.32	477.87
LT	0.01	114.51	0.01	114.51	241.32	477.87
LU	0.01	114.51	0.01	114.51	241.32	477.87
LV	0.01	114.51	0.01	114.51	241.32	477.87
LW	0.01	114.51	0.01	114.51	241.32	477.87
LX	0.01	114.51	0.01	114.51	241.32	477.87
LY	0.01	114.51	0.01	114.51	241.32	477.87
LZ	0.01	114.51	0.01	114.51	241.32	477.87

LOT & TRACT DIMENSIONS

TRACT	AREA	PERIMETER
TRACT A	0.28	114.51
TRACT B	0.28	114.51
TRACT C	0.48	114.51
TRACT D	0.31	114.51
TRACT E	0.30	114.51
TRACT F	0.29	114.51
TRACT G	0.01	114.51
TOTAL	20.08	1000



- LEGEND**
- NEVA COUNTY SURVEY MONUMENT
 - ✕ FD. # 5 REBAR 1/2" ALUM. CAP STAMPED GED LS 23877
 - ✕ S.L.M. 3.25" ALUMINUM MONUMENT
 - FD. #5 REBAR 1/4" PLASTIC CAP MARKED LAKE LS 14115
 - ▲ FD. #5 REBAR 1/4" PLASTIC CAP MARKED LS 3837
 - FD. #5 REBAR 1/4" PLASTIC CAP MARKED HAAS LS 87288
 - FD. #5 REBAR 1/2" ALUM. CAP STAMPED AED LS 24320
 - FD. #5 REBAR 1/2" ALUM. CAP STAMPED MELLINGTON LS 17809
 - NET #5 REBAR 1/2" ALUM. CAP STAMPED D H SURVEYS LS 20877
- ALL EXTERIOR BOUNDARY CORNERS SET IN CONCRETE

- PLAT NOTES**
- 1.) There is a 14' multi-purpose easement along the front of every lot and tract.
 - 2.) There is a 6' easement along the back of every lot and tract, unless otherwise specified.
 - 3.) The project is located in the Community Development being 4817.43 based on 18888.
 - 4.) There is a 6' irrigation easement within the 14' multi-purpose easement along Lots 1, Blk. 2, Lot 2, Blk. 3, Tract B and Tract C.
 - 5.) Note: Future property owners need to review information in the project file located at the Community Development Department regarding soil and ground water conditions. The developer of the lot shall obtain by the minimal requirements stated in the recommendation from the Colorado Geologic Survey regarding foundations or otherwise demonstrate that they have otherwise satisfied the requirements.
 - 6.) The Fire Department shall review and approve plans for new homes on all lots before a Planning Clearance will be issued.
 - 7.) There is an existing irrigation lateral ditch located in the 20' irrigation and Easement across the back of Lots 1 and 2, Block 1, and in the 30' irrigation and Easement across the back of Lot 1 and 2, Block 2. This lateral ditch diverts water from the Grand Valley Canal and is used to transport such water to users located outside of the Estates.

TRACT DESCRIPTION

TRACT	DESCRIPTION	AREA
TRACT A	COMMON AREA	0.28 ACRES
TRACT B	COMMON AREA	0.28 ACRES
TRACT C	COMMON AREA	0.48 ACRES
TRACT D	IRIGATION AREA	0.31 ACRES
TRACT E	IRIGATION AREA	0.30 ACRES
TRACT F	IRIGATION AREA	0.29 ACRES
TRACT G	COMMON AREA	0.01 ACRES

AREA SUMMARY

TRACT	AREA	PERCENT
TRACT A - G	20.08 ACRES	100%
TOTAL	20.08 ACRES	100%

THE ESTATES
LOCATED IN THE
SE 1/4, SEC. 34, T1N, R1W, U.M.

D H SURVEYS INC.
118 OURAY AVE. - GRAND JUNCTION, CO.
(970) 246-8749



Book 11
Page 346

1107 119079

PRE-EMPTION AND CASH ENTRY PATENT. - Color, Pae, Hope & Co., Stationers, 118 and 120 House near, Station.

THE UNITED STATES OF AMERICA,

Ute Series
Certificate No. 15

To all to Whom these Presents shall come, GREETING:

Whereas Nelson Main of Mesa County Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Gunnison Colorado whereby it appears that full payment has been made by the said Nelson Main

according to the provisions of the Act of Congress of the 24th of April, 1830, entitled "An Act making further provision for the sale of the Public Lands," for and the Acts Supplemental thereto for the South West-Quarter of the South East-Quarter and the South East-Quarter of the South West-Quarter of Section Twenty-four in Township One North and the North West-Quarter of the North East-Quarter and the North East-Quarter of the North West-Quarter of Section Three in Township One South of Range One West of the Ute Meridian in Colorado containing One hundred and Sixty One Acre and Sixty Eight Tenth of an Acre

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Nelson Main

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Nelson Main

and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said Nelson Main

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I, Benjamin Harrison President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the fourteenth day of August, in the year of our Lord one thousand eight hundred and Ninety, and of the Independence of the United States the one hundred and fiftieth



BY THE PRESIDENT: Benjamin Harrison
By M. M. Keane Secretary

J. W. Townsend Recorder of the General Land Office

Recorded, Vol. 2 Page 207

Filed for Record the 13th day of Sept A. D. 1894, at 1:20 o'clock P. M.

J. P. Redwell Recorder

THE ESTATES, FILING 2

DEDICATION

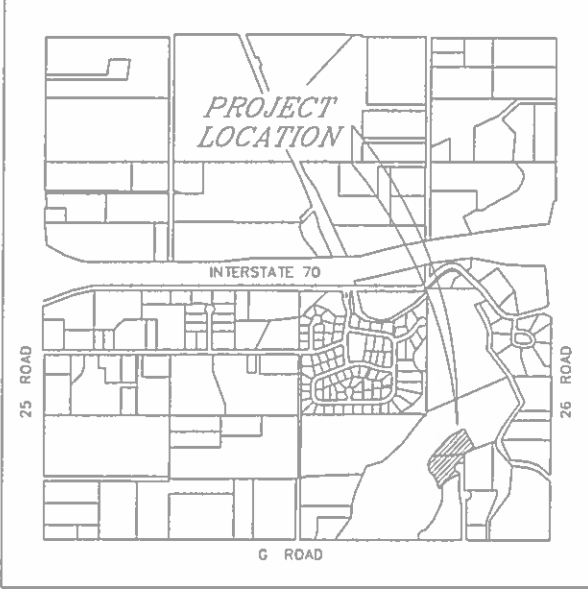
KNOW ALL MEN BY THESE PRESENTS:
That the undersigned, IAMA LLC, Douglas B. Rock and Maria T. Rock are the owners of that real property described as Lot 1 & 2, Block J of THE ESTATES as recorded in Plat Book 18 at Pages 349 & 350 of the Mesa County, Colorado records.

That said owners have caused the said real property to be laid out and surveyed as THE ESTATES, FILING 2, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

Keith P. Mendenhall Douglas B. Rock Maria T. Rock

STATE OF COLORADO)
COUNTY OF MESA)
The foregoing instrument was acknowledged before me this _____ day of _____
A.D., 2003, by IAMA LLC, Keith P. Mendenhall
My commission expires _____
Witness my hand and official seal _____
Notary Public
Address _____

STATE OF COLORADO)
COUNTY OF MESA)
The foregoing instrument was acknowledged before me this _____ day of _____
A.D., 2003, by Douglas B. Rock and Maria T. Rock
My commission expires _____
Witness my hand and official seal _____
Notary Public
Address _____



VICINITY MAP
N.T.S.

LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 2776 at Page 910 of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____ with the authority of its Board of Directors, this ____ day of _____, A.D., 2003.

BY: _____ FOR: First National Bank of the Rockies

LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 3058 at Page 1 of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____ with the authority of its Board of Directors, this ____ day of _____, A.D., 2003.

BY: _____ FOR: Wells Fargo Bank West

TITLE CERTIFICATION

STATE OF COLORADO
COUNTY OF MESA
We, First American Heritage Title Company, a title insurance title company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to the owners shown hereon in the dedication, that the current taxes have been paid, that all mortgages not satisfied or released of record nor otherwise terminated by law, are shown hereon and that there are no other encumbrances of record; that all easements, reservations and right-of-ways of record are shown hereon.

DATE: _____ BY: _____

SURVEYOR'S CERTIFICATE
I, Michael W. Drisael, a registered Professional Land Surveyor in the state of Colorado, do hereby certify that this subdivision was made by me and / or under my direct supervision, and that both are accurate to the best of my knowledge and belief. I also certify, to the best of my knowledge and belief, that this plat conforms to all applicable requirements of the Zoning and Development Code of the City of Grand Junction and all applicable laws and regulations of the State of Colorado. Title search was performed by First American Heritage Insurance Company in Commitment No. 00150811

CITY APPROVAL

This plat of THE ESTATES, FILING 2, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted on the _____ day of _____, A.D., 2003.

City Manager City Mayor

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO)
COUNTY OF MESA)
I hereby certify that this instrument was filed in my office at _____ o'clock ____M. this _____ day of _____ A.D., 2003, and is duly recorded in Plat Book No. _____ Page _____
Fee \$ _____ Drawer No. _____ Reception No. _____

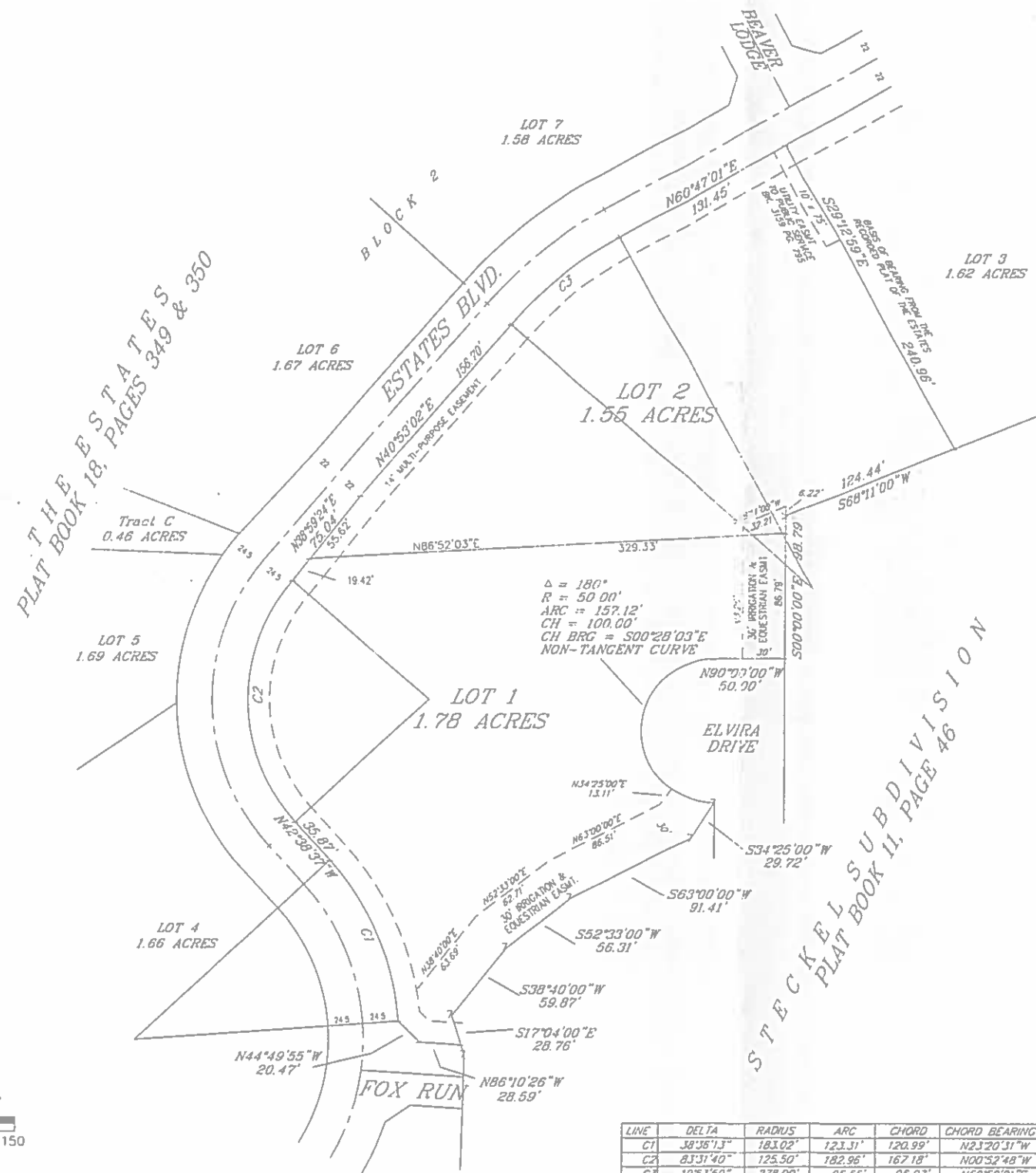
Clerk and Recorder Deputy

THE ESTATES, FILING 2
LOCATED IN THE
SE 1/4, SEC. 34, T1N, R1W, U.M.

D H SURVEYS INC.
118 OURAY AVE. - GRAND JUNCTION, CO.
(970) 245-8749

Designed By	M.W.D.	Checked By	A.V.P.	Job No.	512-00-03A
Drawn By	TMODEL	Date	SEPT. 2003	Sheet	1 OF 2

THE ESTATES, FILING 2



PLAT NOTES

- 1.) All easements shown herein have previously been dedicated or granted according to the recorded plat of The Estates.
- 2.) The project benchmark is the S 1/4 cor. Sec. 34, being 4617.43 based on NAVD88.
- 3.) Note: Future property owners need to review information in the project file located at the Community Development Department regarding soil and ground water conditions. The developer of the lot shall abide by the minimal requirements stated in the recommendation from the Colorado Geologic Survey regarding foundations or otherwise demonstrate that they have otherwise satisfied the requirements.
- 4.) The Fire Department must review and approve plans for new homes on all lots before a Planning Clearance will be issued.
- 5.) There is an existing irrigation lateral pipeline located in the 30' Irrigation and Equestrian Easement across the back of Lot 1 and 2. This lateral pipeline diverts water from the Grand Valley Canal and is used to transport such water to users located outside of The Estates.

LEGEND

- 7 FD #5 REBAR W/1.5" ALUM. CAP STAMPED WELLINGTON LS 17509
- > FD #5 REBAR W/1.5" ALUM. CAP STAMPED AES LS 24320
- FD OR SET #5 REBAR W/2" ALUM. CAP STAMPED D H SURVEYS LS 20677
- ALL EXTERIOR BOUNDARY CORNERS SET IN CONCRETE

AREA SUMMARY

Lots	3.33 Acres = 100%
TOTAL	3.33 Acres = 100%

LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	38°36'13"	183.02'	123.31'	120.99'	N23°20'31"W
C2	83°31'40"	125.50'	182.96'	167.18'	N00°52'48"W
C3	19°53'59"	278.00'	96.55'	96.07'	N50°50'01"E

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon and defect in this survey be commenced more than ten years from the date of the certification / statement shown herein.

THE ESTATES, FILING 2

LOCATED IN THE
SE 1/4, SEC. 34, T1N, R1W, U.M.

D H SURVEYS INC.
118 OURAY AVE - GRAND JUNCTION, CO.
(970) 245-8749

Designed By	M.W.D.	Checked By	A.W.P.	Job No.	512-00-03A
Drawn By	TMODEL	Date	SEPT 2003	Sheet	2 OF 2

THE ESTATES, FILING 2

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned, IAMA LLC, Douglas B. Rock and Marie T. Rock are the owners of that real property describes as Lot 1 & 2, Block 3 of THE ESTATES as recorded in Plat Book 18 at Pages 349 & 350 of the Mesa County, Colorado records.
That said owners have caused the said real property to be laid out and surveyed as THE ESTATES FILING 2, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado.

Keith P. Mendenhall Douglas B. Rock Marie T. Rock

STATE OF COLORADO } ss
COUNTY OF MESA }
The foregoing instrument was acknowledged before me this ____ day of _____
A.D., 2003, by IAMA LLC, Keith P. Mendenhall
My commission expires _____
Witness my hand and official seal _____
Notary Public
Address _____

STATE OF COLORADO } ss
COUNTY OF MESA }
The foregoing instrument was acknowledged before me this ____ day of _____
A.D., 2003, by Douglas B. Rock and Marie T. Rock
My commission expires _____
Witness my hand and official seal _____
Notary Public
Address _____

LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 2776 at Page 510 of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____ with the authority of its Board of Directors, this ____ day of _____, A.D., 2003.

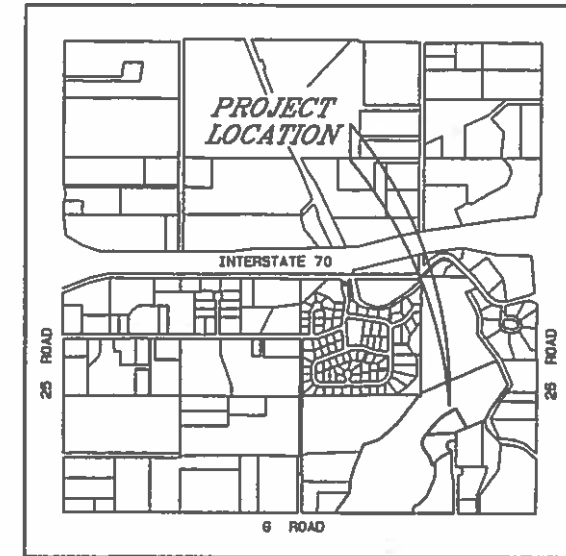
BY: _____ FOR: First National Bank of the Rockies

LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 3058 at Page 1 of the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____ with the authority of its Board of Directors, this ____ day of _____, A.D., 2003.

BY: _____ FOR: Wells Fargo Bank West



VICINITY MAP
N.T.S.

TITLE CERTIFICATION

STATE OF COLORADO
COUNTY OF MESA

We, First American Heritage Title Company, a title insurance title company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to the owners shown hereon in the dedication; that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law, are shown hereon and that there are no other encumbrances of record; that all easements, reservations and right-of-ways of record are shown hereon.

DATE: _____ BY: _____

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO } ss
COUNTY OF MESA }

I hereby certify that this instrument was filed in my office at ____ o'clock ____ M. this ____ day of _____ A.D., 2003, and is duly recorded in Plat Book No. ____ Page ____
Fee \$ _____ Drawer No. _____ Reception No. _____

Clerk and Recorder Deputy

CITY APPROVAL

This plat of THE ESTATES FILING 2, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted on the ____ day of _____, A.D., 2003.

City Manager City Mayor

SURVEYOR'S CERTIFICATE

I, Michael M. Orissel, a registered Professional Land Surveyor in the state of Colorado, do hereby certify that this subdivision was made by me and / or under my direct supervision, and that both are accurate to the best of my knowledge and belief. I also certify, to the best of my knowledge and belief, that this plat conforms to all applicable requirements of the Zoning and Development Code of the City of Grand Junction and all applicable laws and regulations of the State of Colorado. Title search was performed by First American Heritage Insurance Company in Commitment No. 00156811.

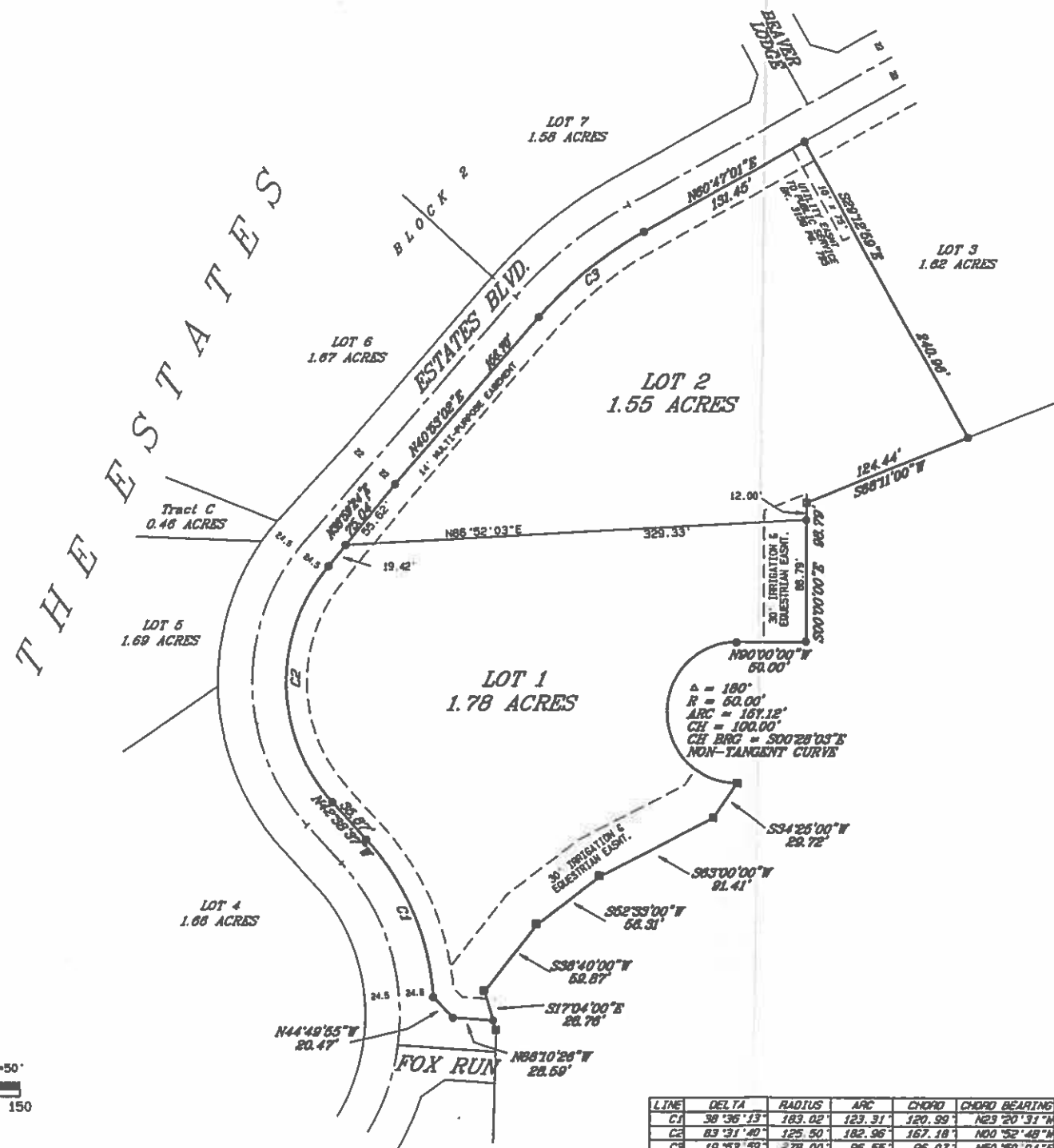
FOR REVIEW

THE ESTATES FILING 2
LOCATED IN THE
SE 1/4, SEC. 34, T1N, R1W, U.M.

D H SURVEYS INC.
118 OURAY AVE - GRAND JUNCTION, CO.
(970) 245-8749

Designed By	M. M. O.	Checked By	A. V.P.	Job No.	512-00-034
Drawn By	THODEL	Date	APRIL 2003	Sheet	1 OF 2

THE ESTATES, FILING 2



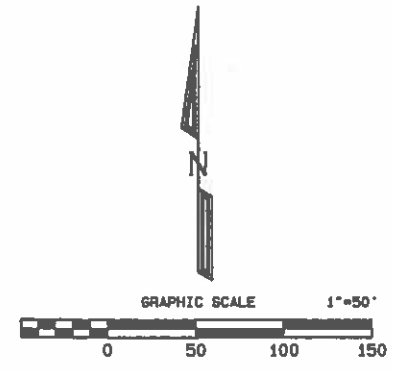
PLAT NOTES

- 1.) All assessments shown hereon have previously been dedicated or granted according to the recorded plat of The Estates.
- 2.) The project benchmark is the S 1/4 cor. Sec. 34, being 4617.43 based on NAVD83.
- 3.) Note: Future property owners need to review information in the project file located at the Community Development Department regarding soil and ground water conditions. The developer of the lot shall abide by the minimal requirements stated in the recommendation from the Colorado Geologic Survey regarding foundations or otherwise demonstrate that they have otherwise satisfied the requirements.
- 4.) The Fire Department must review and approve plans for new homes on all lots before a Planning Clearance will be issued.
- 5.) There is an existing irrigation lateral pipeline located in the 30' Irrigation and Equestrian Easement across the back of Lot 1 and 2. This lateral pipeline diverts water from the Grand Valley Canal and is used to transport such water to users located outside of The Estates.

- LEGEND**
- FD. #5 REBAR W/1.5" ALUM. CAP STAMPED WELLINGTON LS 17509
 - FD. #5 REBAR W/1.5" ALUM. CAP STAMPED AES LS 24320
 - FD. OR SET #5 REBAR W/2" ALUM. CAP STAMPED D H SURVEYS LS 20677
- ALL EXTERIOR BOUNDARY CORNERS SET IN CONCRETE

AREA SUMMARY

Lots	3.33 Acres = 100%
TOTAL	3.33 Acres = 100%



NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification / statement shown hereon.

FOR REVIEW

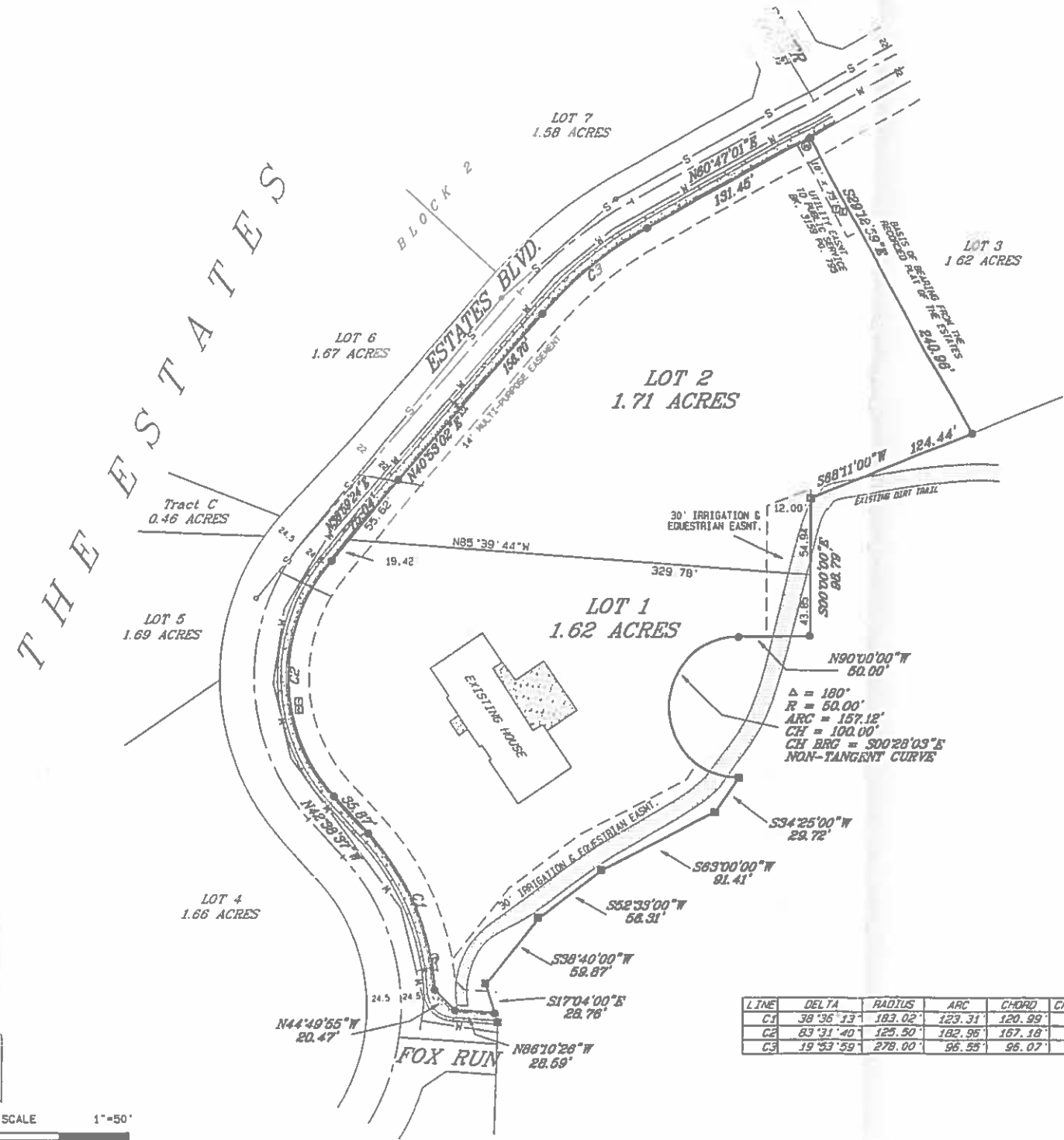
THE ESTATES FILING 2
 LOCATED IN THE
 SE 1/4, SEC. 34, T1N, R1W, U.M.

D H SURVEYS INC.
 118 OURAY AVE - GRAND JUNCTION, CO.
 (970) 245-8749

Designed By	H. M. D.	Checked By	A. VP.	Job No.	512-00-034
Drawn By	TMODEL	Date	APRIL 2003	Sheet	2 OF 2

IMPROVEMENT SURVEY PLAT

LOTS 1 & 2, BLOCK 3, THE ESTATES



PROPERTY DESCRIPTION
 Lots 1 & 2, Block 3, of THE ESTATES as recorded in Plat Book 18 at Page 349 & 350 of the Mesa County records.

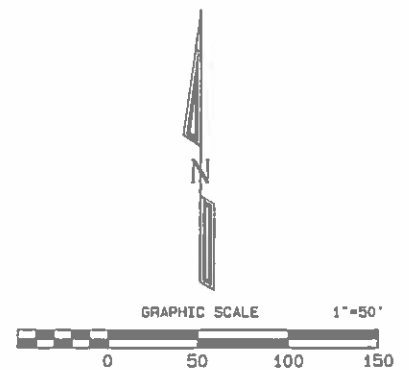
PLAT NOTES

- 1.) All easements shown hereon have previously been dedicated or granted according to the recorded plat of The Estates.
- 2.) There is an existing irrigation lateral pipeline located in the 30' Irrigation and Equestrian Easement across the back of Lot 1 and 2. This lateral pipeline diverts water from the Grand Valley Canal and is used to transport such water to users located outside of The Estates.

- LEGEND**
- FD #5 REBAR W/1.5" ALUM. CAP STAMPED WELLINGTON LS 17509
 - FD #5 REBAR W/1.5" ALUM. CAP STAMPED AES LS 24320
 - FD #5 REBAR W/2" ALUM. CAP STAMPED D H SURVEYS LS 20677
 - ⊙ WATER METER
 - ⊕ FIRE HYDRANT
 - ⊞ ELECTRIC VAULT
 - ⊠ TELEPHONE PEDESTAL
 - S— SEWER LINE
 - W— WATER LINE
 - ▨ CONCRETE

LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	38°36'13"	183.02'	123.31'	120.99'	N23°20'31"W
C2	63°31'40"	125.50'	182.95'	157.18'	N00°52'48"W
C3	19°53'59"	278.00'	95.55'	96.07'	N50°50'01"E

SURVEYOR'S STATEMENT
 I, Michael M. Drissel, a registered Professional Land Surveyor in the State of Colorado, do hereby state that this survey was performed by me or under my direct responsibility, supervision, and checking. That title research was supplied by First American Heritage Title Company in Title Commitment No. 00150811.



NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification / statement shown hereon.

LAND SURVEY DEPOSIT
 Mesa County Surveyor's Office
 Date _____ Page _____
 Book _____ Deposit No. _____

IMPROVEMENT SURVEY PLAT
 LOCATED IN THE
 SE 1/4, SEC. 34, T1N, R1W, U1M.

D H SURVEYS INC.
 118 OURAY AVE. - GRAND JUNCTION, CO.
 (970) 245-8749

Designed By: M.H.D. Checked By: A.V.P. Job No.: 512-00-034
 Drawn By: THOUEL Date: SEPT. 2003 Sheet: 1 OF 1