

Table of Contents

File 1979-0085
Date 12/12/00

Project Name: College Place Apartments

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>
---------------------------------	---------------------------------	---

X	X	*Summary Sheet – Table of Contents
		Application form
		Receipts for fees paid for anything
		*Submittal checklist
		*General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map
		Evidence of title, deeds
		*Mailing list
		Public notice cards
		Record of certified mail
		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or nonbound reports
		Traffic studies
		Individual review comments from agencies
		*Consolidated review comments list
X	X	*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)

DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet	X	X	Memo from Lance Williams to File re: Building Permit Hold – 12/9/82
X	X	Review Sheet Summary	X	X	Record of Final Plat Recording
X		Review Sheets	X		Certification of Plat
X	X	City Council Minutes - ** - 12/19/79	X		Letter from Sue Drissel to O. Reed Guthrie re: item approved petition with stipulations-11/29/79
X	X	Planning Council Minutes - ** - 11/27/79	X		Final Development Plan Application
X		Building Permit Guarantee Format	X		Rezone Application
X	X	Zoning Violation Report	X	X	By-laws of College Place Townhouses Association
X	X	Letter from Ray Scott to Lance Williams re: time frame on improvements- 1/11/83	X	X	Declaration
X	X	Letter from Lance Williams to Ray Scott re: withholding of C.O. – 1/25/83	X	X	Letter from Gerald Ashby to Keith Pockross re: 120 day temporary certificate – 2/1/83
X	X	Letter from Keith Pockross to Gerald Ashby re: C.O.-1/27/83			
X	X	Letter form Lance Williams to Reed Guthrie re: C.O.-7/7/83			

Acres 2.5
Units 51
Density 20.4

ACTION SHEET

File # 85-79
Zone R-3
Tax Area Code _____

Activity Rezone R-3 To PR-20 @ College Place Apts.
Phase Final Dev. Plan Date Neighbors Notified _____
Date Submitted 1 Nov. 79 Date CIC/MCC Legal Ad _____
Date Mailed Out Nov 2, 1979 PC Hearing Date 27 Nov. 79
Review Agencies _____ 10 day Review Period - Return By Nov. 12, 1979

- | | |
|--|--|
| <u>Send</u> | <u>Send</u> |
| ____ COUNTY ROAD DEPARTMENT | <input checked="" type="checkbox"/> FIRE <u>City</u> |
| ____ COUNTY HEALTH DEPARTMENT | <input checked="" type="checkbox"/> IRRIGATION <u>G.V.</u> |
| ____ COUNTY SURVEYOR | <input checked="" type="checkbox"/> DRAINAGE <u>G.V.</u> |
| ____ COMTRONICS | ____ WATER (UTE, CLIFTON) |
| ____ GRAND VALLEY RURAL POWER | ____ SEWER |
| <input checked="" type="checkbox"/> MOUNTAIN BELL | <input checked="" type="checkbox"/> CITY ENGINEER/UTILITIES |
| <input checked="" type="checkbox"/> PUBLIC SERVICE | ____ MACK, LOMA, MESA, COLLBRAN |
| ____ SOIL CONSERVATION SERVICE | ____ FRUITA, PALISADE |
| ____ SCHOOL DISTRICT 51 | <input checked="" type="checkbox"/> P.D. <u>Ed Vander Took</u> |
| ____ STATE HIGHWAY | <input checked="" type="checkbox"/> Parks & Rec |
| ____ STATE GEOLOGICAL | <input checked="" type="checkbox"/> Camp. <u>TEAM</u> |
| ____ STATE HEALTH - RADIOLOGICAL | _____ |
| ____ TRANSAMERICA TITLE | _____ |

<u>Board</u>	<u>Date</u>	<u>Comments</u>
<u>ASPC</u>	<u>11-27-79</u>	<u>rec. rezone R-3 & PR-20 approval - app final plan sub. D staff comments / step - 108 open space & parks may suggest areas for grass instead of desert landscaping</u>
		<u>rec. staff review final plat - if ok then no need for ASPC & see it</u>
<u>CiC</u>	<u>12/19/79</u>	<u>approved subject to P.C.</u>

Common Location 246 College Place

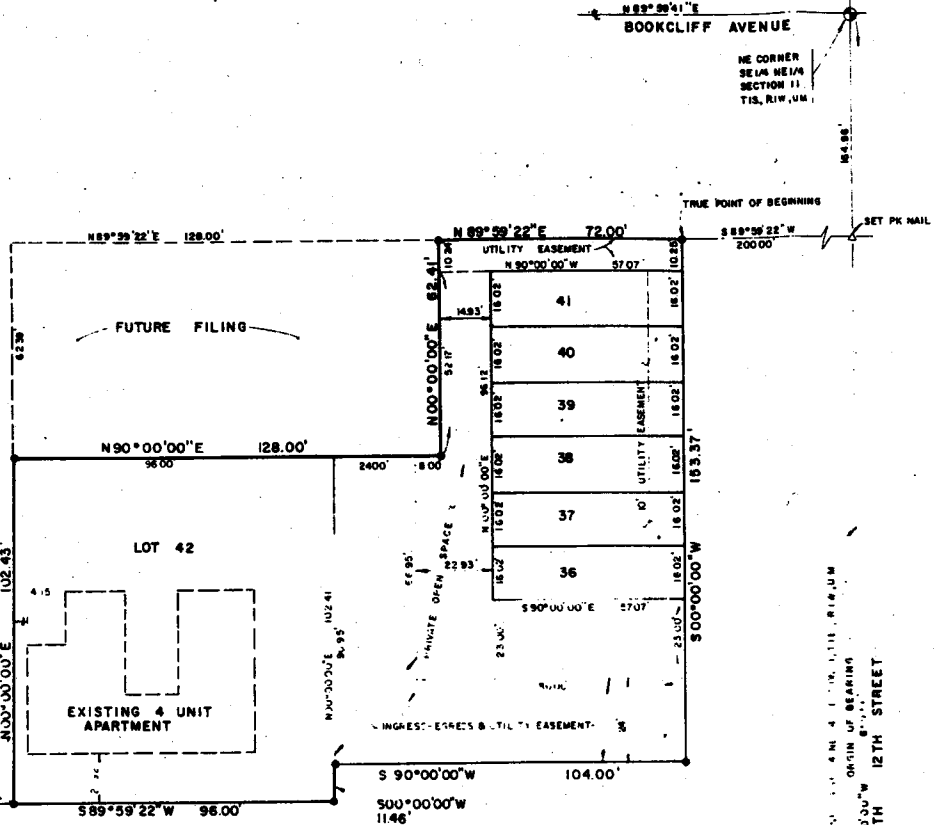
Staff Comments
Also see File #93-78 for Bulk Development

Original Documents

____ Imp. Agreement	\$ _____	Appraisal x .05 = \$ _____	Open Space;
____ Imp. Guarantee		Receipt # _____	Check # _____
____ Covenants		Open Space Dedication	
____ Power of Attorney			
____ Dev. Schedule			

COLLEGE PLACE TOWNHOMES, FILING NO. TWO

City
PR 20
85-79



AREA QUANTITIES:
 Total Area in Lots 64.47%
 Total Area in Private Open Space 35.53%
 Total Area 144 Ac. or 6.14%

LEGEND

- ☐ indicates Mass County lot
- ⊕ indicates E.P. Survey Monument Cap Set in Concrete
- indicates Found Corners

COLLEGE PLACE TOWNHOMES
FILING NO. ONE

2150

NORTH 12TH STREET
ORIGIN OF BEGINNING

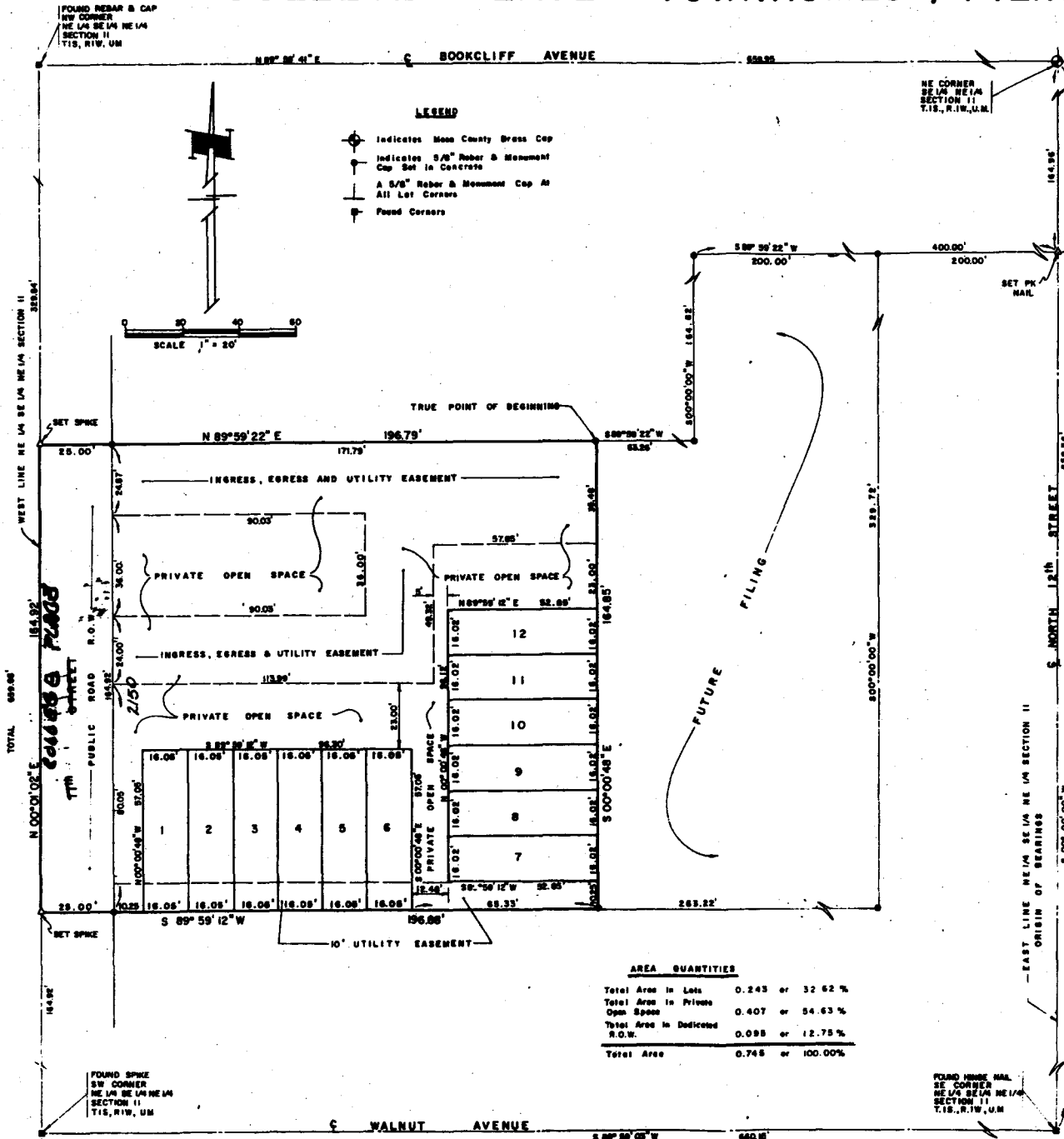
12/13/77
 L. S. Searles
 Paul Searles

COLLEGE PLACE TOWNHOMES
FILING NO. TWO



COLLEGE PLACE TOWNHOMES, FILING NO. ONE

City
#93-78
PR 20



That the undersigned, Investments, a General Partnership, and Charles D. Wynn, General Partner, do hereby certify that the real property situated in the City of Grand Junction, County of Mesa, State of Colorado and being a part of the 1/4 Sec 14 NE 1/4 of Section 11, T.15, R.1W, U.M. described as follows:

Commencing at the NE corner of the 1/4 Sec 14 NE 1/4 of said Section 11; Thence S 00° 00' 00" W along the east line of the 1/4 Sec 14 NE 1/4 of said Section 11 a distance of 164.92 feet; Thence S 89° 59' 22" W 400.00 feet; Thence S 00° 00' 00" W 164.92 feet; Thence S 89° 59' 22" W 400.00 feet to the TRUE POINT OF BEGINNING; Thence S 00° 00' 00" W 164.92 feet; Thence S 89° 59' 22" W 400.00 feet to a point on the west line of the 1/4 Sec 14 NE 1/4 of said Section 11; Thence E 01° 00' 00" along said west line of the 1/4 Sec 14 NE 1/4 of said Section 11 a distance of 164.92 feet; Thence S 89° 59' 22" W 196.79 feet to the TRUE POINT OF BEGINNING, containing 0.748 acres.

That said owner has caused the said real property to be laid out and surveyed as College Place Townhomes, Filing No. One, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado.

That said owner does hereby dedicate and set apart all of the streets as shown on the accompanying plat to the use of the public forever and forever to the public utilities those portions of said real property which are labeled as utility easements on the accompanying plat as hereinafter provided for the installation and maintenance of electric, irrigation and drainage facilities, including but not limited to electric lines, gas lines, telephone lines; together with the right to run interfering lines and conduits with perpetual right of ingress and egress for installation and maintenance of such lines. Such easements and rights shall be held in a reasonable and prudent manner. The areas shown as ingress, egress and utility easements are dedicated to the owners of the property within said College Place Townhomes, Filing No. One for use and egress for themselves and the general public, including postal service, trash, fire, police and emergency vehicles. Also, the areas shown as private open space are dedicated to the owners of the property within said College Place Townhomes, Filing No. One for recreational and aesthetic purposes as a dedicated easement by said owner.

IN WITNESS WHEREOF, the undersigned has caused its name to be subscribed as follows this 27 day of August, A.D., 1980.

Investments, a General Partnership
Charles D. Wynn, General Partner

STAT. OF COLORADO)
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 27 day of August, A.D., 1980 by Charles D. Wynn and Investments, a General Partnership, known by their official seal, by conviction and under the following signatures:

Charles D. Wynn, General Partner
Investments, a General Partnership

CITY APPROVAL

This plat of College Place Townhomes, Filing No. One, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado was approved and adopted this 19th day of August, A.D., 1980 by the following signatures:

James E. Wynn, Mayor
Ronald P. Rice, Grand Junction City Engineer

STATE OF COLORADO

I hereby certify that this instrument was filed in my office at Grand Junction, Colorado, this 19th day of August, A.D., 1980 and is duly recorded in Book 1272, Page 277.

Book 1272, Page 277

REGISTERED INSTRUMENT

I, James T. R. J. [Signature], do hereby certify that the accompanying plat of College Place Townhomes, Filing No. One, a subdivision of the City of Grand Junction, County of Mesa, State of Colorado, has been approved by the City of Grand Junction and is hereby recorded in their name of record.

James T. R. J. [Signature]
Registered Land Surveyor
Colorado Registration No. 1272

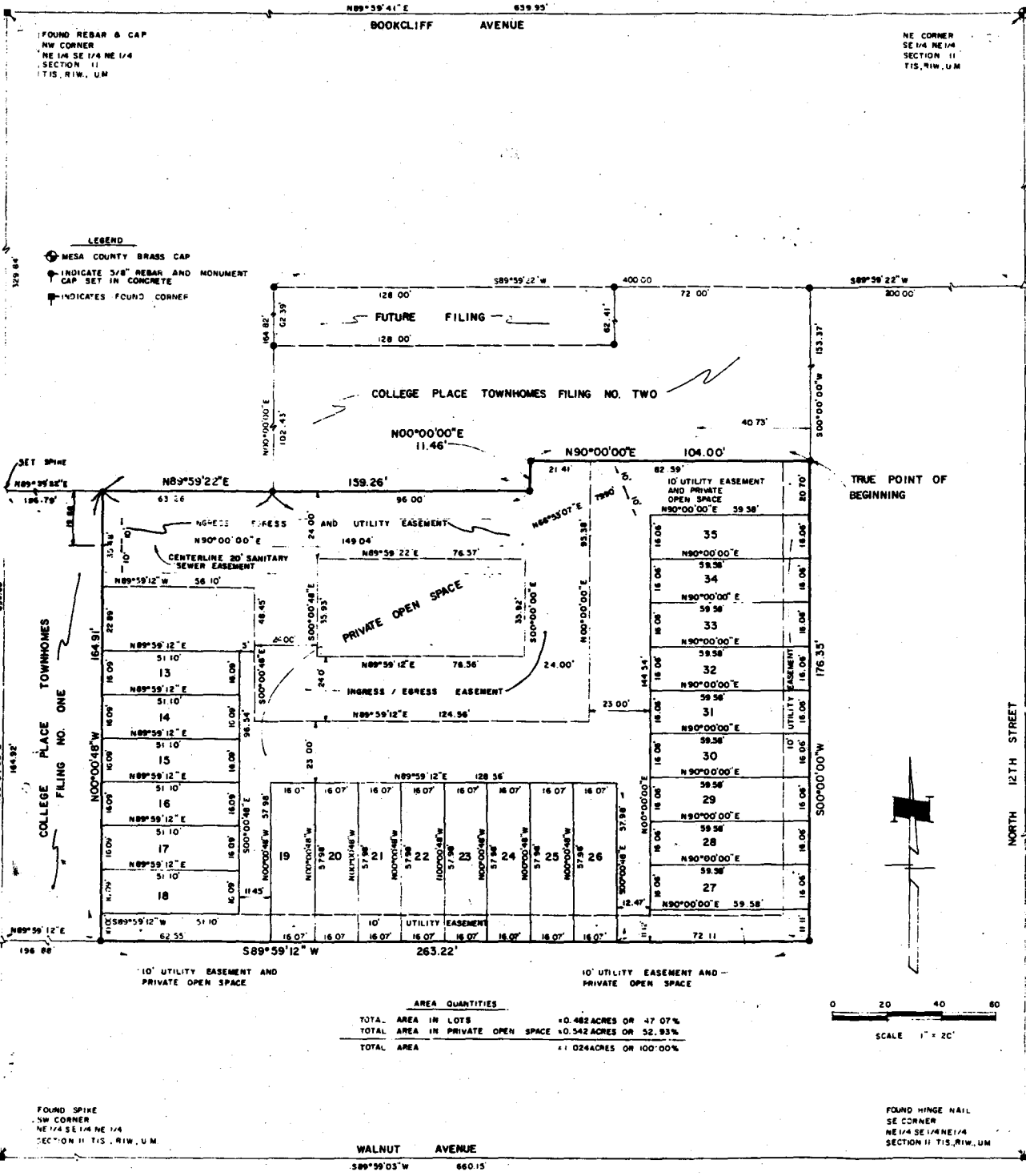
That the undersigned, Investments, a General Partnership, and Charles D. Wynn, General Partner, do hereby certify that the real property situated in the City of Grand Junction, County of Mesa, State of Colorado and being a part of the 1/4 Sec 14 NE 1/4 of Section 11, T.15, R.1W, U.M. described as follows:

Commencing at the NE corner of the 1/4 Sec 14 NE 1/4 of said Section 11; Thence S 00° 00' 00" W along the east line of the 1/4 Sec 14 NE 1/4 of said Section 11 a distance of 164.92 feet; Thence S 89° 59' 22" W 400.00 feet; Thence S 00° 00' 00" W 164.92 feet; Thence S 89° 59' 22" W 400.00 feet to the TRUE POINT OF BEGINNING; Thence S 00° 00' 00" W 164.92 feet; Thence S 89° 59' 22" W 400.00 feet to a point on the west line of the 1/4 Sec 14 NE 1/4 of said Section 11; Thence E 01° 00' 00" along said west line of the 1/4 Sec 14 NE 1/4 of said Section 11 a distance of 164.92 feet; Thence S 89° 59' 22" W 196.79 feet to the TRUE POINT OF BEGINNING, containing 0.748 acres.

COLLEGE PLACE TOWNHOMES
FILING NO. ONE

COLLEGE PLACE TOWNHOMES FILING NO. THREE

PR 20



AREA QUANTITIES

TOTAL AREA IN LOTS	+0.482 ACRES OR 47.07%
TOTAL AREA IN PRIVATE OPEN SPACE	+0.342 ACRES OR 52.93%
TOTAL AREA	+1.024 ACRES OR 100.00%

SECTION II

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Mesa, Arizona, this 12th day of August, 1979.

[Signature]
 Mayor, City of Mesa

STATE OF ARIZONA
 COUNTY OF MARICOPA

I, *[Signature]*, County Recorder, do hereby certify that this instrument was filed in my office on this 12th day of August, 1979, and is duly recorded in Book 1279, Page 248-29.

COLLEGE PLACE TOWNHOMES FILING NO. THREE

COLLEGE PLACE TOWNHOMES FILING NO. THREE

REVIEW SHEET SUMMARY

FILE # 85-79

DATE SENT TO REVIEW AGENCIES 11/2/79

RE: REZONE R3 to PR-20 & COLLEGE PLACE DATE DUE 11/12/79
 APARTMENTS - FINAL PLAN

PC MEETING DATE _____

ICC/OC MEETING DATE _____

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
11/8/79	CITY UTILITIES	No comment
11/8/79	CITY ENGINEER-RISH	No review comments. I have approved detailed constructions plans for 11th Street and understand the developer is improving that street from Walnut Avenue to his north property line.
11/6/79	Mtn. Bell	Request a 10' utility easement as shown on the plat. This easement will cover the service route to the existing 4 plex for both Mountain Bell and Public Service Co.
11-14-79	PUBLIC SERVICE	GAS: no objections - gas main has been installed on south end of development only to clear paving. ELECTRIC: No objections - have a signed ROW for perimeter easement.
11-14-79	CITY FIRE	Fire hydrant on plat will not meet the required fire flow for commercial development. Hydrants should be spaced no more than 300' on a looped min. 8" line. Please supply us with more information. We will be glad to work with you on placement of hydrants.
11-19-79	GJ DRAINAGE	Okay

DESIGN & DEVELOPMENT PLANNER

Reviewing the final development plan as a Planned Development, the following should be addressed:

- * Need an access easement for service vehicles. (inaccessibility of trash containers on east boundary)
- * Timetable for landscaping
- * Open area behind existing 4-plex should be grassed to provide for usable open space for residents of the project. Maintenance to be accomplished by Homeowners Association. How will the common area be developed to enhance the area?
- * Copy of Homeowners' Covenant
- * Traffic impact analysis

Review of the site shows that the existing construction has adversely impacted the residential areas to the east. Construction vehicles should observe the speed limits, dust control should be addressed, as many of the residents of the area must pass by this site especially the elderly who walk to the stores on 12th Street. Until College Place is improved, some consideration and care should be taken to respect the adjacent residents and properties.

85-79 REZONE R3 to PR-20 & COLLEGE PLACE APARTMENTS - FINAL PLAN

STAFF RECOMMENDATION

Recommend approval with the following stipulations:

- 1) 10' utility easement as required by Mtn. Bell on final plat.
- 2) Address Design & Development Planners' comments regarding:
 - * Access easement for service vehicles. Accessibility of trash container on east boundary.
 - * Common area development.
 - * Homeowners' Covenant
 - * Traffic Impact Analysis
- 3) Meet fire flow requirements. Supply additional information regarding placement of hydrants.
- 4) Notify contractors to show care and consideration of adjacent residents and properties.

GRAND JUNCTION PLANNING COMMISSION

FLAGER/FRANK/PASSED/7-0/A MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE ZONE CHANGE.

RIDER/GRAHAM/PASSED/7-0/A MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL SUBJECT TO STAFF COMMENTS AND WITH THE STIPULATION THAT BEFORE THIS PLAN BE BROUGHT TO COUNCIL THAT IT BE CHECKED TO MAKE SURE THAT THEY HAVE THEIR 10% OPEN SPACE; AND THAT THE PARKS DEPARTMENT LOOK AND SUGGEST WHERE GRASS MAY BE BETTER THAN DESERT LANDSCAPING.

College Place

Developer Comments of Staff Review

File: 85 - 79

- 1) Mountain Bell - The 10' utility easement has been granted and should be recorded by this date.
- 2) City Fire - Fire plug placement is per fire chief outline.
- 3) Access Easement for Service Vehicles - Attorney Tom LaCroix will prepare that easement.
- 4) Timetable for Landscaping - It is the intent to build from west to east and at the completion of Building "A" and "B" the paving and landscaping will immediately be completed - subject to weather. Construction traffic will then use 12th Street so the new residents in College Place will not be inconvenienced. The contract to pave College Place has been given to Elam Construction and will be completed as weather permits.
- 5) Open Area Behind Existing 4-Plex - We propose to use one-half of this open area for parking. It is presently a parking area from Bookcliff via an easement and has been used as such for over 50 years. We would prefer to use desert landscaping in this area as is the rest of the landscaping. One small area of grass may not contribute much to looks and convenience, but does pose a maintenance problem to the association.
- 6) All Common area will be completely landscaped per plans as submitted.
- 7) Traffic Impact - All but 2 or 3 of the units are to be 2 bedroom units, which means we will not be selling to large families. Therefore we feel our traffic flow should not exceed 5 trips per unit per day.
- 8) Consideration of Area Residents - Every consideration possible will be given to the residents. All delivery units have been advised to drive slow and cautious. The street will be paved as soon as possible. Construction traffic will soon be routed via 12th Street.

Receipt #
06039

BY-LAWS OF

COLLEGE PLACE TOWNHOUSES ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is College Place Townhouses Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2004 N. 12th St., Grand Junction, Colo 81501, but meetings of members and directors may be held at such places within the State of Colorado, County of Mesa, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to College Place Townhouses Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Charles D. Wiman, O. Reed Guthrie, Harold Moss and Ruth Moss, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk and Recorder, Mesa County, State of Colorado.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00 o'clock, A.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last

appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be

selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons

receiving the largest number of votes shall be elected.

Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same place on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a). adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b). suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

(h) cause the exteriors of the homes situated upon the properties to be maintained as defined under Conditions and Restrictions of the Declaration of Covenants.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created.

Section 8. Duties. The duties of the officers are as follows:

(1) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes:

(2) Vice-president: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(3) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(4) Treasurer: The treasurer shall receive and deposit all appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and

promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

FMHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 1979.

CHARLES D. WIMAN

O. REED GUTHRIE

HAROLD MOSS

RUTH MOSS

0